

Board of Selectmen

John A. Foresto, Chair

Maryjane White, Vice-Chair

Richard A. D'Innocenzo, Clerk

Dennis P. Crowley

Glenn D. Trindade



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

June 6, 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. Reorganization of the Board – Chair, Vice-Chair, Clerk
2. Annual Committee Appointments (List to follow agenda)
3. Approval – Rate Increase & Reappointment of Kopelman & Paige, P.C. as Town Counsel
4. Grant Expenditure Authorization – Department of Housing & Community Development -\$200,000
5. Approval – Change Order with CC Construction - \$30,151.11
6. Approval – 2 Year Contract with Truax Corporation for Basin Cleaning - \$85,000
7. Vote Recommendations – June 9, 2016 Special Town Meeting Warrant Articles
8. Approval – One-Day Liquor License Requests
 - a. Suzanne Grant –Thayer Homestead – June 8, 2016
 - b. Bianca Fantoni – Thayer Homestead – June 10, 2016
 - c. Megan Wilkie- Thayer Homestead – June 11, 2016
 - d. Patricia McDonald – Thayer Homestead – June 11, 2016
 - e. Liana Regan Kaplan – Thayer Homestead – June 23, 2016
 - f. Ilonkis Lum- Thayer Homestead – June 26, 2016
9. Approval – Monster Mash 5K – October 29, 2016
10. Action Items from Previous Meeting
11. Approval of Warrants
12. Approval of Minutes
13. Town Administrator's Report
14. Selectmen's Reports

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

<u>Board</u>	<u>Openings</u>	<u>Name</u>	<u>Action Needed</u>
Affordable Housing Committee	2	Bob Ferrari (Pending) Teresa O'Brien	Reappoint for a 2 year term Reappoint for a 2 year term
Affordable Housing Trust	4	Judi LaPan Anne Sherry (Pending) Glenn Trindade (Pending) John Maguire	Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term
Capital Improvement Program Comm.	1	Lenny Mitchell	Appoint for a 4 year term
Cemetery Commission	3	Bruce Hamblin Jeanne Johnson	Reappoint for a 1 year term Reappoint for a 1 year term
	Advertise		1 vacancy
Community Preservation Committee	2	Mark Cerel	Reappoint for a 3 year term
	Advertise		1 vacancy
Conservation Commission	1	David Blackwell	Reappoint for a 3 year term
Council on Aging	3	Judith Lane Grace Rossetti	Reappoint for a 3 year term Reappoint for a 3 year term
			Advertise 1 vacancy
Medway Cultural Council	2	(Pending) Cindy McLaughlin	Reappoint for a 3 year term
	Advertise		1 vacancy
Evaluation of Parks, Fields and Rec. Area Comm.	4	Mark Diebus Bob Pearl Rick D'Innocenzo Ross Rackliff	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Historical Commission	3	Eugene Liscombe Jeanne Johnson	Reappoint for a 3 year term Reappoint for a 3 year term
	Advertise		1 vacancy
Medway Pride Day Committee	3	Sarah Stone	Reappoint for a 1 year term
	Advertise		2 vacancies
Representative for Metro. Area Plan Council	1	Stephanie Mercandetti	Reappoint for a 1 year term
Representative to SWAP, Citizen at Large	1	Vacant	Advertise 1 vacancy
Rt. 109 Design Committee	4	Mary Jane White Matt Buckley Paul Yorkis Dan Hooper	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Thayer Property Governance Committee	3	Dennis Crowley John Foresto Carl Rice	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Zoning Board of Appeals	1	Carol Gould	Reappoint for a 3 year term

For more information on agenda items, please visit the Board of Selectmen's page at
www.townofmedway.org

Upcoming Meetings, Agenda and Reminders

June 9, 2016----Special Town Meeting

June 20, 2016 ---- Regular Meeting

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

AGENDA

ITEM #1

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

No associated backup materials.

AGENDA

ITEM #2

Annual Committee Appointments

Associated backup materials attached:

- List of FY17 Openings
- Letters of Interest in Reappointment

NOTE: One new appointment is included on this list. Candidate Leonard Mitchell for a four year term on the Capital Improvement Program Committee. The incumbent, Michelle Reed, has resigned effective at the conclusion of her current term. The CIPC met with Mr. Mitchell and is recommending his appointment. Also, if a letter of interest is not included in the backup material, the incumbent's interest was verbally stated.

Proposed Motion: I move that the Board reappoint the incumbent board and committee members as listed on the summary sheet for the customary terms associated with their respective boards and committees and that Leonard Mitchell be appointed to the CIPC.

<u>Board</u>	<u>Openings</u>	<u>Name</u>	<u>Action Needed</u>
Affordable Housing Committee	2	Bob Ferrari (Pending) Teresa O'Brien	Reappoint for a 2 year term Reappoint for a 2 year term
Affordable Housing Trust	4 (Judi LaPan Anne Sherry (Pending) Glenn Trindade (Pending) John Maguire	Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term
Capital Improvement Program Comm.	1	Lenny Mitchell	Appoint for a 4 year term
Cemetery Commission	3	Bruce Hamblin Jeanne Johnson	Reappoint for a 1 year term Reappoint for a 1 year term
	Advertise		1 vacancy
Community Preservation Committee	2	Mark Cerel	Reappoint for a 3 year term
	Advertise		1 vacancy
Conservation Commission	1	David Blackwell	Reappoint for a 3 year term
Council on Aging	3	Judith Lane Grace Rossetti	Reappoint for a 3 year term Reappoint for a 3 year term
			Advertise 1 vacancy
Medway Cultural Council	2	(Pending) Cindy McLaughlin	Reappoint for a 3 year term
	Advertise		1 vacancy
Evaluation of Parks, Fields and Rec. Area Comm.	4	Mark Diebus Bob Pearl Rick D'Innocenzo Ross Rackliff	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Historical Commission	3	Eugene Liscombe Jeanne Johnson	Reappoint for a 3 year term Reappoint for a 3 year term
	Advertise		1 vacancy
Medway Pride Day Committee	3	Sarah Stone	Reappoint for a 1 year term
	Advertise		2 vacancies
Representative for Metro. Area Plan Council	1	Stephanie Mercandetti	Reappoint for a 1 year term
Representative to SWAP, Citizen at Large	1	Vacant	Advertise 1 vacancy
Rt. 109 Design Committee	4	Mary Jane White Matt Buckley Paul Yorkis Dan Hooper	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Thayer Property Governance Committee	3	Dennis Crowley John Foresto Carl Rice	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Zoning Board of Appeals	1	Carol Gould	Reappoint for a 3 year term

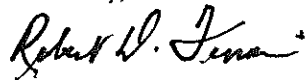
16 Gorwin Drive
Medway, MA 02053
May 13, 2016

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

Dear Members of the Board of Selectman,

Please be advised that I am interested in continuing to serve as a member of the Affordable Housing Committee. It has been my honor to serve my fellow citizens for the past six years and I would like to serve an additional term as we continue to make steady progress in building our Affordable Subsidized Housing Inventory (ASHI).

Sincerely,

A handwritten signature in black ink that reads "Robert D. Ferrari". The signature is written in a cursive style with a small star-like mark at the end.

Robert D. Ferrari

Lindsey Rockwood

From: Judi LaPan
Sent: Thursday, June 02, 2016 1:43 PM
To: Lindsey Rockwood
Subject: RE: AHT Term Expiring

Good Day!

I apologize, I forgot to get back to you on this. I would be happy to be re-appointed for both the trust and the committee.

Sincerely,

Judi LaPan

Program Administrator | Medway Department of Public Services

45B Holliston Street Medway, MA 02053 | 508-533-3275 | 508-321-4985 fax

Please remember when writing or responding, the Massachusetts Secretary of State has determined that e-mail is a public record. The information in this e-mail, including attachments, may contain privileged and confidential information intended only for the person(s) identified above. If you are not the intended recipient, you are hereby notified that any dissemination, copying or disclosure of this communication is strictly prohibited. Please discard this e-mail and any attachments and notify the sender immediately.

From: Lindsey Rockwood
Sent: Thursday, June 02, 2016 1:34 PM
To: Judi LaPan
Subject: FW: AHT Term Expiring

Hello!

Just following up. Are you interested in reappointment for the AHT?

Thank you!
Lindsey

From: Lindsey Rockwood
Sent: Tuesday, May 24, 2016 8:04 AM
To: Judi LaPan
Subject: AHT Term Expiring

Good morning!

I am working on contacting board and committee members who have a term that is expiring June 30 of this year. Are you interested in being re-appointed for the Affordable Housing Trust, and Affordable Housing Committee?
Let me know. Have a great day!!

Lindsey

Lindsey Rockwood

From: [REDACTED]
Sent: Tuesday, May 24, 2016 9:27 AM
To: Lindsey Rockwood
Cc: Doug Havens; Glenn Trindade
Subject: FW: AHT Term Expiration
Attachments: A Sherry appointment inquiry AHT.pdf

Good morning Lindsey,

I am interested in being reappointed for another term on the Affordable Housing Trust. If you need further information or other documentation, please let me know.

Thank you,

Ann M. Sherry
Senior Vice President
Customer Care & Relationship Development



70 Main Street * PO Box 740 * Medway, MA 02053
Phone 508-533-8661 x3131 * Fax 508-533-3850

From: Lindsey Rockwood [mailto:lrockwood@townofmedway.org]
Sent: Tuesday, May 24, 2016 8:25 AM
To: Ann M. Sherry
Subject: AHT Term Expiration

Good morning Ann,
Please see attached letter regarding your expiring term on the Affordable Housing Trust.

Thank you,

Lindsey Rockwood
Town of Medway
Board of Selectmen &
Town Administrator's Office
Administrative Assistant

*** This message originates from Charles River Bank *** Under no circumstances should non-public customer information (NPCI) be transmitted via unsecured email. For your protection and our customers' protection, do not include account numbers, social security numbers, passwords or any other NPCI in email messages sent to

Allison Potter

From: [REDACTED]
Sent: Tuesday, April 05, 2016 9:16 PM
To: Michael Boynton; Allison Potter; Dennis Crowley
Subject: CIPC

A couple things that came out of tonight's meeting.

- Lenny Mitchell and Tracy Malcolm attended tonight. The Committee would be thrilled to have them join. We don't necessarily need another member before July 1 so if it easier to start them both then that works. Lindsie Tosca did not show up.
- We discussed cuts due to the the snow and ice budget. We agreed unanimously to reduce the roads allocation IF it was needed.
- Dennis asked us a while ago to come up with a list of big projects that are coming up over the next 5 years. This is what we came up with:
 - Roof replacement at schools - about \$3.2 million
 - Roads and sidewalks - millions:)
 - Oak Grove - this is on our list for about \$1million-not sure it is a capital item.
 - Water filtration system - about \$3.4 million
 - DPS facility
 - Replacement of fire engine 5 - about \$650k
 - Police garage/storage space - about \$350k
 - Replace boilers at Memorial and McGovern - about \$500k
 - McGovern parking lot - about \$250k
 - Burke school windows - a bigger discussion needs to take place on Burke and its use in the future.
- We are not planning to meet again until after the Annual Town Meeting. If you need anything else from us before then let me know and we can schedule a meeting.

Lindsey Rockwood

From: [REDACTED]
Sent: Tuesday, May 24, 2016 10:43 AM
To: Lindsey Rockwood
Subject: Re: Cemetery Commission Expiration

I am interested in being reappointed to the Cem. ee. Bruce Hamblin

On Tuesday, May 24, 2016 9:16 AM, Lindsey Rockwood <rockwood@townofmedway.org> wrote:

Good morning Bruce,
Please see attached letter regarding your expiring term on the Cemetery Commission.

Thank you,

Lindsey Rockwood
Town of Medway
Board of Selectmen &
Town Administrator's Office
Administrative Assistant

Lindsey Rockwood

From: [REDACTED]
Sent: Tuesday, May 24, 2016 12:27 PM
To: Lindsey Rockwood
Subject: Re: Cemetery Comm. Term Expiration

Dear Lindsey,

I am interested in continuing to be on the Cemetery Commission. Thank you for notifying me that my term will soon expire.

Sincerely,
Jeanne Johnson

From: Lindsey Rockwood <lrockwood@townofmedway.org>
[REDACTED]

Sent: Tuesday, May 24, 2016 9:19 AM
Subject: Cemetery Comm. Term Expiration

Good morning Jeanne,
Attached please find a letter regarding your expiring term on the Cemetery Commission.

Thank you,

Lindsey Rockwood
Town of Medway
Board of Selectmen &
Town Administrator's Office
Administrative Assistant

Lindsey Rockwood

From: [REDACTED]
Sent: Wednesday, May 25, 2016 8:26 AM
To: Lindsey Rockwood
Subject: Re: CPC Expiring Term

To Medway Board of Selectmen:

Please be advised that I am willing to accept reappointment to the Medway Community Preservation Committee (CPC). If you require a more formal written expression of interest or an interview, please advise.

Mark G. Cerel

This email is intended for municipal / educational use only and must comply with the Town of Franklin and Franklin Public School's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of or Franklin Public Schools is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

May 16, 2016

Board of Selectman
155 Village Street
Medway, MA 02053

Re: Conservation Commission Re-Appointment

Dear Esteemed Board of Selectman:

I am interested in seeking re-appointment to a seat of the Conservation Commission. I am interested in public service to the community drawing on my 29 years of environmental experience. Please find resume attached to this letter of interest to apply for a seat on the Conservation Commission.

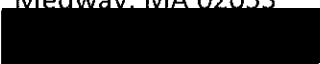
I am interested in applying my skills in science, engineering, regulatory compliance, building construction inspections, remediation excavation supervision, landscape & engineering document review, real estate transaction environmental engineering support, planning, environmental land assessment and remediation.

In my professional life I run my own private company that provides environmental consulting services to clients such as and not limited to banks, private entities and sometimes governmental entities: environmental site assessments of property as the Phase I Environmental Site Assessment - ASTM E 1527, Transaction Screen Process – ASTM 1528, Due Diligence. Phase II & III soil and water sampling, monitoring wells, surficial and drilling borings oversight. Remediation Site & System Operation & Maintenance. Indoor Air Quality mold sampling. Asbestos Project Monitor services for abatement contractor specialists – Licensed 2008 to present.

Please consider me for appointment to the Conservation Commission. I look forward to hearing from your shortly.

If you have any further questions feel free to call me.

Please be advised,

David J. Blackwell
2 Milford Street
Medway, MA 02053


PROFILE:

Strongly self-motivated individual with an appetite for taking on responsibility. Developed versatile problem solving abilities due to a variety of past employment experiences. Capable of undertaking independent activities. Known for excellent organizational and communication skills.

PURPOSE:

To obtain a position providing technical expertise and leadership in environmental sciences, geologic, hydrogeologic, geophysical, indoor air quality, asbestos abatement, laboratory quality assurance or another related branch of the physical or natural sciences in the design, development, and implementation of scientific solutions to complex scientific projects.

EDUCATION:

BACHELOR OF SCIENCE, ENVIRONMENTAL SCIENCE/GEOLOGY OPTION
DECEMBER 1986, *University of Lowell*, Lowell, MA

PRESENTATIONS: "Secondary Succession of a Woodland in New England",
Oral Report and Research Paper.
"Landsat-4/Landsat-5 Multi-Spectral Scanner Coherent Noise:
Characterization and Removal", Oral Report and Mock Abstract/Paper.

WORK EXPERIENCE: *djb Consulting*, Medway, MA

Environmental Scientist, APRIL 2015 TO PRESENT

Phase I Environmental Site Assessment - ASTM E 1527, Transaction Screen Process – ASTM 1528, Due Diligence. Phase II & III soil and water sampling, monitoring wells, surficial and drilling borings oversight. Remediation Site & System Operation & Maintenance. Indoor Air Quality mold sampling. Asbestos Project Monitor – Licensed 2015 to present.

WORK EXPERIENCE: *PES Associates, Inc.*, Hingham, MA

Environmental Scientist, JANUARY 2007 TO APRIL 2015.

Phase I Environmental Site Assessment - ASTM E 1527, Transaction Screen Process – ASTM 1528, Due Diligence. Phase II & III soil and water sampling, monitoring wells, surficial and drilling borings oversight. Remediation Site & System Operation & Maintenance. Indoor Air Quality including mold sampling. In Partnership *FLI Environmental, Inc.* Asbestos Project Monitor – Licensed from 2008 to 2012. FASB FIN 47 Accounting Standard building inspections.

WORK EXPERIENCE: *Toxikon Corporation, Inc.*, Bedford, MA.

Quality Assurance Manager, JANUARY 2006 TO JULY 2006.

Medical Device Testing & Analytical Chemical Analysis:

ISO 10993, ISO 17025, cGXP, USP Method, and FDA compliance.

Assisted customer service with quality and regulatory issues.

Conducted internal quality audits of the laboratories and analytical data.

Reviewed analytical reports based on regulatory requirements.

Handled documentation control issues for the analytical chemistry laboratory.

Documentation review of equipment calibration, reagent traceability.

Reviewed and updated standard operating procedures.

Document the review and reported on current training records.

WORK EXPERIENCE: Toxikon Corporation, Inc., Bedford, MA.

Account Manager, MAY 2005 TO DECEMBER 2005.

Sales and Marketing for Environmental Chemistry and Analytical Services

Marketed to new client accounts, maintaining current client accounts

Maintained client relationships and face-to-face contact.

Maintained client relations and a high level of client satisfaction.

Worked with cooperation and coordination within the Sales Team.

Technical and business leadership for laboratory management.

Operational & regulatory leadership for laboratory management &

Quality Assurance Unit, for profit & loss assessment.

Prepared Request for Response bidding.

Procured subcontractor analytical services.

WORK EXPERIENCE: Toxikon Corporation, Inc., Bedford, MA.

Quality Assurance Manager, SEPTEMBER 2001 TO MAY 2005.

Maintained Certificates in nine states of the USA.

Responsible for managing state laboratory audits and other regulatory and accreditation audits and documentation, e.g. NELAP, ASP, CLP, & ACOE.

Assisted customer service with quality and regulatory issues.

Conducted internal quality audits of the Laboratories and analytical data.

Reviewed regulated volume of all analytical reports.

Handled documentation control issues for the environmental chemistry laboratory.

Supervised updates of standard operating procedures.

Updated and maintained training records.

WORK EXPERIENCE: Toxikon Corporation, Inc., Bedford, MA.

Quality Assurance Officer, NOVEMBER 2000 to 2001

Managed Certified Status in nine states of the USA including:

NELAP Accreditation (National Laboratory Accreditation Program)

Reviewed and validated analytical data.

Supervised the updated of standard operating procedures.

Maintained and updated training records.

WORK EXPERIENCE: Toxikon Corporation, Inc., Bedford, MA.

Organic Extraction Department Manager, NOVEMBER 1987 To 2000

Supervision of Prep Lab for GC, GC/MS.
Managed projects, personnel, methods,
QA compliance, supplies and solvent control.
Operation of a Hewlett-Packard GC

WORK EXPERIENCE: Cambridge Analytical Associates Inc., Boston, MA

Extraction Analyst, SUMMER 1987

Sample prep for GC, GC/MS analyses,
Sample control & delivery to GC/MS.

ADDITIONAL TRAINING:

40 HAZ WOPER –UNDERSTANDING HAZARDOUS MATERIALS OPERATIONS AND EMERGENCY RESPONSE – General Site Personnel, Confined Space Entry.
Damage Control Environmental Services, July 2006

U.S. Army Corps of Engineers, New England District Regional Implementation Manual for the Evaluation of Dredged Material: Laboratory Quality Assurance Plans, Sampling Plans, Reporting Limits, Quality Control Tables, Electronic Data Reporting – October 2004

ANNUAL EPA (Environmental Protection Agency)

QUALITY SYSTEMS TRAINING CONFERENCE 2004: Introduction to EPA Quality System Requirements, Understanding and Evaluating Data Quality Assessment – September 2004

New York Department of Health

Environmental Laboratory Approval Program Workshops: June 2004
NELAC - National Environmental Laboratory Approval Program
ISO 17025 Format - New Quality System Concepts, Quality Manual Template,
Ethics and Data Integrity SOP, On-Site Assessment Expectation

OSHA Hazardous Waste Operations and Emergency Response

Refresher Training, 8 hours of instruction: OSHA “Right to Know Requirements,
EPA Hazardous Waste Management and Worker Training Requirements,
OSHA Respiration Program Requirements - *BATG Environmental*, August 2002

New Hampshire Environmental Laboratory Accreditation Program

Meeting of New Hampshire Accredited Laboratories: May 2004
Accreditation Rules Making NELAC 2002, Updates and Highlights of the
NELAC Standards, Quality Systems, EPA Proposed Drinking and
Wastewater Methods, USEPA Office of Inspector General – Lab Fraud Investigation

Massachusetts Department Of Environmental Protection Training:

Bureau Of Waste Site Cleanup - MCP Data Summit: April 2002,
Improving the Documentation of Data Quality for Analyses Conducted in

Support of MCP Assessments and the Decision Making.

COMPUTER LITERACY:

- Programs: *Microsoft Word, Microsoft Excel*

ACTIVITIES:

-*Medway Historical Society*

-*The Freedom Trail Band, clarinetist, former **Treasurer**, former **President***

Lindsey Rockwood

From: [REDACTED]
Sent: Tuesday, May 24, 2016 10:08 AM
To: Lindsey Rockwood
Subject: Re: Term Expiration

Great, thanks. I'm interested in being reappointed. Please let me know what next steps are.

-Mark

On May 24, 2016, at 9:57 AM, Lindsey Rockwood <lrockwood@townofmedway.org> wrote:

I apologize- here is an updated letter, I had not removed last year's date.

From: Lindsey Rockwood
Sent: Tuesday, May 24, 2016 9:52 AM
To: [REDACTED]
Subject: Term Expiration

Good morning Mark,
Please see attached letter regarding your expiring term on the Evaluation of Parks, Fields, and Recreation Areas Committee.

Thank you,

Lindsey Rockwood
Town of Medway
Board of Selectmen &
Town Administrator's Office
Administrative Assistant

<M Diebus_EPFRAC_inquiry letter.pdf>

Lindsey Rockwood

From: [REDACTED]
Sent: Tuesday, May 24, 2016 12:32 PM
To: Lindsey Rockwood
Subject: Re: Expiring Term

Hi Lindsey,
I would like to continue to serve on EPFRAC
committee. Do you need a more formal letter than just
this email indicating this?
Thanks

On Tue, May 24, 2016 at 10:17 AM, Lindsey Rockwood <lrockwood@townofmedway.org> wrote:

Good Morning,

Please see attached letter regarding your expiring term on the Evaluation of Parks, Fields and Recreation Areas
Committee.

Thank you,

Lindsey Rockwood

Town of Medway

Board of Selectmen &

Town Administrator's Office

Administrative Assistant

Lindsey Rockwood

From: [REDACTED]
Sent: Monday, May 23, 2016 5:00 PM
To: Lindsey Rockwood
Subject: [Town of Medway MA] Reappointment to Historical Commission

Hello Irockwood,

Eugene R. Liscombe (eliscombe@lpcpas.com) has sent you a message via your contact form (<http://www.townofmedway.org/user/374/contact>) at Town of Medway MA.

If you don't want to receive such e-mails, you can change your settings at <http://www.townofmedway.org/user/374/edit>.

Message:

Lindsey,

I would like to be reappointed to the Historical Commission.

Gene Liscombe

Lindsey Rockwood

From: [REDACTED]
Sent: Tuesday, May 24, 2016 12:19 PM
To: Lindsey Rockwood
Subject: Re: Pride Day Com

Hi Lindsey,
Thanks! People seemed to enjoy themselves. The day went well.

I would be interested in being reappointed. Thanks for asking.
Sarah

Sarah Stone

On May 24, 2016 11:26 AM, "Lindsey Rockwood" <lrockwood@townofmedway.org> wrote:

Hi Sarah-

Congrats on your success with Pride Day this past weekend. I wasn't able to attend, but I heard some very positive feedback from the event!

I am working on the renewal process for those who have terms expiring June 30 this year. Are you going to be interested in reappointment for the Pride Day Committee?

Thank you,

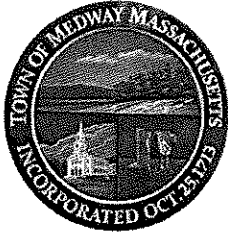
Lindsey Rockwood

Town of Medway

Board of Selectmen &

Town Administrator's Office

Administrative Assistant



Town of Medway
DESIGN REVIEW COMMITTEE
155 Village Street
Medway MA 02053
508-533-3291
drc@townofmedway.org

May 31, 2016

Lindsey Rockwood
Town of Medway
Board of Selectmen &
Town Administrator's Office
Administrative Assistant

RE: Route 109 Design Advisory Committee

Dear Ms. Rockwood and members of the Medway Board of Selectman,

Thank you for the opportunity to serve on the Route 109 Design Advisory Committee. It is my wish to renew my appointment and continue my service on this important committee.

Sincerely,

Matthew Buckley
DRC Chairman

Lindsey Rockwood

From: [REDACTED]
Sent: Thursday, June 02, 2016 3:16 PM
To: Lindsey Rockwood
Subject: Re: FW: Expiring Term

Hi Lindsey,
I am interested. I have not had a moment to get to Town Hall and won't until about 10 days from now.
thanks,
Dan

Dan Hooper
Charles River Landesign
[REDACTED]

On 06/02/16, Lindsey Rockwood<lrockwood@townofmedway.org> wrote:

Hello-

Just following up to see if you are interested in reappointment to the Rt. 109 Design Advisory Committee?

Thank you!

Lindsey

From: Lindsey Rockwood
Sent: Tuesday, May 24, 2016 11:39 AM
[REDACTED]
Subject: Expiring Term

Good morning Dan,

Please see attached letter regarding your expiring term on the Rt. 109 Design Advisory Committee.

Thank you,

Allison Potter

From: Stephanie Mercandetti
Sent: Thursday, February 04, 2016 7:45 AM
To: Michael Boynton; Allison Potter
Subject: This morning

I will be in around 10am this morning.
Allison, Carol Gould will renew her spot on the ZBA.

Thanks,
Steph

Stephanie Mercandetti
Sent from my iPhone

AGENDA

ITEM #3

Approval – Rate Increase & Reappointment of Kopelman & Paige, P.C. as Town Counsel

Associated backup materials attached:

- Correspondence - Barbara St. Andre, Kopelman & Paige, P.C.
- Dec. 17, 2015 Kopelman & Paige price proposal, voted by the Board at its Dec. 21, 2015 meeting

Proposed Motion: I move that the Board re-appoint Kopelman & Paige, P.C. as Town Counsel for a one year term and approve the hourly rate increase from \$185 per hour to \$195 per hour.



KOPELMAN AND PAIGE, P.C.
The Leader in Public Sector Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

May 13, 2016

Barbara J. Saint André
bsaintandre@k-plaw.com

Hon. John Foresto and
Members of the Board of Selectmen
Medway Town Hall
155 Village Street
Medway, MA 02053

Re: Town Counsel Services

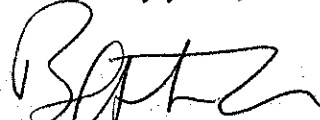
Dear Members of the Board of Selectmen:

I am writing to request that the Board of Selectmen formally re-appoint Kopelman and Paige, P.C. as Town Counsel for another year commencing on July 1, 2016. We have successfully transitioned in the past few months from the Town's former firm, and have provided the Town with timely, efficient and accurate legal advice, as well as defending claims against the Town. The team of attorneys we have assembled to provide legal services to Medway, including myself, Mark Reich, and Lee Smith, has provided excellent advice and support. I want to thank you again for your confidence in me and Kopelman and Paige to provide the Town's legal services.

As you may recall, when you appointed Kopelman and Paige as Town Counsel, we agreed to decrease the existing hourly attorney billing rate to a blended hourly billing rate of \$185.00 per hour. This was a substantial savings to the Town, since formerly the rate was between \$200 and \$230 per hour. We are proposing to increase the hourly rate to \$195 per hour effective July 1, 2016. According to the three-year contract with prior town counsel, the billing rates for Fiscal Year 2017 would have ranged from \$205 - \$235 per hour. We are not proposing any increase in the retainer. This hourly rate is competitive with other municipal law firms and still below the rates previously being charged. We are also open to a three-year contract at terms to be negotiated if the Board prefers.

Thank you again for choosing Kopelman and Paige as Town Counsel. I enjoy working with the Board, the Town Administrator, Assistant Town Administrator, and other Town officials. We would appreciate the opportunity to continue representing the Town of Medway.

Very truly yours,



Barbara J. Saint André

BJS/smm

cc: Town Administrator
555022/90001/0005



KOPELMAN AND PAIGE, P.C.
The Leader in Public Sector Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

December 17, 2015

Lauren F. Goldberg
lgoldberg@k-plaw.com

BY ELECTRONIC MAIL ONLY (mboynton@townofmedway.org)

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

Re: Price Proposal – Town Counsel Services

Dear Mr. Boynton:

I am writing as Managing Attorney at Kopelman and Paige, P.C. You have requested a price proposal for the provision of Town Counsel services. As you know, Attorney Barbara J. St. André is returning to Kopelman and Paige, P.C. as a Shareholder shortly after the new year. As you have been informed, the Town may choose to make no change with respect to Town Counsel, may follow Attorney St. André to Kopelman and Paige, P.C., or may select a different attorney or firm. In connection with this information, you have asked whether the firm would be willing to honor the terms of the Town's current contract for legal services. The firm will, of course, be pleased to do so, although we talked about possibly refining the financial agreement somewhat. Although you did not share the current contract with me, you indicated that there are two main components of the contract – the first is a retainer amount of \$62,000 per year, which amount covers general Town Counsel services. The second component is for legal services provided outside the retainer, for which billing is done on an hourly basis.

Description of Services Under the Retainer Agreement

We would propose that the retainer amount of \$62,000 be paid in 12 equal installments of \$5,166.67, to cover basic Town Counsel services, as outlined below. Of course, for purposes of tracking and assessing legal services provided under the retainer, such services would be itemized and accounted for as if the Town was being billed on an hourly basis. The retainer would cover the following:

- Unlimited telephone consultation with the Town Administrator or such other department heads or board chairpersons as maybe authorized;
- Research and writing of legal opinion e-mails and letters;
- Attendance at all sessions of Annual and Special Town Meeting as well as a pre-town meeting held in connection therewith and preparation/review of town meeting warrant articles and motions;

Mr. Michael Boynton
Town Administrator
December 17, 2015
Page 2

- Attendance at board and committee meetings (up to two per month);
- Review and drafting of contracts;
- Review of routine legal instruments, such as restrictive covenants, conservation restrictions, releases and easements;
- Review of subdivision documents; and
- Review and drafting of decisions of multiple-member bodies.

Of course, any travel time spent in performing these services would be covered under the retainer and would not be separately charged to the Town. Two client seminars would also be provided within the retainer at no charge.

For services provided outside the retainer, the Town will pay only for services it utilizes, billed at the agreed-upon hourly rate, including travel time. Such matters would be itemized separately on the Town's bill so that they could be easily tracked. Matters outside the retainer would include:

- Adversarial proceedings such as litigation, administrative appeals and complaints, collective bargaining, and arbitration and grievance hearings;
- Significant matters not falling within the description of basic Town Counsel services above, including but not limited to:
 - Real estate transactions, including drafting of , complete recodification of zoning or general bylaws (as compared to review and drafting of particular bylaws, or reviewing technical work completed by others);
 - Comprehensive permits;
 - Negotiation of host community agreements; and
 - Development projects.

Legal services to be paid for by other parties, including but not limited to assistance with permitting matters for which the applicant pays for legal services, street acceptances for which the developer pays for legal services, or insured claims for which fees are paid by the insurer, will be billed outside the retainer even if they would otherwise fall within the retainer.

In addition to the retainer and charges for legal services outside thereof, the Town will be billed at cost for out-of pocket disbursements, such as copying charges, filing fees, service of process, deposition transcription fees, and court fees. Travel time for work outside the retainer would be billed on a portal to portal basis from our Boston office to the Town, or such closer location actually travelled by the attorney. Please note, however, that many of the courts and administrative agencies in which the Town may have matters pending are within a short walking distance of our Boston office, reducing travel time expenses.

Mr. Michael Boynton
Town Administrator
December 17, 2015
Page 3

Hourly Rate

I understand that Attorney St. André's billable hour rate includes a particular rate for services provided by her, as well as a somewhat lower rate for associates and paralegals at the firm. We would be happy to honor that rate structure, with shareholders at the firm being billed at the same rate as Attorney St. André's rate under the existing contract, and associates and paralegals at the lower quoted rate.

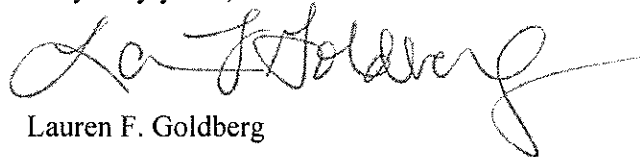
In the alternative, we offer the Town a single blended rate of \$185.00 per hour, billed in 1/10th of an hour increments, for all work provided outside of the retainer. Note further that under this alternative, paralegal time would be billed at ½ the attorney rate, or \$92.50.

Conclusion

As you may know, over 98% of our firm's work is municipal legal work. We are thus keenly aware that our revenue derives from public sector funds. We understand the cost constraints and service expectations facing municipalities. The firm draws heavily on the economies of scale stemming from our depth of experience and expertise to limit the costs of our services. We pride ourselves on the fact that our clients can utilize our services for just what they need, when and as they need them. While this fee proposal was developed based on our understanding of the Town's current needs and expectations, we are always available to discuss terms that best meet the Town's ability to manage its limited resources.

Please let me know if I am able to provide you with any additional information about the firm. Thank you for the opportunity to provide this proposal.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lauren F. Goldberg".

Lauren F. Goldberg

LFG/

AGENDA

ITEM #4

Grant Expenditure Authorization – Department of Housing & Community Development -\$200,000

Associated backup materials attached:

- Memo from Doug Havens
- Notice of Grant Award
- Contract

Proposed Motions:

1. I move that the Board approve the Town Administrator's execution of the Department of Housing & Community Development grant agreement in the amount of \$200,000 to be used for subsidized housing inventory preservation.
2. I move that the Board authorize the expenditure of the DHCD grant funds in the amount of \$200,000, as requested.
3. I move that the Board authorize the Affordable Housing Trust to allow funds from resale of units funded by this grant to remain in the Trust and to be earmarked for future similar use as specified in the contract.



Medway Affordable Housing Trust

Date: June 1, 2016
To: Board of Selectmen
From: J. Douglas Havens
Community Housing Coordinator

RE: DHCD Budget Line Item: **FY16 GAA DHCD LI 7004-009**

ACTION REQUESTED:

Board of Selectmen action is required to:

- Ratify TA's execution of contract (Attached);
- Authorize the Affordable Housing Trust, in addition to the Town, to expend and to seek reimbursement for expenses related to the purchase, repair and resale of 4-5 Kingson Lane (Attached: Medway Notice of Grant Award);
- Recognize that the proceeds from resale of units funded by this grant are to remain in the Trust and earmarked for future "similar" use as specified in the contract.

ORIGIN:

Responding to the Town's concern about lack of protocol surrounding deed enforcement and the negative effects of a locally weak market, Senator Spilka introduced a \$200,000 line item into DHCD's FY16's budget. The item targets the development or preservation of Affordable Housing in Town, and the mechanics of the fund allows reimbursement for expenditures incurred from July 1, 2015 to June 30, 2016.

SCOPE:

Funds may be used for "purchase of [sic] one or more affordable housing units facing foreclosure, for the purpose of repairing the unit(s) to market condition and reselling as an affordable unit or units. The proceeds of any such resale shall be remitted to the MAHT to be earmarked for either a similar use or the renewal of expiring deed riders"

ESTIMATED REIMBURSEMENTS*:

Purchase of 4-5 Kingson Road	\$124,900
Community Housing Coordinator	2,500
Administration	750
Legal Fees	8,000
Unit Repairs	<u>25,000</u>
	\$165,650

*Remainder to be packed forward to FY17 budget

OPINION:

From Lee Smith, Kopelman & Paige, LLC:

As you requested, we have reviewed the proposed state contract/grant agreement as provided by DHCD for the FY 2016 Earmark for the purchase of one or more housing units in Medway facing foreclosure.

In my opinion, the contract is approved as to form and may be executed by the Town Administrator, provided that the Board of Selectmen has voted to authorize him to do so on behalf of the Town.

G.L. chapter 44, section 53A permits a town to accept grants from the commonwealth and to expend said funds for the stated purposes of the grant with the approval of the Board of Selectmen. Thus, the MAHT need not be the named contracting party/grantee.

The contract/grant agreement states that the funds "shall be used to purchase of [sic] one or more affordable housing units facing foreclosure, for the purpose of repairing the unit(s) to market condition and reselling as an affordable unit or units. The proceeds of any such resale shall be remitted to the MAHT to be earmarked for either a similar use or the renewal of expiring deed riders."

Whereas MAHT has already purchased the unit that was facing foreclosure (4-5 Kingson Lane) and now, as you have informed me, plans to perform repairs to make it saleable and will then resell it as an Affordable unit, the state contract language tracks exactly what the Trust has done and intends to do. I therefore see no inconsistency in the Trust's request for the reimbursement from the grant funds for these purposes. Thus, with the approval of the Board of Selectmen, the reimbursement for the purchase of the condo may be requested from DHCD as may the costs for the required improvements to the unit.

Please note however that the contract end date is June 30, 2016. No monetary obligations eligible for reimbursement under this contract may be made after that date unless the contract term is formally amended. If you do not expect the improvements to be made to the condo unit at 4-5 Kingson Lane to be complete by then, I suggest that you either request a later contract end date prior to executing the version presented or be sure to request an amendment extending the end date soon after the initial contract is executed.

Be it resolved that the Medway Board of Selectmen:

- Ratifies TA's execution of contract with DHCD pertaining to FY16 GAA DHCD LI 7004-009
- Authorizes the Affordable Housing Trust, in addition to the Town, to expend funds and to seek reimbursement for expenses related to the purchase, repair and resale of 4-5 Kingson Lane, and that such reimbursements shall be allocated to the issuing accounts;
- Recognizes that the proceeds from resale of units funded by this grant are to remain in the Trust and earmarked for future "similar" use as specified in the contract.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Affordable Housing Trust DATE: May 31, 2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Board of Trustees, Doug Havens - Support

NAME OF GRANT: FY16 GAA DHCD LI 7004-009

GRANTOR: DHCD

GRANT AMOUNT: \$200,000.00

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

SCOPE OF GRANT/
ITEMS FUNDED Subsidized Housing Inventory Preservation
Expenses involved with purchase, repair and resale of existing affordable units,
or the preservation of expiring deed restrictions.

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING TOWN
FUNDS REQUIRED? Expenses to be reimbursed

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

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

ANY OTHER EXPOSURE TO TOWN?
No

BOARD OF SELECTMEN:

ACTION DATE _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE GRANT APPROVAL
TO THE TOWN ADMINISTRATOR'S OFFICE FOR APPROVAL BY THE BOS TO EXPEND
THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT MGL 44 S53A**

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Medway (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4,T&C): 155 Village Street, Medway, MA 02053		Business Mailing Address: 100 Cambridge Street, Boston, MA 02114	
Contract Manager: J. Douglas Havens		Billing Address (if different):	
E-Mail: dhavens@townofmedway.org		Contract Manager: Julissa Tavaraz	
Phone: 774-292-1456	Fax:	E-Mail: Julissa.Tavaraz@state.ma.us	
Contractor Vendor Code: VC6000191877		Phone: 617-573-1407	Fax: 617-573-1460
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOCD322016640710000 RFR/Procurement or Other ID Number: Legislative Exemption	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment _____ 20_____. Enter Amendment Amount: _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 200,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY16 EARMARK funding shall be used to purchase of one or more affordable housing units facing foreclosure, for the purpose of repairing the unit(s) to market condition and reselling as an affordable unit or units.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2015</u> a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2016</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Michael F. Boynton</u> Date: <u>5/23/2016</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael F. Boynton</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Associate Director</u>	



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention. Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action. Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Michael E. Boynton
(signature)

Print Name: _____

Michael E. Boynton

Title: _____

Town Administrator

Date: _____

5/23/2016

(Check One); Organization

Individual

Full Legal Organization or Individual Name: _____

Town of Medway

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

046001217

Address: _____

155 Village Street Medway, MA 02053

Telephone: _____

(508) 533-3264

FAX: _____

(508) 321-4988

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael E. Byrton

Title: Town Administrator

Michael E. Byrton

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____

My commission expires on:

AFFIX NOTARY SEAL

I, Maryanne White (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

May 23, 20 16

AFFIX CORPORATE SEAL

ATTACHMENT A
Earmark Contract for Medway Affordable Housing
FY2016

SCOPE OF SERVICES AND
ADDITIONAL TERMS & CONDITIONS

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting through the Department of Housing and Community Development (“DHCD”), and the Town of Medway (“Grantee”), jointly referred to as “The Parties”, and comprises the following:
 - a. The COMMONWEALTH OF MA – STANDARD CONTRACT FORM,
 - b. The COMMONWEALTH OF MA – TERMS AND CONDITIONS FORM
 - c. The COMMONWEALTH OF MA – CONTRACTOR AUTHORIZED SIGNATORY FORMS
 - d. Attachment A, “Grant Agreement”, (*this document*)
 - e. Exhibit B, “Request for Payment Cover Sheet”,
 - f. Exhibit C, “Grantee Reporting Form Template”,
- B. This Attachment A, all attached Exhibits, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- C. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- D. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND BUDGET

A. Scope

- 1. FY16 earmark funding shall be used to purchase of one or more affordable housing units facing foreclosure, for the purpose of repairing the unit(s) to market condition and reselling as an affordable unit or units. The proceeds of

any such resale shall be remitted to the Medway Affordable Housing Trust, to be earmarked for either a similar use or the renewal of expiring deed riders.

B. Budget

1. Approved Project Expenses. Under the scope and purpose of the Contract, DHCD authorizes the Grantee to expend Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. DHCD shall provide Grant Funds up to the Total Maximum Obligation of «\$200,000».

III. ADDITIONAL TERMS AND CONDITIONS

A. Compliance with Laws

1. The Scope of Services shall be carried out by the Contractor in conformance with all applicable federal and state laws, as they may be issued, amended, or superseded from time to time.

B. Payments and Fiscal Reporting Obligations

1. The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:
 - a. All payments are contingent upon receipt of the availability of funds and authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
 - b. The Contractor shall submit to the Department Fiscal Reports, and shall initiate any requests for payment by cost reimbursement by submitting a written request on a monthly basis. Each request for payment by cost reimbursement must be made on the standard Commonwealth Payment Request Form (PRC) and shall be submitted to the attention of: Office of Sustainable Communities, Division of Community Services, Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, MA 02114. In addition to the standard Commonwealth PRC, requests for payment by cost reimbursement shall contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract. In no event shall the sum of any and all reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored

and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

- c. The final PRC and fiscal report setting out and reconciling the expenditures for the entire Contract period shall be submitted at the end of the contract. With the submission of the final PRC and fiscal report, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation.

C. Audit or Financial Review

1. The Contractor shall submit to the Department an agency audit report or a financial review showing that funds provided under the Contract were expended in accordance with the Budget.
2. The Department reserves the right under this Contract to secure its own independent audit of the Contractor's records if, in its sole discretion, the Department determines that it is necessary for any reason.

D. Additional Responsibilities of the Contractor

1. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
2. Requests for time extensions for the submission of any reports or data must be submitted in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
3. The Contractor shall submit progress reports to the Department, and shall promptly make available to the Department or to an auditor approved by the Department such *material information regarding the Contractor's activities* as may be requested by the Department.
4. The Contractor shall submit quarterly reports each fiscal quarter or portion thereof due no later than 15 days after the last day of the quarter.
5. The Department shall advise Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
6. The Contractor shall submit all reports to the Department's assigned program representative at the following address:

Laura L. Schaefer
Office of Sustainable Communities
Department of Housing and Community Development
Division of Community Services
100 Cambridge Street, Suite 300
Boston, MA 02114

7. Immediately upon receipt, the Contractor shall notify the Department and provide the Department with copies of any and all written communications and/or exception reports the Contractor receives from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor during this Contract term.
8. Within 5 business days of receipt of a demand letter or being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings and/or demand letters to the Department.
9. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request.

E. Field Monitoring

1. The Department may conduct on-site field visits during the term of the Contract and monitor the Contractor's compliance with the Contract. The Contractor shall allow the Department and its representative's access to all of its books and records pertaining to this Contract.

F. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the State or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors

performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

G. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may utilize increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data as required by this Contract.

H. Non-Discrimination In The Provision of Services

1. The Contractor shall not deny services to or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age

Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

I. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract supported personnel and applicants or recipients of Contract supported programs and activities in accordance with M.G.L. c. 66A, "Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.
3. Pursuant to Executive Order No. 504, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

J. Fraud, Waste, and Abuse

1. The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract. The Contractor certifies its understanding of the Department's Fraud, Waste, and Abuse Prevention Policy and Fraud, Waste, and Abuse Reporting Procedure. The Contractor certifies its understanding of the Department's zero tolerance policy for fraud.

AGENDA

ITEM #5

**Approval – Change Order with CC Construction -
\$30,151.11**

Associated backup materials attached:

- Change Order #1 cover sheet
- Itemization of CO#1 cost items

Proposed Motion: I move that the Board authorize the Chairman to execute change order #1 with CC Construction, Inc. for Brentwood drainage improvements in an amount not to exceed \$30,151.11 subject to Town Counsel approval.



TOWN OF MEDWAY

Town Administrator

Medway Town Hall
155 Village Street
Medway, MA 02053

CHANGE ORDER # 1

CHANGE ORDER AMOUNT \$ 30,151.11

CONTRACTOR

Current Date:

Company Name:

CC Construction, Inc.

Address:

15 Diamond's Path
P.O. Box 1493
South Dennis, MA 02660

Project Description:

BRENTWOOD DRAINAGE IMPROVEMENTS

Town Meeting Approved Borrowing Amount:

Grant: \$285,739.00
ATM: \$300,000.00
Total: \$585,739.00

Period of Performance:

Mar-2016 - May-2016

Un-Reserved Project Funds:

Original Contract Amount:

\$294,629.27

Funding Source (number & description):

0242102-5258 Road Work

Change Orders to Date (list individually):

None

Change Order Number and Date:

CO #1 May 13, 2016

Amount of new Change Order:

\$30,151.11

Contract Expenditures to Date

\$294,629

New Contract Amount incl. ALL Change Orders:

\$324,780.38

Remaining Balance (before current change order):

\$294,629.27

APPROVED BY:

Michael Boynton, Town Administrator, Town of Medway

See Attached
Vendor Authorized Officer, Title, Company Name

Carol Pratt, Town Accountant, Town of Medway

Department Head/Project Manager, Town of Medway

Change Requested:

This change order increases the Contract amount by \$30,151.11 to provide compensation for Contractor claims for additional work Proposed Change Orders (PCOs) 1 through 8, attached.

Reason For Change/Other Pending Expenditures:

Explanation Attached.

BOARD OF SELECTMEN
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2013-3

BRENTWOOD DRAINAGE IMPROVEMENTS

CHANGE ORDER FORM

Original Contract Price	\$ <u>294,629.27</u>
Previous Change Orders # _____	\$ <u>0.00</u>
Present Contract Price	\$ <u>294,629.27</u>
This Change Order # <u>1</u> Increase/ Decrease	\$ <u>30,151.11</u>
Total Adjusted Contract Price	\$ <u>324,780.38</u>

This Change Order changes the time of completion by 6 calendar Days.

The extended completion date is April 21, 2016

This Change Order checked by Scott A. Miller, PE 12May16
Engineer Date

This Change Order requested by Contractor

This Change Order prepared by Scott A. Miller, PE
Engineer

The undersigned agree to the terms of the Change Order.

Brian C. Cooney May 13, 2016
Contractor Date

Owner Date

Town Accountant Date

Certification of Appropriation under M.G.L. c.44, ss31c: Adequate funding in the amount sufficient to cover the total cost of this Change Order is available.

Certification Officer Date

Change Order Form (continued)

Public Entity Town of Medway, Massachusetts

Project Number _____

Contract Number: 2013-3

Change Order Number: 1

Contract Title: BRENTWOOD DRAINAGE IMPROVEMENTS

Owner's Name: Town of Medway, Massachusetts Board of Selectmen

Owner's Address: Department of Public Services, 35B Holliston Street, Medway, MA 02053

Contractor's Name: CC Construction, Inc.

Contractor's Address: 15 Diamond's Path, P.O. Box 1493, South Dennis, MA 02660

Description of Change

This change order increases the Contract amount by \$30,151.11 to provide compensation for Contractor claims for additional work Proposed Change Orders (PCOs) 1 through 8, attached.

Reason for Change

See attached recommendation with cost breakdown, attached.

PCO # 001 Unforeseen Groundwater Conditions

Proposed Cost: \$14,852.98

STATED DESCRIPTION: Additional costs associated with unexpected dewatering of existing drainage that appeared to be tied into a river. No borings provided and plan profile did not indicate ground water.

EVALUATION: The Contractor experienced excessive groundwater conditions in the upper areas of the drainage area where dryer conditions were expected based upon the visible conditions of the site at the time of bidding. Additionally, the flows were concentrated at a specific area requiring unusual effort to control groundwater flow in to the trench and maintain a stable pipe bedding. The materials cost for crushed stoned has been paid under the unit price bid item. Our records indicate that the loader operation was shared between the other pipe laying crew and screening operations. We have reduced the loader time by 67% to compensate for this shared use.

ACTION: The additional work related to direct work and crew delay time to due to the unforeseen conditions should be paid to the Contractor with the adjustments as shown in the attached work sheet. The adjusted cost is \$7,476.63 with a time extension of 0.56 days.

PCO # 002 Test pit existing utilities for DMH # 6+38 station

Proposed Cost: \$8,601.34

STATED DESCRIPTION: Additional time associated with excavation/backfill of test pits on existing water main and gas main to identify utility elevations and re-design proposed drainage system.

EVALUATION: The Contractor uncovered a water main during construction near station 6+50. The water main was generally on line per the drawings however the main was deeper than standard construction practices would indicate. The water main was in conflict with the crown of the proposed drain. This is the last section of between Drain Manhole 6+38 and Catch Basin B at 7+02. Test pits were excavated at two upstream gas utility crossings to determine if an alternate grade could be established. The gas mains were found in conflict at a higher grade. The drain was reduced to a 15-inch diameter to clear under the water main. Our records indicate that the loader operation was shared between the other pipe laying crew and screening operations. We have reduced the loader time by 67% to compensate for this shared use. The proposed change order cost is established entirely at overtime labor rates. The work was not required to be completed at an overtime rate due to a pending safety risk or property damage and was completed within the standard work day. Overtime was not authorized by the Owner as required by the General Conditions (00700) Paragraph 11.01 A 1. A time extension is warranted however for 9 hours of delay time. As two crews were working at the time, a time extension on the basis of a half day extension per standard 8-hour crew day of work was used. The drain manhole base section was required to be replaced when the inlet from CB 7+02 was reduced to a 15-inch diameter. The cost of this material has been added to this request based upon information provided by PCO# 008.

DECISION: The additional work related to direct work and crew delay time to avoid the utility conflict should be paid to the Contractor with the adjustments as shown in the attached work sheet. The adjusted cost is \$7,476.63 with a time extension of 0.56 days.

PCO # 003 Locating Mismarked Sewer Service House #04

Proposed Cost: \$3,505.17

STATED DESCRIPTION: Additional costs associated with locating mismarked sewer service that was off by 12 feet. Information provided by the Town / Dig-safe location was not accurate.

EVALUATION: The Contractor uncovered a sewer service that was mismarked. As the service was unexpected, it was damaged through the trench excavation process. The contractor experienced a delay of 3 hours to expose and repair the damaged service. As the damage was unexpected and limited in length, it could not be reasonably compensated completely through sewer service replacement item. The sewer service measurement and payment item does include the cost of pipe installation as well as excavation and backfill. We have reduced the crew time by one half hour to allow for this time paid through the related unit price item. Our records indicate that the loader operation was shared between the other pipe laying crew and screening operations. We have reduced the loader time with operator by one third to compensate for this shared use. Material costs have been removed as they are included in the unit price item for sewer service replacement. The proposed change order cost is established entirely at overtime labor rates. The work was not required to be completed at an overtime rate due to a pending safety risk or property damage and was completed within the standard work day. Overtime was not authorized by the Owner as required by the General Conditions (00700) Paragraph 11.01 A 1. A time extension is warranted however for three hours of crew time. As two crews were working at the time, a time extension on the basis of a half day extension per standard 8-hour crew day of work was used.

DECISION: The additional work related to direct work and crew delay time to avoid the utility conflict should be paid to the Contractor with the adjustments as shown in the attached work sheet. The adjusted cost is \$ 2,209.88with a time extension of 0.16 days.

PCO # 004 Relocation of proposed 24" drain line

Proposed Cost: \$4,246.49

STATED DESCRIPTION: Additional time associated with relocation of proposed 24" drain line location / route due to location of existing water main.

EVALUATION: The marked out location of the water main in Lee Lane was closer to the roadway centerline than as shown on the design plans. The proposed drain route was adjusted to avoid a conflict with the water main trench and an additional directional manhole was added. No additional cost is warranted as the installation of the drain pipe and the additional manhole is included in the payment items. A time extension is warranted however for the two additional hours of time required to place the drain manhole. As two crews were working at the time, a time extension on the basis of a half day extension per standard 8-hour crew day of work was used.

DECISION: The additional work related to direct work and crew delay time to avoid the utility conflict is denied as it is included in the unit price items. The additional work does warrant a time extension of 0.13 days.

PCO # 005 Conflict with Existing Sewer Service Invert

Proposed Cost: \$3,332.67

STATED DESCRIPTION: Additional costs associated with existing sewer service lateral to House #06 being in elevation conflict with proposed 24" main drain line elevation. Engineer on-site requested CC to expose existing sewer service lateral back to existing main line connection to ensure we cannot adjust elevation of sewer service lateral pipe.

EVALUATION: The contractor uncovered a sewer service that was in direct conflict with the proposed storm drain. The sewer service was expected to be set at an elevation lower than the actual condition based upon record plans. The Engineer requested that the contractor excavate to expose the sewer service connection at the sewer main to determine if the service could be lowered. The service was connected as low as possible. The trench was backfilled and the drain realigned vertically to pass over the service. The contractor experienced a delay of 3 hours to expose the service. Our records indicate a four-person crew working this day. We have removed the time of a laborer. The proposed change order cost is established entirely at overtime labor rates. The work was not required to be completed at an overtime rate due to a pending safety risk or property damage and was completed within the standard work day. Overtime was not authorized by the Owner as required by the General Conditions (00700) Paragraph 11.01 A 1. A time extension is warranted however for three hours of crew time. As two crews were working split shifts at the time, a time extension on the basis of a half day extension per standard 8-hour crew day of work was used.

DECISION: The additional work related to direct work and crew delay time to avoid the utility conflict should be paid to the Contractor with the adjustments as shown in the attached work sheet. The adjusted cost is \$ 2,368.43 with a time extension of 0.19 days.

PCO # 006 Conflict with Water Main & Gas Main

Proposed Cost: \$4,731.06

STATED DESCRIPTION: Additional time associated with elevation conflict for proposed 12" CB drain line from DMH 4+29 to CB "A" 4+10. The proposed drain line pipe invert was a direct hit with existing water main and gas main utilities.

EVALUATION: The Contractor uncovered a water main during construction near station 4+25. The water main closer to the drain manhole at 4+29 than as shown on the drawings. The main was also at a depth of approximately 3 feet, shallower than standard construction practices would indicate. The water main was in conflict with the invert of the proposed drain from the catch basin at 4+10. A gas main was also in the area but closer to the catch basin. Test pits were excavated at gas utility crossing to determine if an alternate grade could be established. The gas mains were found in conflict at a higher grade. The drain was modified to a dual 8-inch diameter drain to pass over the water main and under the gas. The contractor experienced a delay of 4 hours to expose water main and gas utility. The proposed cost provides for a daily rate for miscellaneous pumps, equipment and road plates. This equipment was not rented specifically for this task and was already on the job site. The rate should

therefore be prorated to an hourly rate per the Supplementary Conditions (00800) 11.01-A.2.1(a). The proposed change order cost is established entirely at overtime labor rates. The work was not required to be completed at an overtime rate due to a pending safety risk or property damage and was completed within the standard work day. Overtime was not authorized by the Owner as required by the General Conditions (00700) Paragraph 11.01 A 1. A time extension is warranted however for 4 hours of delay time. As two crews were working at the time, a time extension on the basis of one half day extension per standard 8-hour crew day of work was used.

DECISION: The additional work related to direct work and crew delay time to avoid the utility conflict should be paid to the Contractor with the adjustments as shown in the attached work sheet. The adjusted cost is \$2,917.89 with a time extension of 0.22 days.

PCO # 007 Unmarked existing sewer service lateral CB #5+92 Proposed Cost: \$3,200.34

STATED DESCRIPTION: Additional time associated with unmarked existing sewer service lateral near CB #5+92. Costs include time only associated with excavating existing sewer service lateral after it was hit by equipment. Other costs for parts and materials are covered by unit price.

EVALUATION: The Contractor uncovered a sewer service that was mismarked. As the service was unexpected, it was damaged through the trench excavation process. The contractor experienced a delay of 3 hours to expose and repair the damaged service. As the damage was unexpected and limited in length, it could not be reasonably compensated completely through sewer service replacement item. The sewer service measurement and payment item does include the cost of pipe installation as well as excavation and backfill. We have reduced the crew time by one half hour to allow for this time paid through the related unit price item. Our records indicate that the loader operation was shared between the other pipe laying crew and screening operations. We have reduced the loader time with operator by one third to compensate for this shared use. The proposed cost provides for a daily rate for miscellaneous pumps, equipment and road plates. This equipment was not rented specifically for this task and was already on the job site. The rate should therefore be prorated to an hourly rate per the Supplementary Conditions (00800) 11.01-A.2.1(a). The proposed change order cost is established entirely at overtime labor rates. The work was not required to be completed at an overtime rate due to a pending safety risk or property damage and was completed within the standard work day. Overtime was not authorized by the Owner as required by the General Conditions (00700) Paragraph 11.01 A 1. A time extension is warranted however for three hours of crew time. As two crews were working at the time, a time extension on the basis of a half day extension per standard 8-hour crew day of work was used.

DECISION: The additional work related to direct work and crew delay time to avoid the utility conflict should be paid to the Contractor with the adjustments as shown in the attached work sheet. The adjusted cost is \$ 2,086.76 with a time extension of 0.16 days.

PCO # 008 Catch Basin 1+74 Not Used

Proposed Cost: \$787.75

STATED DESCRIPTION: Additional cost for original catch basin 1+74 not being used due to design change.

EVALUATION: The design of catch basin 1+74 remained unchanged through the project. This additional section of precast is related to the change at DMH 6+38. A base section was required to be replaced when the inlet from CB 7+02 was reduced to a 15-inch diameter. The cost of this material has been added to the related PCO # 002.

DECISION: The additional cost related to additional materials is denied as the cost is now included in PCO # 002.

PCO	Requested Amount	Recommended Amount	Time Extension
1	14,852.98	13,097.52	1.13
2	8,601.34	7,476.63	0.56
3	3,505.17	2,209.88	0.16
4	4,246.49	-	0.13
5	3,332.67	2,368.43	0.19
6	4,731.06	2,917.89	0.22
7	3,200.34	2,080.76	0.16
8	787.75	-	-
	43,257.80	30,151.11	2.53

	Quantity	Units	Description	Rate	Cost
Equipment	12 HR	PC228 Excavator		121.37	1,456.44
	4 HR	L90 Loader		101.37	405.48
	24 HR	Triaxle Dump		52.67	1,264.08
	12 HR	Utility Truck		50.00	600.00
Misc	0 Day	Misc. pumps equip.t & roadplates		250.00	-
Labor	18 HR	Foreman		68.63	1,235.34
	27 HR	Operator		68.63	1,853.01
	36 HR	Driver		52.33	1,883.88
	18 HR	Laborer		51.25	922.50
					5,894.73
		Direct Labor Markup		30%	1,768.42
		Total			7,663.15
Materials	0 CY	3/4" Crushed Stone		23.00	-
		Subtotal			11,389.15
		Overhead and Profit		15%	1,708.37
		Total Cost			13,097.52
Time Extension	18 Crew Hours	per 8 hours/crew/day		1.13 Days	

	Quantity	Units	Description	Rate	Cost
Equipment					
	9	Recommended	PC228 Excavator	121.37	1,092.33
	3	HR	L90 Loader	101.37	304.11
	18	HR	Triaxle Dump	52.67	948.06
	9	HR	Utility Truck	50.00	450.00
Misc					
Labor					
	9	HR	Foreman	68.63	617.67
	9	HR	Operator	68.63	617.67
	12	HR	Driver	52.33	627.96
	9	HR	Laborer	51.25	461.25
					2,324.55
			Direct Labor Markup	30%	697.37
			Total		3,021.92
Materials					
	1	EA	Additional precast section	685.00	685.00
			Subtotal		6,501.42
			Overhead and Profit	15%	975.21
			Total Cost		7,476.63
Time Extension	9	Crew Hours	per 8 hours/crew/day	0.56	Days

	Quantity	Units	Description	Rate	Cost
Equipment	2.5	Recommended	PC228 Excavator	121.37	303.43
	0.67	HR	L90 Loader	101.37	67.58
	5	HR	Triaxle Dump	52.67	263.35
	2.5	HR	Utility Truck	50.00	125.00
Misc					
Labor	2.5	HR	Foreman	68.63	171.58
	3.17	HR	Operator	68.63	217.33
	5	HR	Driver	52.33	261.65
	2.5	HR	Laborer	51.25	128.13
					778.68
			Direct Labor Markup	30%	233.60
			Total		1,012.28
Materials	0	Ea			150.00
			Subtotal		1,921.64
			Overhead and Profit	15%	288.25
			Total Cost		2,209.88
Time Extension	2.5	Crew Hours	per 8 hours/crew/day	0.16	Days

	Quantity	Units	Description	Rate	Cost
Equipment					
	3	Recommended	PC228 Excavator	121.37	364.11
	1.5	HR	L90 Loader	101.37	152.06
	6	HR	Triaxle Dump	52.67	316.02
	3	HR	Utility Truck	50.00	150.00
Misc					-
Labor					
	3	HR	Foreman	68.63	205.89
	4.5	HR	Operator	68.63	308.84
	6	HR	Driver	52.33	313.98
	0	HR	Laborer	51.25	-
					828.71
			Direct Labor Markup	30%	248.61
			Total		1,077.32
Materials					
			Subtotal		2,059.50
			Overhead and Profit	15%	308.93
			Total Cost		2,368.43
Time Extension	3	Crew Hours	per 8 hours/crew/day	0.19	Days

	Quantity	Units	Description	Rate	Cost
Equipment					
	3.5	Recommended	PC228 Excavator	121.37	424.80
	0.83	HR	L90 Loader	101.37	84.48
	7	HR	Triaxle Dump	52.67	368.69
	3.5	HR	Utility Truck	50.00	175.00
Misc	0.44	Day	Misc pumps equip and road plates	250.00	109.38
Labor					
	3.5	HR	Foreman	68.63	240.21
	4.33	HR	Operator	68.63	297.40
	7	HR	Driver	52.33	366.31
	3	HR	Laborer	51.25	153.75
					1,057.66
			Direct Labor Markup	30%	317.30
			Total		1,374.96
Materials					
			Subtotal		2,537.30
			Overhead and Profit	15%	380.59
			Total Cost		2,917.89
Time Extension	3.5	Crew Hours	per 8 hours/crew/day	0.22	Days

	Quantity	Units	Description	Rate	Cost
Equipment					
	2.5	Recommended	PC228 Excavator	121.37	303.43
	1	HR	L90 Loader	101.37	101.37
	2.5	HR	Triaxle Dump	52.67	131.68
	2.5	HR	Utility Truck	50.00	125.00
Misc	0.44	Day	Misc pumps equip and road plates	250.00	109.38
Labor					
	2.5	HR	Foreman	68.63	171.58
	3.5	HR	Operator	68.63	240.21
	2.5	HR	Driver	52.33	130.83
	5	HR	Laborer	51.25	256.25
					798.86
			Direct Labor Markup	30%	239.66
			Total		1,038.51
Materials					
			Subtotal		1,809.36
			Overhead and Profit	15%	271.40
			Total Cost		2,080.76
Time Extension	2.5	Crew Hours	per 8 hours/crew/day	0.16	Days

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #001 Unforseen Groundwater Conditions

April 20, 2016

DESCRIPTION: Additional costs associated with unexpected dewatering of existing drainage that appeared to be tied into a river. No borings provided and plan profile did not indicate ground water

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS.	PC308 Excavator	@	136.37 HR.	\$	-
HRS.	PC300 Excavator	@	131.37 HR.	\$	-
12.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	1,456.44
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
6.00 HRS.	L90 Loader	@	101.37 HR.	\$	608.22
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
24.00 HRS.	Tri-axle	@	52.67 HR.	\$	1,264.08
HRS.	Dump Trailer	@	57.67 HR.	\$	-
12.00 HRS.	Utility Truck	@	50.00 HR.	\$	600.00

MISC.

1.50 DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	375.00
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

18.00 HRS.	FOREMAN	@	68.63 HR.	\$	1,235.34
27.00 HRS.	OPERATOR	@	68.63 HR.	\$	1,853.01
36.00 HRS.	DRIVER	@	52.33 HR.	\$	1,883.88
18.00 HRS.	LABORER	@	51.25 HR.	\$	922.50
SUBTOTAL				\$	5,894.73
DIRECT LABOR MARKUP			@ 30%	\$	1,768.42
TOTAL LABOR				\$	7,663.15

MATERIAL:

41.25 Tons	3/4" Stone	@	23.00 Ton	\$	948.75
------------	------------	---	-----------	----	--------

SUBTOTAL			\$	12,915.64	
O & P			15.00%	\$	1,937.35
TOTAL COST				\$	14,852.98

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY <i>J.K.</i>	DATE <i>4/5/16</i>	
NAME <i>Haley and Ward.</i>		
ADDRESS <i>Lee Rd</i>		
CITY <i>Medway</i>		
<input type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
<i>4 hrs</i>	<i>• establishing control of existing ground water</i>	<i>✓</i>
	<i>• 12" RCP running full do to infiltration @ joints.</i>	
	<i>• 10 yds 3/4 Stone gaining control of water</i>	<i>✓</i>
<i>2</i>	<i>• Trucks • 228</i>	<i>✓</i>
<i>1</i>	<i>• laborer • 1 foreman</i>	<i>✓</i>
RECEIVED BY <i>Received by JJK</i>	TOTAL	

Witnessed by Sam
13731

THANK YOU

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY J.K.		DATE 4/6/16
NAME Haley and Ward		
ADDRESS Lee Rd.		
CITY Medway		
<input type="checkbox"/> CASH	<input checked="" type="checkbox"/> CHARGE	<input type="checkbox"/> MERCHANDISE RETURNED
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> PAID OUT	<input type="checkbox"/> PAID ON ACCOUNT

QTY.	DESCRIPTION	AMOUNT
3 hrs	Unmarked sewer service backside of existing C.B.	• 228 ✓
	• 6" SDR 35 4'	• 2 trucks ✓
	• 3 yds 3/4 Stone	• 1 laborer ✓
3 hrs	• dealing w/ existing 12" drain	• 1 foreman ✓
	• Running full of ground water	
	• 10 yds 3/4" Stone ✓	

RECEIVED BY Received by JTH Witnessed by SAM 13730	TOTAL
--	-------

THANK YOU

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY <u>J.K.</u>		DATE <u>4/7/16</u>
NAME <u>Haley and Ward.</u>		
ADDRESS <u>Lee Rd</u>		
CITY <u>Medway</u>		
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
<u>5hrs</u> ✓	• 12" RCP existing Running full of Ground Water	
	• <u>15 Yds</u> 3/4 stone ✓ used to control situation	
1•	228 excavator ✓	
2•	Trucks ✓	
1•	Laborer ✓	
1•	foreman ✓	
RECEIVED BY <u>Received by JTA</u> <u>authorized by SAM</u>		TOTAL

13732

THANK YOU

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #002 Test pit existing utilities for DMH # 6+38 station

April 20, 2016

DESCRIPTION: Additional time associated with excavation/backfill of test pits on existing water main and gas main to identify utility elevations and re-design proposed drainage system. See Slip # 14920 & 13733

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS.	PC308 Excavator	@	136.37 HR.	\$	-
HRS.	PC300 Excavator	@	131.37 HR.	\$	-
9.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	1,092.33
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
4.50 HRS.	L90 Loader	@	101.37 HR.	\$	456.17
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
18.00 HRS.	Tri-axle	@	52.67 HR.	\$	948.06
HRS.	Dump Trailer	@	57.67 HR.	\$	-
9.00 HRS.	Utility Truck	@	50.00 HR.	\$	450.00

MISC.

DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	-
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

13.50 HRS.	FOREMAN	@	68.63 HR.	\$	926.51
13.50 HRS.	OPERATOR	@	68.63 HR.	\$	926.51
18.00 HRS.	DRIVER	@	52.33 HR.	\$	941.94
13.50 HRS.	LABORER	@	51.25 HR.	\$	691.88
SUBTOTAL				\$	3,486.83
DIRECT LABOR MARKUP			@	30%	\$ 1,046.05
TOTAL LABOR				\$	4,532.87

MATERIAL:

				@	\$	-
SUBTOTAL				\$	7,479.43	
O & P			15.00%	\$	1,121.91	
TOTAL COST				\$	8,601.34	

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY J.K.		DATE 4/9/16
NAME Haley and Ward		
ADDRESS Lee Rd.		
CITY Medway		
<input type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
3hrs	<ul style="list-style-type: none"> • locate existing water main • excavator w/ oper • laborer • Truck- 	
	<ul style="list-style-type: none"> • relocate drain line & add manhole • water main in way 	
RECEIVED BY		TOTAL

14920

THANK YOU

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY J.K.		DATE 4/8/16
NAME Haley and Ward		
ADDRESS Lee Rd.		
CITY Medway		
<input type="checkbox"/> CASH	<input type="checkbox"/> CHARGE	<input type="checkbox"/> MERCHANDISE RETURNED
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> PAID OUT	<input type="checkbox"/> PAID ON ACCOUNT
QTY.	DESCRIPTION	AMOUNT
6 hrs ✓	• Water main 2' deeper than expected.	
	• New structure to be built	
	• figuring New inlets	
	• locating Gas mains	
	• 228 ✓	
	2 Trucks ✓	
	1 foreman ✓	
RECEIVED BY Received by JKA <i>approved by Sam</i>		TOTAL

13733

THANK YOU

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #003 Locating Mismarked Sewer Service House #04

April 20, 2016

DESCRIPTION: Additional Additional costs associated with locating mismarked sewer service that was off by 12 feet.
Information provided by the Town / Dig-safe location was not accurate. See Slip # 14919.

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS.	PC308 Excavator	@	136.37 HR.	\$	-
HRS.	PC300 Excavator	@	131.37 HR.	\$	-
3.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	364.11
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
1.50 HRS.	L90 Loader	@	101.37 HR.	\$	152.06
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
6.00 HRS.	Tri-axle	@	52.67 HR.	\$	316.02
HRS.	Dump Trailer	@	57.67 HR.	\$	-
3.00 HRS.	Utility Truck	@	50.00 HR.	\$	150.00

MISC.

DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	-
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

4.50 HRS.	FOREMAN	@	68.63 HR.	\$	308.84
6.75 HRS.	OPERATOR	@	68.63 HR.	\$	463.25
9.00 HRS.	DRIVER	@	52.33 HR.	\$	470.97
4.50 HRS.	LABORER	@	51.25 HR.	\$	230.63
SUBTOTAL				\$	1,473.68
DIRECT LABOR MARKUP			@ 30%	\$	442.10
TOTAL LABOR				\$	1,915.79

MATERIAL:

1.00 Each	Miscellaneous Part	@	150.00 Each	\$	150.00
-----------	--------------------	---	-------------	----	--------

SUBTOTAL			\$	3,047.97	
O & P			15.00%	\$	457.20
TOTAL COST				\$	3,505.17

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
(508) 398-1811
Fax (508) 398-1866

SOLD BY J.K.		DATE 4/11/16
NAME Haley and Ward		
ADDRESS Lee Rd		
CITY Medway		
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
3 hrs	<ul style="list-style-type: none"> • Miss marked Sewer service (off by 12') • Machine w/ oper. • laborer • parts • Delay of time 	
RECEIVED BY		TOTAL

14919

THANK YOU

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #004 Relocation of proposed 24" drain line

April 20, 2016

DESCRIPTION: Additional time associated with relocation of proposed 24" drain line location / route due to location of existing water main. See Slip #14921.

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS.	PC308 Excavator	@	136.37 HR.	\$	-
HRS.	PC300 Excavator	@	131.37 HR.	\$	-
4.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	485.48
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
2.00 HRS.	L90 Loader	@	101.37 HR.	\$	202.74
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
HRS.	Tri-axle	@	52.67 HR.	\$	-
HRS.	Dump Trailer	@	57.67 HR.	\$	-
4.00 HRS.	Utility Truck	@	50.00 HR.	\$	200.00

MISC.	1.00 DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	250.00
	HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
	HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
	HRS.	Street Sweeper	@	125.00 HR.	\$	-
	HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

6.00 HRS.	FOREMAN	@	68.63 HR.	\$	411.78	
9.00 HRS.	OPERATOR	@	68.63 HR.	\$	617.67	
12.00 HRS.	DRIVER	@	52.33 HR.	\$	627.96	
6.00 HRS.	LABORER	@	51.25 HR.	\$	307.50	
			SUBTOTAL	\$	1,964.91	
			DIRECT LABOR MARKUP	@	30%	\$ 589.47
			TOTAL LABOR		\$	2,554.38

MATERIAL:

		@		\$	-
			SUBTOTAL	\$	3,692.60
			O & P	15.00%	\$ 553.89
			TOTAL COST	\$	4,246.49

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
(508) 398-1811
Fax (508) 398-1866

SOLD BY <i>J.K.</i>	DATE <i>4/12/16</i>	
NAME <i>Haley & Ward</i>		
ADDRESS <i>Lee Rd.</i>		
CITY <i>Medway</i>		
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
<i>4 hrs</i>	<i>• excavator</i>	
	<i>• Trucks</i>	
	<i>• Laborer</i>	
	<i>• add DMH due</i>	
	<i>To water main</i>	
	<i>being in way</i>	
RECEIVED BY		TOTAL

14921

THANK YOU

Brentwood Drainage
 Rte 109 Lee Lane
 Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
 PO BOX 1493
 15 DIAMOND'S PATH
 SOUTH DENNIS, MA 02660

CHANGE ORDER #005 Conflict with Existing Sewer Service Invert

April 20, 2016

DESCRIPTION: Additional costs associated with existing sewer service lateral to House #06 being in elevation conflict with proposed 24" main drain line elevation. Engineer on-site requested CC to expose existing sewer service lateral back to existing main line connection to ensure we cannot adjust elevation of sewer service lateral pipe. See slip # 14922

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS.	PC308 Excavator	@	136.37 HR.	\$	-
HRS.	PC300 Excavator	@	131.37 HR.	\$	-
3.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	364.11
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
1.50 HRS.	L90 Loader	@	101.37 HR.	\$	152.06
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
6.00 HRS.	Tri-axle	@	52.67 HR.	\$	316.02
HRS.	Dump Trailer	@	57.67 HR.	\$	-
3.00 HRS.	Utility Truck	@	50.00 HR.	\$	150.00

MISC.

DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	-
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

4.50 HRS.	FOREMAN	@	68.63 HR.	\$	308.84
6.75 HRS.	OPERATOR	@	68.63 HR.	\$	463.25
9.00 HRS.	DRIVER	@	52.33 HR.	\$	470.97
4.50 HRS.	LABORER	@	51.25 HR.	\$	230.63

SUBTOTAL				\$	1,473.68
DIRECT LABOR MARKUP				@	30%
TOTAL LABOR				\$	442.10
				\$	1,915.79

MATERIAL:

@	\$	-
---	----	---

SUBTOTAL			\$	2,897.97	
O & P			15.00%	\$	434.70
TOTAL COST			\$	3,332.67	

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY: <u>J. Ke</u>		DATE: <u>4/13/16</u>
NAME: <u>Haley & Ward.</u>		
ADDRESS: <u>Lee Rd</u>		
CITY: <u>Medway</u>		
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
<u>3 hrs</u>	<ul style="list-style-type: none"> • Sewer Service invert in way • excavator w/ oper • laborer • Trucks. • had to dig back to main to make sure wouldn't work 	
RECEIVED BY		TOTAL

14922

THANK YOU

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #006 Conflict with Water Main & Gas Main

April 20, 2016

DESCRIPTION: Additional time associated with elevation conflict for proposed 12" CB drain line from DMH 4+29 to CB "A" 4+10. The proposed drain line pipe invert was a direct hit with existing water main and and gas main utilities. See Slip # 14923

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS	PC308 Excavator	@	136.37 HR.	\$	-
HRS	PC300 Excavator	@	131.37 HR.	\$	-
4.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	485.48
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
2.00 HRS.	L90 Loader	@	101.37 HR.	\$	202.74
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
8.00 HRS.	Tri-axle	@	52.67 HR.	\$	421.36
HRS.	Dump Trailer	@	57.67 HR.	\$	-
4.00 HRS.	Utility Truck	@	50.00 HR.	\$	200.00

MISC.

1.00 DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	250.00
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

6.00 HRS.	FOREMAN	@	68.63 HR.	\$	411.78
9.00 HRS.	OPERATOR	@	68.63 HR.	\$	617.67
12.00 HRS.	DRIVER	@	52.33 HR.	\$	627.96
6.00 HRS.	LABORER	@	51.25 HR.	\$	307.50
SUBTOTAL				\$	1,964.91
DIRECT LABOR MARKUP				@ 30%	\$ 589.47
TOTAL LABOR				\$	2,554.38

MATERIAL:

@	\$	-		
SUBTOTAL			\$	4,113.96
O & P			15.00%	\$ 617.09
TOTAL COST			\$	4,731.06

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
(508) 398-1811
Fax (508) 398-1866

SOLD BY <i>J.K.</i>		DATE <i>4/15/16</i>
NAME <i>Haley & Ward</i>		
ADDRESS <i>Lee Rd.</i>		
CITY <i>Medway</i>		
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT		
QTY.	DESCRIPTION	AMOUNT
<i>4 hrs</i>	<i>Water main & Gas main both hit & drainage pipe invert.</i>	
RECEIVED BY		TOTAL

14923

THANK YOU

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #007 Unmarked existing sewer service lateral CB #5+92

April 20, 2016

DESCRIPTION: Additional time associated with unmarked existing sewer service lateral near CB #5+92. Costs include time only associated with excavating existing sewer service lateral after it was hit by equipment. Other costs for parts and materials are covered by unit price. See Slip #13730 partial.

****Note that time and a half has been applied****

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS	PC308 Excavator	@	136.37 HR.	\$	-
HRS	PC300 Excavator	@	131.37 HR.	\$	-
3.00 HRS.	PC228 Excavator	@	121.37 HR.	\$	364.11
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
1.50 HRS.	L90 Loader	@	101.37 HR.	\$	152.06
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
3.00 HRS.	Tri-axle	@	52.67 HR.	\$	158.01
HRS.	Dump Trailer	@	57.67 HR.	\$	-
3.00 HRS.	Utility Truck	@	50.00 HR.	\$	150.00

MISC.

1.00 DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	250.00
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

4.50 HRS.	FOREMAN	@	68.63 HR.	\$	308.84
4.50 HRS.	OPERATOR	@	68.63 HR.	\$	308.84
4.50 HRS.	DRIVER	@	52.33 HR.	\$	235.49
9.00 HRS.	LABORER	@	51.25 HR.	\$	461.25

SUBTOTAL				\$	1,314.41
DIRECT LABOR MARKUP			@	30%	\$ 394.32
TOTAL LABOR				\$	1,708.73

MATERIAL:

@ \$ -

SUBTOTAL			\$	2,782.90
O & P		15.00%	\$	417.44
TOTAL COST			\$	3,200.34

C.C. CONSTRUCTION, INC.

P.O. Box 1493
 15 Diamonds Path
 South Dennis, MA 02660
 (508) 398-1811
 Fax (508) 398-1866

SOLD BY <i>J.K.</i>		DATE <i>4/16/16</i>
NAME <i>Haley and Ward</i>		
ADDRESS <i>Lee Rd.</i>		
CITY <i>Medway</i>		
<input type="checkbox"/> CASH	<input checked="" type="checkbox"/> CHARGE	<input type="checkbox"/> MERCHANDISE RETURNED
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> PAID OUT	<input type="checkbox"/> PAID ON ACCOUNT
QTY.	DESCRIPTION	AMOUNT
<i>3 hrs</i>	<i>• 1/2 bin marked sewer service backside of existing C.B.</i>	<i>• 228 ✓</i>
	<i>• 6" SDR 35 4'</i>	<i>• 2 trucks ✓</i>
	<i>• 3 yds 3/4 Stone</i>	<i>• 1 labor ✓</i>
<i>3 hrs</i>	<i>• dealing w/ existing 12" drain</i>	<i>• 1 foreman ✓</i>
	<i>• Running full of ground water</i>	
	<i>• 10 yds 3/4" Stone</i>	<i>✓</i>
RECEIVED BY <i>Received by JTH</i> <i>Witnessed by SAM</i>		TOTAL

PO # 007

13730

THANK YOU

Brentwood Drainage
Rte 109 Lee Lane
Medway, MA

CHANGE ORDER PROPOSAL

C. C. CONSTRUCTION, INC.
PO BOX 1493
15 DIAMOND'S PATH
SOUTH DENNIS, MA 02660

CHANGE ORDER #008 Catch Basin 1+74 Not Used

April 21, 2016

DESCRIPTION: Additional cost for original catch basin 1+74 not being used due to design change.

EQUIPMENT:

HRS.	PC390 Excavator	@	141.37 HR.	\$	-
HRS.	PC308 Excavator	@	136.37 HR.	\$	-
HRS.	PC300 Excavator	@	131.37 HR.	\$	-
HRS.	PC228 Excavator	@	121.37 HR.	\$	-
HRS.	PC170 Excavator	@	101.37 HR.	\$	-
HRS.	PC160 Excavator	@	91.37 HR.	\$	-
HRS.	EC 88 Excavator	@	71.37 HR.	\$	-
HRS.	CAT 303.5 Excavator	@	66.37 HR.	\$	-
HRS.	L180 Loader	@	141.37 HR.	\$	-
HRS.	L120 Loader	@	126.37 HR.	\$	-
HRS.	L90 Loader	@	101.37 HR.	\$	-
HRS.	L70 Loader	@	91.37 HR.	\$	-
HRS.	CAT 420E Backhoe	@	71.37 HR.	\$	-
HRS.	D8N Cat Bulldozer	@	141.37 HR.	\$	-
HRS.	D6 LGP Cat Bulldozer	@	121.37 HR.	\$	-
HRS.	D5 Cat Bulldozer	@	81.37 HR.	\$	-
HRS.	289 Cat Multi-Terrain ASV	@	66.37 HR.	\$	-
HRS.	A25 Volvo Off Road site truck	@	91.37 HR.	\$	-
HRS.	A30 Volvo Off Road Site Truck	@	101.37 HR.	\$	-
HRS.	15 Ton Dynapac Vibratory Roller	@	66.37 HR.	\$	-
HRS.	Volvo Water Truck On Site	@	31.37 HR.	\$	-
HRS.	10-Wheeler	@	42.67 HR.	\$	-
HRS.	Tri-axle	@	52.67 HR.	\$	-
HRS.	Dump Trailer	@	57.67 HR.	\$	-
HRS.	Utility Truck	@	50.00 HR.	\$	-

MISC.

DAYS	Misc. pumps, equipment & road plates	@	250.00 DAY	\$	-
HRS.	Hoe Ram attachment	@	100.00 HR.	\$	-
HRS.	Dynapac Walkbehind Compactor	@	40.00 HR.	\$	-
HRS.	Street Sweeper	@	125.00 HR.	\$	-
HRS.	Air Compressor	@	50.00 HR.	\$	-

LABOR:

HRS.	FOREMAN	@	68.63 HR.	\$	-
HRS.	OPERATOR	@	68.63 HR.	\$	-
HRS.	DRIVER	@	52.33 HR.	\$	-
HRS.	LABORER	@	51.25 HR.	\$	-
SUBTOTAL				\$	-
DIRECT LABOR MARKUP			@ 30%	\$	-
TOTAL LABOR				\$	-

MATERIAL:

1.00 Each	Catch Basin 1+74	@	685.00 Each	\$	685.00
SUBTOTAL				\$	685.00
O & P			15.00%	\$	102.75
TOTAL COST				\$	787.75

AGENDA

ITEM #6

Approval – 2 Year Contract with Truax Corporation for Catch Basin Cleaning - \$85,000

Associated backup materials attached:

- Memo from Tom Holder, DPS Director
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a two year contract with Truax Corporation for catch basin cleaning in an amount not to exceed \$85,000, subject to funding in year two.



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: June 6, 2016
RE: Truax Corporation – Catch Basin Cleaning

Please find attached three (3) copies of a contract for **Truax Corporation – Catch Basin Cleaning**. Contract provides for labor and material to perform Catch Basin Cleaning throughout Medway for two year contract.

Total contract amount not to exceed \$85,000

Bid opening results based on per unit cleaning

Per Catch Basin

Truax Corp.	\$21.40
R J Gabriel	\$28.92
Roadway Maintenance	\$29.66

We greatly appreciate your consideration of this issue.

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 **CATCH BASIN CLEANING** (hereinafter referred to as the "Services"), by and between **TRUAX CORPORATION.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 2186, 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 to perform CATCH BASIN CLEANING. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 24 months from the date of contract execution.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$85,000. (Eighty Five Thousand Dollars) at \$21.40 per Catch Basin.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows unless other arrangements for a particular project have been made in advance by the DPS Director:

One final payment of the entire release amount per Contract forty-five days after receipt of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (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
155 Village Street
Medway, MA 02053

Contractor:

Jean Truax
Truax Corporation
P.O. Box 2186
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

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.

ARTICLE 20: SCHEDULING AND PENALTIES

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.

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.

(e) 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

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: TRUAX Corporation

TOWN OF MEDWAY
By its Board of Selectmen

By: Jean E Truax

JEAN ELIZABETH TRUAX

Title: PRESIDENT

Corporate Seal:

Tom Halch 5.12.16
Thomas Holder - Director
Department of Public Service

DATE Signed: _____

[Signature]
Town Accountant

Dated: 5/24/16

Approved As To Form

[Signature]
Town Counsel

Dated: 5-17-16

Funding Source:

Account: Account VARIES

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

Truax Corporation
Corporate Name (please print or type)

Jean Elizabeth Truax 4/10/16
Signature of Corporate Officer Date

JEAN ELIZABETH TRUAX
PRESIDENT
Name of Corporate Officer (please print or type) Title

[REDACTED]
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.

Exhibit D

CERTIFICATE AS TO CORPORATE BIDDER

I LIDYD M TRUAX
Certify that I am SECRETARY of the
Corporation named as Bidder in the within Bid Form that JEAN E TRUAX
who signed said Bid Form on behalf of the Bidder was then
President of said Corporation; that I know his signature and
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Jean E Truax
(Signature)

JEAN ELIZABETH TRUAX
PRESIDENT

(Title)

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

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Truax Corporation held on 2/22/16 it
(Name of Corporation) (Date)

was voted that:

Jean E Truax President
(Name) (Officer)

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

Shall be valid and binding upon this company.

A true copy,

ATTEST: [Signature]
TITLE: Secretary

PLACE OF BUSINESS:

Truax Corporation
PO Box 2186
Plainville, MA 02762
508-316-0979
4/10/16

DATE OF THIS CONTRACT:

I hereby certify that I am the clerk of the Truax Corporation
(Name of Corporation)

And that Jean E Truax is duly elected President
(NAME) (POSITION)

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

[Signature]
(CLERK)

CORPORATE SEAL:



Town of Medway, Massachusetts 02053

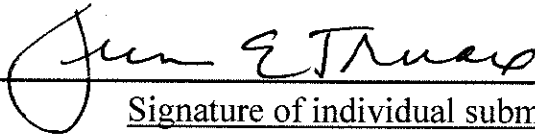
CERTIFICATE OF NON-COLLUSION

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

Truax Corporation

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

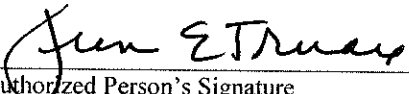
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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
JEAN ELIZABETH TRUAX

4/10/16

Date

Print Name & Title of Signatory
President
Truax Corporation

Name of Contractor

Bond No. 60116952

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Truax Corporation
(Name of Contractor)

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

Capitol Indemnity Corporation of Middleton, State of Wisconsin
(Surety) (City & State)

Capitol Indemnity Corporation 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 City/Town of Medway, Massachusetts, hereinafter called
"Owner", in the penal sum of
Forty Five Thousand and no/100 Dollars
(\$ 45,000.00) 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 9th day of April, 20 16 (the
"Construction Contract"), for the construction described as follows: Catch Basin Cleaning

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 to 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.

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 the 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 decide, for
all costs and expenses incurred by the Owner in performing and completing the work of the

Bond No. 60116952

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Truax Corporation
(Name of Contractor)

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

Capitol Indemnity Corporation of Middleton, State of Wisconsin
(Surety) (City & State)

Capitol Indemnity Corporation 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 City/Town of Medway, Massachusetts, hereinafter called
"Owner", in the penal sum of
Forty Five Thousand and no/100 Dollars
(\$ 45,000.00) 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 9th day of April, 20 16 (the
"Construction Contract"), for the construction described as follows: Catch Basin Cleaning

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 to 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.

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 the 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 decide, for
all costs and expenses incurred by the Owner in performing and completing the work of the

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 2nd day of May, 2016.

ATTEST:

Truax Corporation

Principal

ELIZABETH TRUAX

PRESIDENT

(Principal Secretary)

By *Jan E Truax*

P.O. Box 2186

Plainville, MA 02762

(Address-Zip Code)

[Signature] (SEAL)

Witness as to Principal

491 Mt Hope St

N. Attleboro MA 02760
(Address-Zip Code)

ATTEST:

Capitol Indemnity Corporation

Surety

[Signature] By _____

(Attorney-in-Fact)

945 Great Plain Ave., Ste 15

Needham, MA 02492

(Address-Zip Code)

[Signature] (SEAL)

Witness as to Surety

945 Great Plain Ave., Ste 15

Needham, MA 02492

(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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

Truax Corporation a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Capitol Indemnity Corporation of Middleton,
(Surety)

State of Wisconsin hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of Forty Five Thousand and no/100 Dollars (\$ 45,000.00) 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 19th day of April, 20 16, for the construction described as follows:

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, coal and coke, 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.

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.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 2nd day of May, 20 16

ATTEST:

Capitol Indemnity Corporation

Surety



By _____

(Attorney-in-Fact) Mark D. Leskanic

945 Great Plain Ave., Ste 15

Needham, MA 02492

(Address-Zip Code)



Witness as to Surety

945 Great Plain Ave., Ste 15

Needham, MA 02492

(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.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60116952

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**MARK D. LESKANIC**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.


RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.
COUNTY OF DANE }

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say; that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the 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 signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

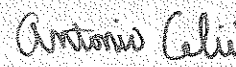
STATE OF WISCONSIN } S.S.
COUNTY OF DANE }

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 2nd day of May, 2016




Antonio Celii
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

- a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b) 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

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - 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 contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

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

E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph **4. of Section IV - Commercial General Liability Conditions** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.



56082837

004761

450

of 180

71

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



450

of 190

73

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
 - b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



459

of 189

79

AGENDA

ITEM #7

**Vote Recommendations – June 9, 2016 Special
Town Meeting Warrant Articles**

Associated backup materials attached:

- Special Town Meeting Warrant

**TOWN OF MEDWAY
WARRANT FOR JUNE 9, 2016
SPECIAL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the Medway High School, 88 Summer Street, on **Thursday, June 9, 2016 at 7:00 PM**, then and there to act on the following articles:

ARTICLE 1: (Synthetic Turf and Tire Derived Materials Moratorium)

To determine whether the Town of Medway will adopt a moratorium on the engineering, planning, construction or installation of any synthetic turf (monofilament carpet with infill), any surface covering of loose fill and playground pour-in-place surface covering made from tire derived material on any land, of any size, owned by the town for a three-year time period starting on June 1, 2016 and ending on June 1, 2019: or take any other action relative thereto.

This moratorium does not include pour-in-place surfaces that are currently in use on running tracks or intended for use on running tracks e.g. the Hanlon Field running track. Town land includes, but is not limited to, that of the Medway Public Schools but does not include private land.

CITIZEN PETITION

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (CPA Funds: Choate Park and Other Recreation Improvements)

To see if the Town will vote to raise and appropriate, borrow, and/or transfer from Community Preservation Funds a sum of money not to exceed \$450,000 for the purpose of funding design and engineering services and the preparation of public bid documents for the purpose of making improvements, including accessibility enhancements, to recreational facilities at Choate Park, the Medway Middle School, Cassidy Fields, and Oakland Park, and for the payment of all other costs incidental and related thereto, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two locations in each precinct at least FOURTEEN days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

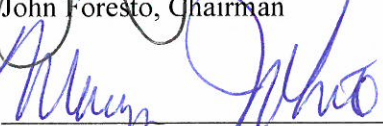
Given under our hands in Medway, this 16th day of May 2016.

A TRUE COPY:

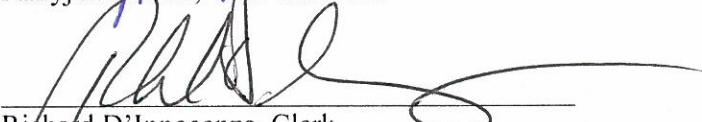
SELECTMEN OF THE TOWN OF MEDWAY



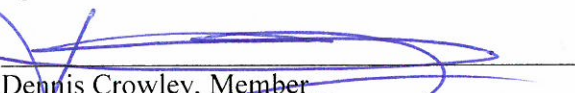
John Foresto, Chairman



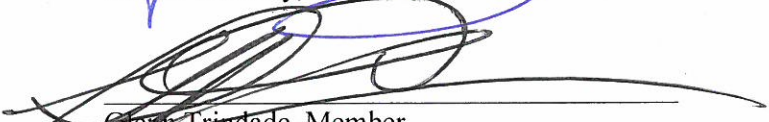
Maryjane White, Vice Chairman



Richard D'Innocenzo, Clerk



Dennis Crowley, Member



Gloria Trindade, Member

ATTEST: 

Paul Trufant, Constable

AGENDA

ITEM #8

Approval – One-Day Liquor License Requests

- a. Suzanne Grant –Thayer Homestead – June 8, 2016
- b. Bianca Fantoni – Thayer Homestead – June 10, 2016
- c. Megan Wilkie- Thayer Homestead – June 11, 2016
- d. Patricia McDonald – Thayer Homestead – June 11, 2016
- e. Laina Regan Kaplan – Thayer Homestead – June 23, 2016
- f. Ilonkis Lum- Thayer Homestead – June 26, 2016

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed motion: I move that the Board approve one day liquor licenses for Suzanne Grant, Bianca Fantoni, Megan Wilkie, Patricia McDonald, Laina Kaplan and Ilonkis Lum on the dates requested for their events at the Thayer Homestead subject to Police Chief's recommendations and evidence 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 Wine and Malt

Event End-of-year staff party/retirement celebration

Name of Organization/Applicant Oak St. School (Suzanne Grant)

Address 16 Causeway St. Medway MA 02053

FID# _____

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 6/8/2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 4pm - 10pm

Is event open to the general public? Y N

Estimated attendance _____

Will there be an age restriction? Y N

Minimum age allowed:

How, where and by whom will ID's be checked? By party organizers

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 n/a

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

Experience Have rented Trayer Homestead before.

The following may be required:

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

Date of Application _____

Applicant's Signature _____

Applicant's Name _____

Address _____

Phone () _____ Fax () _____ Email _____

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, 2nd Fl

Building Department _____ Date
Town Hall, 1st 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

May 17, 2016

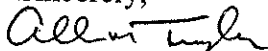
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Oak St. School staff party

I have reviewed the request from Suzanne Grant for a one day liquor license for a Oak Street School staff party and retirement celebration, to be held at the Thayer House, 2B Oak Street, on June 8, 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 a responsible adult will be checking ID's of individuals being served alcohol at the party.

Sincerely,


Allen M. Tingley
Chief of Police

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



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

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol Wine and Malt

Event Wedding Event Date 6/10/16

Name of Organization/Applicant Bianca Fantoni

Address 189 DUTCHES ST. HOPEWELL MA 01747



Event Location Thayer Homestead

Event Hours 5pm-10pm (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y N Estimated attendance _____

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

How, where and by whom will ID's be checked? BarTender - one bar
will be set up for guests

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

Alcohol server(s) (Attach Proof of Alcohol Server Training) Sara's Catering

Provisions for Security or Detail Officer N/A

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

Experience _____

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

Applicant's Signature [Signature] Date of Application 5/11/16

Applicant's Name (Please Print) Bianca Fantoni

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, 2nd Fl

Building Department _____ Date
Town Hall, 1st 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

May 17, 2016

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Alcohol License Request – Thayer House – Bianca/Fantoni Wedding

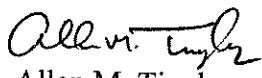
I have reviewed the application for the ^{one} day Alcohol license for the Bianca/Fantoni wedding scheduled for June 10, 2016 at the Thayer House.

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

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

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

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol Wine and Malt

Event Bosma/wilke wedding

Event Location Trayer Homestead

Event Date 6/11/16

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

Name of Organization/Applicant Meghan Wilke

Address 294 Village St

FID#

P

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Is event open to the general public? Y N

Estimated attendance 60 ppl

Will there be an age restriction? Y N

Minimum age allowed:

except people under 21 will not be served alcohol

How, where and by whom will ID's be checked? At bar, licensed bartender will check ID's

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

Alcohol server(s)
Attach Proof of Alcohol Server Training

Xtra hands catering, serving all alcohol - 508-643-4636 Gigi Halsing

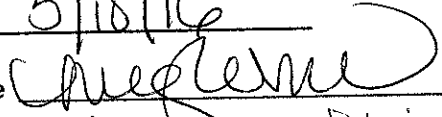
Provisions for Security, Detail Officer _____

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 5/10/16

Applicant's Signature 

Applicant's Name Meghan Wilkie

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, 1st Fl

Building Department _____ Date
Town Hall, 1st 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

May 10, 2016

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Bosma/Wilkie Wedding Reception

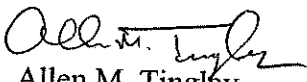
I have reviewed the application for the ^{one} day liquor license request from Meghan Wilkie for a wedding reception scheduled for June 11, 2016 at the Thayer House.

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

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

The serving of the beer, wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Bar service will be provided by employees of Xtra Hands Catering. The bartenders working this event are certified bartenders.

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol Wine and Malt (wine, beer, champagne punch)

Event Bridal Shower

Event Location Thayer Homestead, 2BOAK St, Medway, MA

Event Date 6/11/16

Event Hours 11am - 4pm (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant Patricia McDonald

New Profit Organization? Y N

Attach non-profit certificate of exemption

Is event open to the general public? Y N

Estimated attendance 30-45 ~~30-45~~ people

Will there be an age restriction? Y N

Minimum age allowed: 21

How, where and by whom will ID's be checked? Adult bridal shower for 32 year old woman. I will check IDs.

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

Alcohol server(s)
Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer N/A

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

Experience _____

The following may be required:

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

Date of Application 5/8/16

Applicant's Signature Pat McDonald

Applicant's Name Patricia McDonald

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, 1st Fl

Building Department _____ Date
Town Hall, 1st 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

May 18, 2016

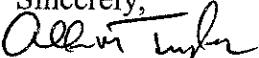
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Patricia McDonald for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on June 11, 2016. I approve of the issuance of this one day liquor license with the stipulation that the champagne, beer and wine will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and there will be no on-street parking on Mechanic Street and Oak Street. There will also be a responsible adult with some knowledge of Mass. Liquor laws, will be checking ID'S of individuals being served alcoholic beverages at this party.

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 Client Appreciation Party

Name of Organization/Applicant Northeast Signature Properties / Laina Regan Kaplan

Address 1352 Main Street Millis, MA 02054

Non-Profit Organization

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 6/23/16

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

Is event open to the general public? Y N

Estimated attendance 90

Will there be an age restriction? Y N

Minimum age allowed: 21 years

How, where and by whom will ID's be checked? Bartender at the Bar Area

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

Simply Serving II Norwood, MA

Provisions for Security, Detail Officer _____

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

Experience Professional Company

The following may be required:

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

Date of Application 5-31-16

Applicant's Signature Manelaina Kaplan

Applicant's Name Manelaina Kaplan / Northeast Signature Properties LLC

Address 221 Village Street Medway, MA 02053

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, 2nd Fl

Building Department _____ Date
Town Hall, 1st Fl



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 Wedding Vow Renewal

Event Location Thayer Homestead

Event Date 6/26/16

Event Hours 5pm - 10pm (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant Ilonkis Lum

Address 241 Main St, Medway MA 02053

FID# _____



Non-Profit Organization Y _____ N
Attach non-profit certificate of exemption

Is event open to the general public? Y _____ N

Estimated attendance 60

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

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

Designated adult to check ID's. Attending to simply check ID's.

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 5/27/16

Applicant's Signature [Handwritten Signature]

Applicant's Name Plonkis Lum

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, 1st Fl

Building Department _____ Date
Town Hall, 1st 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

May 31, 2016

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Lum Wedding Vow Renewal

I have reviewed the application for the ^{one} day liquor license request for the Lum Wedding Vow Renewal scheduled for June 26, 2016 at the Thayer House.

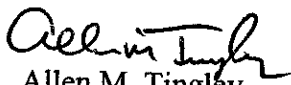
I approve of the issuing of the permit with the following conditions.

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

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license, including the stipulation that all alcohol/wine served at the event will be purchased from a licensed alcohol liquor distributor, as indicated on the license application.

A responsible adult will be checking ID's of individuals being served alcohol at this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police

AGENDA

ITEM #9

Approval – Monster Mash 5K – October 29, 2016

Associated backup materials attached:

- Email Request
- Police Chief's Recommendations

Proposed motion: I move that the Board approve a special event permit for the Monster Mash 5k road race to be held on October 29, 2016 subject to fulfillment of Police Chief's recommendations.

Lindsey Rockwood

From: [REDACTED]
Sent: Monday, May 16, 2016 1:41 PM
To: Lindsey Rockwood
Subject: Monster Mash Race

Thank you again for your time on Friday. I am writing to request that our second annual Monster Mash Race be held on Saturday October 29, 2016. The time will be around 7 am until noon with set up and break down of event. It is a 5k race starting at high school on Adams street down to Winthrop (left) then down to Lovering (Left) and then to Longmeadow (left) to s

Summer st (left) then left onto Adams and finish. (same route as Turkey Trot and Shamrock shuffle). This race is put on by Medway Youth Football and Cheer. There will be volunteers all along the route. We are aware we will need police details, let us know how many? Let me know any other info needed to book this. Thank you again.

Maggie O'Neill
774-244-7851

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. -WHNP258



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

May 18, 2016

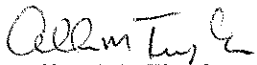
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Monster Mash

I have reviewed the running route, mapped out for the 2nd annual Monster Mash road race scheduled for October 29, 2016. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race. The two detail officers would be used to control the traffic in front of the runners and behind the runners during the race.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

AGENDA ITEM #10

Action Items from Previous Meeting

Associate backup materials attached:

- Action Items List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	ATM; Ongoing

AGENDA

ITEM #11

Approval of Warrants

Warrants to be provided at meeting

AGENDA

ITEM #12

Approval of Minutes

Associated backup materials attached:

- 3/26/2016 Draft Minutes
- 5/2/2016 Draft Minutes
- 6/1/2016 Draft Minutes

**Board of Selectmen's Meeting
Saturday, March 26, 2016, 7:30AM
Sanford Hall
155 Village Street**

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

Mr. Foresto called the meeting to order and led in the pledge of allegiance.

Review/Discussion – Proposed Phased Project for Recreation Facility Improvements to Include Choate Park, Medway Middle School, Oakland Park and Idylbrook Park

Tom Emero representing Medway Youth Baseball (MYB) presented the organization's proposal for improvements at the Cassidy baseball fields. He reviewed MYB's activities and contributions to the Cassidy fields, including a dugout and snack shack. He stated MYB appreciates the Town's contributions to the baseball fields and requested further support for additional lights for the Charles River Bank Field at Cassidy, which is estimated to cost \$150,000. He noted that the popular Tondorf Tournament generates significant revenue and the lights would increase that revenue. It was asked if the estimate was done for a municipality subject to public procurement regulations rather than a private organization. Mr. Emero said he would check.

Mr. Foresto explained that the emphasis for the proposed phased project is Choate, as it is a gathering place for Town. He stated that the Town is depending on State funds to move this forward. The Board may agree it wants to move forward with this project, but progress would slow if the State funds did not materialize.

Mr. Trindade supported the baseball project as stand-alone project, if necessary. Mr. Foresto thought the Board should keep it as part of the full project.

Mr. Emero confirmed that the electrical upgrades taking place now would support the light installation. He said he is still working on a cost estimate for the mini-Fenway MYB would like to build. MYB thinks it would be nice to have a central location for baseball in town with two to three fields. It would allow for more tournaments and to generate income off of those fields.

The Selectmen were supportive of the project and agreed to incorporate it into the proposed phased project. It will help generate public support for the project.

Mr. Trindade briefly reviewed the aforementioned mini-Fenway project, which would be a future project for Town's consideration. MYB would fund it, but the Town would need to create the mechanism to lease the fields. Mr. Foresto had concerns about the idea as other sports organizations would want the same consideration.

There was discussion about the potential State funding and pursuing additional funding at the Fall Town Meeting if State funding does not come through. Mr. Foresto said that upgrades to the other field would be in second phase; the lights would be in the first phase. Mr. Boynton pointed out that State funding is based upon ADA accessibility. The project should include paving to accommodate that. Mr. Emero

1 responded that MYB will be paving from the lot to the bathroom facility, down along the fence of field
2 one and in front of Rooney's. This would provide access to both fields. Field three would not be
3 accessible. Mr. Boynton would like the Dept. of Public Services to look at it. It was noted there is a need
4 for connectivity to Choate, as well. Mr. Crowley asked to have the sight line from the fields to Choate
5 Park cleared.

6
7 Mr. Foresto stated that the revised project scope would not include a phase three unless something was
8 added back to Idylbrook.

9
10 Mr. Boynton acknowledged that there is no unit pricing in the Gale report. There are estimates based on
11 the firm's experience but Gale can prepare pricing for elements of the project. He said the number will be
12 on the high side, but it is better to ask for an amount that is certain to cover the cost. He noted that
13 creating additional parking spaces at Choate is not a popular concept, but there are no added spaces, just
14 relocated spaces. The Board discussed other configurations for the proposed amenities at Choate. Dr.
15 D'Innocenzo recommended trying to design the project so that the full plan can be implemented in the
16 future.

17
18 Mr. Foresto said the Finance Committee will want to see a substantial free cash investment into this
19 project. There was discussion about how it would be funded, possibly 50% free cash and 50% borrowing.
20 Mr. Crowley said he is worried about some of the Choate work, commenting specifically on the bridge,
21 which he has heard needs repair. The Town may need to utilize the project contingency.

22
23
24 At 8:50 AM, Mr. Trindade moved, seconded by Ms. White, and it was unanimously voted to adjourn.

1 **Approval – Greater Attleboro-Taunton Regional Transit Authority (GATRA)**
2 **Contract Extension – July 1, 2015-June 30, 2016:**

3 *The Board reviewed the following information: (1) Memo from Missy Dziczek; and (2)*
4 *Contract & related materials.*

5
6 Administrator Boynton explained that this is the same contract the Town receives from
7 GATRA every year. Administrator Boynton confirmed that the dates are correct and it
8 expires in two months. GATRA was delayed in getting the contract to the Town.
9 Chairman Foresto asked Administrator Boynton to follow-up with GATRA to make sure
10 the new contract as of July 1, 2016 is executed promptly.

11
12 **Selectman Trindade moved that the Board authorize the Chairman to execute the**
13 **contract between GATRA and the Town as presented; Selectman White second; No**
14 **discussion; VOTE 4-0-0.**

15
16 **Discussion (continued) – Recreational Areas Program Scope and Task Plan:**

17 *The Board reviewed the following information: (1) Memo from Town Administrator*
18 *Michael Boynton.*

19
20 Administrator Boynton reported that the Board received a Citizens' Petition for a crumb
21 rubber/tire derived material moratorium. 200 signatures were collected, which is
22 sufficient to call a Special Town Meeting. The Board needs to set a date for this Special
23 Town Meeting. Administrator Boynton said it is very important that it is clear which
24 materials can be used, specifically if crumb rubber can be included, before any funds are
25 spent and an RFP is submitted for design and engineering services for the proposed
26 improvements to several recreational areas in town.

27
28 Administrator Boynton said he spoke with the Chair of the Community Preservation
29 Committee (CPC) today about this project and he does not think the CPC will move
30 forward with a vote until they hear directly from the BOS. The project cannot move
31 forward without the CPC's approval. Administrator Boynton said the Board needs to
32 decide if they are moving forward with the scope and task plan presented.

33
34 Selectman Trindade said his biggest concern is making sure any playground that is built
35 has a handicap accessible surface. He said he met with a parent who is handicapped and
36 discussed the difficulties of accessing a playground with wood chips. He cited the new
37 playground in Norfolk that has a rubberized surface and said there is no exposed crumb
38 rubber. Liam McDermott of 39 Populatic Street said the moratorium precludes the use of
39 crumb runner in any capacity even if it is below surface and is encapsulated.

40
41 Chairman Foresto said the timing of the project is the issue. Administrator Boynton
42 agreed that the Town does not want to spend money on a product that could potentially
43 be a problem but also doesn't want to go with an inferior product because of an

1 unfounded fear. The Board agreed it would be difficult and not economically feasible to
2 remove the playgrounds from the scope of the project and deal with them separately at a
3 later date.

4
5 Alan White of 3 Skyline Drive said as a parent he would be much happier if the Town
6 used an alternative material or held off until on the project until there is more
7 information.

8
9 Selectman Crowley said he does not believe the BOS has provided the CPC with any of
10 the requested additional information. He emphasized that ultimately the decision to move
11 forward with this project will be made by the citizens of Medway, not the BOS. He
12 suggested that the Board move the article about funding for design and engineering
13 services to the Special Town Meeting. Residents would be asked to vote on the
14 moratorium and then the funding of this project. He said this would give the Board more
15 time to get the CPC the information they requested. Administrator Boynton said his
16 understanding is that the Board has the ability to add additional articles to the warrant but
17 he will confirm with Town Counsel.

18
19 Alan White said he wants to make it clear that there are alternative organic infills. He
20 does not want residents to think the project cannot move forward without crumb rubber.

21
22 The Board discussed the study that the government is conducting on crumb rubber and
23 the preliminary findings that will be released by the end of the year. Alan White asked
24 why the Town cannot move forward with a design without using crumb rubber to at least
25 establish a budget. Selectman Crowley said all of the companies they spoke with,
26 including Gale & Associates, use crumb rubber. The Board also discussed whether the
27 state funds will still be available if the Town delays a vote on this project. Administrator
28 Boynton reiterated that the Town is not guaranteed the funds.

29
30 **Selectman Trindade moved that the Board approve the Parks Project Scope and**
31 **Task Plan as presented by the Town Administrator; Selectman White second; No**
32 **Discussion; VOTE 4-0-0.**

33
34 Selectman Crowley asked the Board to direct the Town Administrator to follow-up with
35 the Chairman of the CPC and see what information the CPC requires. Chairman Foresto
36 asked Administrator Boynton to share the Parks Project Scope & Task Plan with the
37 Chairman of the CPC and ask what the CPC would like removed and/or added.

38
39 **Discussion – Potential Dates for Special Town Meeting:**

40 Administrator Boynton recommended that the Board set the Special Town Meeting for
41 Thursday, June 9, 2016.

1 **Selectman Trindade moved that the Board set the Special Town Meeting for**
2 **Thursday, June 9, 2016; Selectman White second; Selectman Crowley asked the**
3 **Board to consider adding articles to the Special Town Meeting warrant depending**
4 **on the outcome of the Annual Town Meeting. Administrator Boynton said he is still**
5 **waiting to hear back from Town Counsel on what items in the warrant are binding;**
6 **VOTE 4-0-0.**

7
8 **Donation Acceptance – Exelon Generation Co., LLC - \$50,000 for Legal &**
9 **Consulting Expenses:**

10 Administrator Boynton reported that Exelon paid the Town \$100,000 previously. Since
11 then the Town has incurred additional expenses. The additional \$50,000 donation will
12 allow the Town to avoid a deficit in the legal budget. Administrator Boynton said there
13 will be a small reserve.

14
15 **Selectman Trindade moved that the Board accept the Exelon donation and**
16 **authorize the expenditure of these funds to pay for the Town’s associated legal and**
17 **consulting expenses; Selectman White second; No discussion; VOTE 4-0-0.**

18
19 **Approval – One-Day Liquor License Request – Catherine Knowles – Thayer**
20 **Homestead – June 18, 2016:**

21 *The Board reviewed the following information: (1) One Day License Application; and (2)*
22 *Police Chief’s recommendations.*

23
24 **Selectman Trindade moved that the Board approve the one-day all alcohol license**
25 **for Catherine Knowles for an event at the Thayer Homestead on June 18, 2016**
26 **subject to fulfillment of the Police Chief’s recommendations and evidence of**
27 **appropriate insurance coverage; Selectman White second; No discussion; VOTE 4-**
28 **0-0.**

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

- 31 • Brentwood project is finished.
- 32 • Don’t have a scheduled date for preconstruction meeting for Route 109 project.
- 33 Selectman Crowley reiterated that this is a state run project. The Town can attend
- 34 the meetings but the state makes the final decision in all areas.

35
36 **Approval of Warrant:**

37 #16-45S 5/5/16

38
39 School Expense \$512,022.74
40 Town Payroll \$378,637.28
41 School Payroll \$788,178.56
42 **TOTAL \$1,678,838.58**

1 **Selectman Trindade moved that the Board approve the warrant as read; Selectman**
2 **White second; No discussion; VOTE 4-0-0.**

3
4 **Approval of Minutes:**

5 **Selectman Trindade moved that the Board approve the meeting minutes from**
6 **March 7, 2016 as amended; Selectman White second; Roles for Energy Committee**
7 **need to be revised; VOTE 4-0-0.**

8
9 **Selectman Trindade moved that the Board approve the meeting minutes from**
10 **March 11, 2016 as written; Selectman White second; No discussion; VOTE 4-0-0.**

11
12 **Town Administrator's Report:**

- 13 • \$410,000 was spent on snow and ice in FY16. Will not need snow and ice deficit
14 article at next week's Special Town Meeting.
- 15 • Net metering – Energy Solar and Eversource still working out payment and credit
16 process. Can encumber the funds to pay the bills if after July 1, 2016. If make
17 payment after July 1, 2016, the Town will get revenue but it will affect the free
18 cash for next year.
- 19 • FY15 audits – Received Charles River Pollution Control District Audit today.
20 One note in management letter about OPEB. Selectman Crowley asked for
21 balance of OPEB and status on state meals tax.
- 22 • Timbercrest hearing on Wednesday night at the Middle School auditorium.
- 23 • Allison Potter will reach out to High School about having students offer
24 babysitting services at Annual Town Meeting.

25
26 **Selectmen's Reports:**

27 White

- 28 • Honored long time Medway resident Fred Rosetti who passed away.

29
30 Crowley

- 31 • Colonel Michael Matondi was hospitalized. Had surgery and is recovering.
32 Administrator Boynton added that the new flag poles on the common are due to
33 Colonel Matondi's efforts.
- 34 • Reminded residents to visit new website. Director of Communications Mary
35 Becotte said they will get user comparisons after the first month.
- 36 • Apologized Winthrop Street construction delay due to weather.
- 37 • Administrator Boynton thanked the Medway Fire Department for covering for the
38 Walpole Fire Department, along with other surrounding towns, as they dealt with
39 a loss within the department.

40
41 **At 8:18 p.m., Selectman Trindade moved that the Board enter into Executive**
42 **Session with no intent of returning to public session under Exemption 3 to discuss**
43 **strategy with respect to collective bargaining or litigation if an open meeting may**
44 **have a detrimental effect on the government's bargaining or litigating position &**

DRAFT

1 **Exemption 6 to consider the purchase, exchange, taking, lease or value of real**
2 **property if the Chair declares that an open meeting may have a detrimental effect**
3 **on the negotiating position of the public body for the purposes of discussing a host**
4 **community agreement with COMMCAN Inc. and to review executive session**
5 **minutes (topics: Exelon West Medway, LLC and Exelon Medway II, LLC, Energy**
6 **Facilities Siting Board, 181 Main Street, 54R Adams Street, 0 Adams Street,**
7 **possible purchase of Village Street property).; Selectman White second; No**
8 **discussion; Roll call vote: Crowley, aye; White, aye; Foresto, aye; Trindade, aye.**

9
10 Respectfully submitted,

11
12 Michelle Reed

1 **Board of Selectmen's Meeting**
2 **June 1, 2016, 8:00 AM**
3 **Town Administrator's Conference Room**
4 **Town Hall, 155 Village Street**
5
6

7 **Present: John Foresto, Chair; Maryjane White, Vice Chair; Glenn Trindade and Dennis Crowley,**
8 **Members**
9

10 Absent: Richard D'Innocenzo, Clerk.
11

12 Also Present: Allison Potter, Assistant Town Administrator.
13

14 *****

15 At 8:00 AM, Mr. Foresto called the meeting to order and led in the pledge of allegiance.
16

17 Mr. Foresto asked for public comment. There was none.
18

19 **Approval – One-Day Liquor License Application – Rich MacDougall – Thayer Homestead – June 6, 2016**

20 *The Board reviewed a one-day liquor license application submitted by Rich MacDougall and a*
21 *Memorandum from the Police Chief dated May 27, 2016.*
22

23 **Mr. Trindade moved, seconded by Ms. White, that the Board approve a one-day liquor license for Rich**
24 **MacDougall for an event at the Thayer Homestead on June 4, 2016, subject to the fulfillment of the**
25 **Police Chief's recommendations and proof of appropriate insurance coverage. No discussion. VOTE:**
26 **4-0-0.**
27

28 **At 8:05 AM, Mr. Trindade moved to adjourn; Ms. White seconded. No discussion. VOTE: 4-0-0.**

AGENDA

ITEM #13

Town Administrators' Report

AGENDA

ITEM #14

Selectmen's Report