

Board of Selectmen

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



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

July 11, 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. Approval – Inter-fund Borrowings for Ambulance- \$140,000, Septic Betterment Loan - \$200,000, and Brentwood Drainage Project - \$55,000
2. Approval – Contract with Tetra Tech for Engineering & Consulting Services
3. Approval – Contract with Sansoucy P.E. LLC for Utility Valuation Services - \$6,000
4. Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension
5. Approval – Contract with Giombetti Electric, Inc. for Installation of Generator Key Interlock System at High School - \$24,039
6. Approval – Contract with TASCO Construction, Inc. for Culvert Repair & New Drainage - \$143,000
7. Approval – Location of a Swimming Pool within Drainage Easement - 15 Tulip Way
8. Grant Expenditure Authorization – Green Communities Competitive Grant - \$216,577
9. Discussion/Vote – Chapter 70 Resolution – Medway School Committee
10. Approval – One-Day Liquor License Requests
 - a. Suzanne Giangarra – Thayer Homestead – July 24, 2016
 - b. Laurie Insel – Thayer Homestead – August 6, 2016
 - c. Tricia Sharpe – Thayer Homestead – August 7, 2016
 - d. Matt Zajac – Thayer Homestead – August 19, 2016
 - e. Judi Notturmo – Thayer Homestead – August 21, 2016
 - f. Martha White – Thayer Homestead – September 1, 2016
 - g. Peter & Kristin Sigrist- Thayer Homestead – September 5, 2016
11. Action Items from Previous Meeting
12. Approval of Warrants

13. Approval of Minutes
14. Town Administrator's Report
15. Selectmen's Reports

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

Upcoming Meetings, Agenda and Reminders

August 1, 2015 --- Regular Meeting

August 15, 2016 --- Joint Meeting (MS4 Regulations)

AGENDA

ITEM #1

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

Associated backup materials attached:

- Memo from Finance Director
- DLS Advance of Funds in Lieu of Borrowing Forms for Each Project
- Brentwood Project Spending Report

Proposed Motion: I move that the Board vote to approve the Advance of Funds In Lieu of Borrowing Authorizations for the projects and in the amounts requested.



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3202
Fax (508) 321-4980
Email: cpratt@townofmedway.org

Finance Director
Carol H. Pratt

TO: Board of Selectmen
CC: Michael Boynton
FROM: Carol Pratt
DATE: July 7, 2016
RE: Advance of Funds In Lieu of Borrowing Authorizations

The Treasurer/Collector is seeking your approval to do inter-fund borrowings for the following projects:

1. May 9th, 2016, Article 11 – Replacement Ambulance \$140,000.00

This inter-fund borrowing will allow the Fire/EMS Department to go forward with the purchase of a new ambulance until the funds are permanently borrowed in the fall. An additional \$120,000 of EMS Enterprise retained earnings will be used for a total ambulance replacement cost of \$260,000.

2. May 9th, 2016, Article 13 – Septic Betterment Loan \$200,000.00

This inter-fund borrowing will allow the Health Department to go forward with residential septic replacement projects until the funds are permanently borrowed through the Mass Department of Environmental Protection's Septic Management Program.

3. June 14th, 2010, Article 10 – Brentwood Drainage Project \$55,000.00

This inter-fund borrowing will allow the DPS Department to complete the payment process until the funds are permanently borrowed in the fall. The \$55,000 represents the remaining un-borrowed portion of the original authorization of \$300,000. Two

previous borrowings have been made; \$130,000 on August 15th, 2010 and \$115,000 was included in the BAN of April 6th, 2016.

Thank you for your consideration.



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Michael J. Heffernan
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT

City/Town/District of Medway

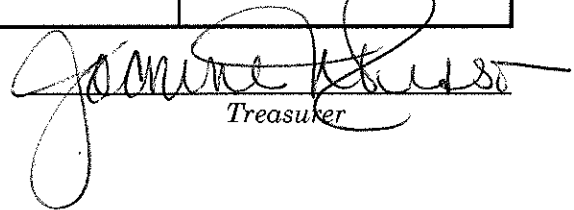
Purpose of Issue Replacement Ambulance

Authorization May 9, 2016 ATM, Article 11
(Date and article of town meeting vote and M.G.L. citation)

Grant Number _____
(If applicable)

A. Amount of Loan Authorized		\$
Computation of Limit on <u>Total</u> of Advances:		
B. Unappropriated Free Cash	\$ 222,184	
C. Stabilization Fund	\$ 3,625,385	
D. 1% of FY <u>2017</u> Budget	\$ 483,495	
E. Greatest of line B, C or D	\$ 3,625,385	
F. Other Advances Outstanding	\$ 0	
G. Remaining Limit (line E less line F)		\$ 3,625,385
H. Amount to be Advanced - This Issue <i>(not to exceed line G)</i>		\$ 140,000

Date of Advance _____


Treasurer

Approved:

Mayor or City Manager
Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**
See IGR #92-105 for instructions and accounting procedures

Date of Repayment to General Fund: _____

Accountant/Auditor

Please send 2nd Copy to: **Division of Local Services
Public Finance Section
PO Box 9569
Boston MA 02114-9569**

(Revised: May 2016)

Supporting a Commonwealth of Communities

mass.gov/DLS
P.O. Box 9569 Boston, MA 02114-9569
(617) 626-2300



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Michael J. Heffernan
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT

City/Town/District of Medway

Purpose of Issue Septic Betterment Loans

Authorization May 9, 2016 ATM, Article 13
(Date and article of town meeting vote and M.G.L. citation)

Grant Number _____
(If applicable)

A. Amount of Loan Authorized		\$
Computation of Limit on Total of Advances:		
B. Unappropriated Free Cash	\$ 222,184	
C. Stabilization Fund	\$ 3,625,385	
D. 1% of FY <u>2017</u> Budget	\$ 483,495	
E. Greatest of line B, C or D	\$ 3,625,385	
F. Other Advances Outstanding	\$ 140,000	
G. Remaining Limit (line E less line F)		\$ 3,485,385
H. Amount to be Advanced - This Issue (not to exceed line G)		\$ 200,000

Date of Advance _____


Treasurer

Approved:

Mayor or City Manager
Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**
See IGR #92-105 for instructions and accounting procedures

Date of Repayment to General Fund: _____

Accountant/Auditor

Please send 2nd Copy to: **Division of Local Services
Public Finance Section
PO Box 9569
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MA DEPARTMENT OF REVENUE

Michael J. Heffernan
Commissioner of Revenue

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ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT

City/Town/District of Medway

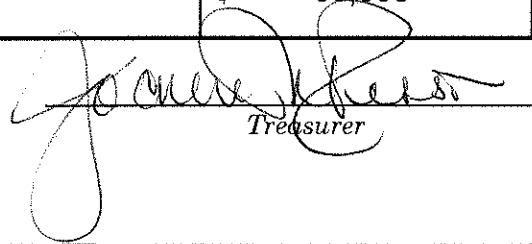
Purpose of Issue Brentwood Drainage Project

Authorization June 14, 2010, Article 3
(Date and article of town meeting vote and M.G.L. citation)

Grant Number _____
(If applicable)

A. Amount of Loan Authorized		\$
Computation of Limit on <u>Total</u> of Advances:		
B. Unappropriated Free Cash	\$ 222,184	
C. Stabilization Fund	\$ 3,625,385	
D. 1% of FY <u>2017</u> Budget	\$ 483,495	
E. Greatest of line B, C or D	\$ 3,625,385	
F. Other Advances Outstanding	\$ 340,000	
G. Remaining Limit (line E less line F)		\$ 3,285,385
H. Amount to be Advanced - This Issue (not to exceed line G)		\$ 55,000

Date of Advance _____


Treasurer

Approved:

Mayor or City Manager
Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**
See IGR #92-105 for instructions and accounting procedures

Date of Repayment to General Fund: _____

Accountant/Auditor

Please send 2nd Copy to: **Division of Local Services
Public Finance Section
PO Box 9569
Boston MA 02114-9569**

(Revised: May 2016)

Supporting a Commonwealth of Communities

mass.gov/DLS
P.O. Box 9569 Boston, MA 02114-9569
(617) 626-2300

Brentwood Project Spending Report

As of 06/07/2016

As of 7/7/2016

Project Budget

Federal Grant: \$ 286,000

ATM Appropriated: \$ 300,000

Total Budget: \$ 586,000

Remaining To Be Borrowed: \$ 55,000

Currently Available: \$ 531,000

Project Expenses

CC Construction, Inc \$ 325,000 \$ 325,000

Haley & Ward* \$ 186,500 \$ 231,122

Police Details (est.) \$ 5,000 \$ -

Legal Costs \$ 7,800 \$ 7,800

Other \$ 700 \$ 700

Total Expenditures to date: \$ 525,000 \$ 564,622

Remaining Work:

Punch List & Close Out \$ 10,000 \$ 8,500

Pavement Top Course ** \$ 25,000 \$ 25,000

Total Project Cost: \$ 560,000 \$ 598,122

* Note: Higher than normal due to 3 redesigns, 3 refilings with State, 2 ConCom filings, 16+ quarterly reports all caused by easement issues & 3 weeks construction oversight.
June figures mistakenly did not include 3 additional design/construction invoices.

** Note: Project scope of work was expanded to include full depth reclamation and paving of Lee Lane.

AGENDA

ITEM #2

Approval – Contract with Tetra Tech for Consulting & Engineering Services

Associated backup materials attached:

- Memo From Susy Affleck-Childs
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Tetra Tech for Consulting & Engineering Services.

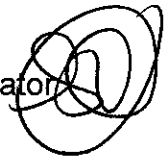


TOWN OF MEDWAY
Planning & Economic Development
155 Village Street
Medway, Massachusetts 02053

MEMORANDUM

July 7, 2016

TO: Medway Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: On-call Contract with Tetra Tech



At its July 11, 2016 meeting, the Board of Selectmen will consider authorizing the BOS chairman to execute a 2 year contract on behalf of the Town of Medway with Tetra Tech for professional consulting engineering services. This is an "on-call" contract with no minimum guarantee or retainer. Although any Town department/board/ committee may retain Tetra Tech, the Planning and Economic Development Board and the Department of Public Services have been the primary users of Tetra Tech's services. In addition, Tetra Tech has assisted the Zoning Board of Appeals and the Conservation Commission with development project reviews (Timbercrest 40B and Salmon ARCPUD).

The Planning and Economic Development Board uses Tetra Tech to conduct engineering reviews of the residential and commercial development plans which are submitted to the Board for subdivision, special permit and/or site plan approval. These services are paid from plan review fees provided by applicants/developers which the Board manages through its Plan Review revolving fund. Tetra Tech also conducts inspections of infrastructure construction, prepares punch lists, and recommends bond amounts for the Board. Those services are paid from construction services fees provided by applicants/ developers which the Board manages through its Construction Inspection revolving fund.

Tetra Tech has been the Town's on-call consulting engineer since 2009. The Planning and Economic Development Board and DPS Director Tom Holder support this contract and request that the BOS authorize its approval.

**TOWN OF MEDWAY
AGREEMENT FOR CONSULTING SERVICES
ENGINEERING, PLAN REVIEW AND CONSTRUCTION
INSPECTION**

THIS IS AN AGREEMENT made this 5th day of July, 2016, by and between the Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts, 155 Village Street, Medway, MA 02043, acting by and through its Board of Selectmen (hereinafter referred to as "TOWN"), and Tetra Tech Inc. (hereinafter "CONSULTANT"), an engineering firm incorporated in the state of Massachusetts with its principle place of business at 100 Nickerson Road, Marlborough, MA 01752.

The TOWN and CONSULTANT agree to the performance and furnishing of certain professional services by CONSULTANT concerning engineering, plan review, inspection services and other professional engineering services as mutually agreed to within the TOWN (hereinafter referred to as the "PROJECT") for certain consideration to be paid to CONSULTANT by TOWN, as set forth more specifically in the mutual covenants set forth below.

1.0 CONTRACT DOCUMENTS

This agreement and the Exhibit identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between TOWN and CONSULTANT and supersede any and all prior written or oral understandings between TOWN and CONSULTANT.

EXHIBIT:

- A. CONSULTANT's Proposal dated June 22, 2016 including Certificate of Insurance, CONSULTANT's Corporate Authorization, Certificate of Good Faith, Non-Collusion, Tax Compliance and Authority, and Price Proposal

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by the TOWN and the CONSULTANT constitutes the Town's written authorization for CONSULTANT to proceed with the professional services described herein. This Agreement shall be effective from August 1, 2016 and shall expire on July 30, 2018, subject to appropriation by the TOWN. This Agreement may be extended for a period not to exceed an additional twenty-four months through July 30, 2020 by mutual consent of TOWN and CONSULTANT, subject to appropriation by the TOWN.

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

Except as otherwise specified, CONSULTANT's Services shall be free from material defects for a period of three years from the date of completion of CONSULTANT's Services. CONSULTANT shall be responsible during such period for any repair, changes, or remedial work necessitated by such defects or damages. This provision in no way limits the TOWN's ability to bring actions based in negligence and breach of contract against the CONSULTANT, which actions will be governed by the applicable statutes of limitations and the Massachusetts discovery rules regarding accrual dates for such limitations periods.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of TOWN. All information acquired from the TOWN, or from others at the expense of TOWN, in the performance of this Agreement shall be and remain the property of TOWN. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by CONSULTANT in the performance of CONSULTANT's Services.

5.0 TOWN'S RESPONSIBILITIES

TOWN shall appoint a person to serve as liaison between TOWN and CONSULTANT with respect to the Project and CONSULTANT's Services. In addition to serving as TOWN Liaison, this person shall be responsible for scheduling all meetings between CONSULTANT and TOWN's representatives. This person, however, shall have no authority to bind TOWN to make payments in excess of the specific appropriation for this Agreement. TOWN shall provide all information requested by CONSULTANT that is necessary for the completion of CONSULTANT's Services. However, TOWN shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

In order for the TOWN to process payment, the CONSULTANT shall invoice the TOWN monthly for work performed and documented related expenses incurred during the invoice period. The TOWN will process payment of invoices within 45 days after receipt of any invoices from CONSULTANT. The processing of payments to the CONSULTANT shall be predicated upon the prior approval by the TOWN of all work covered by each individual invoice. The TOWN reserves all rights to reject any invoices from the CONSULTANT on the grounds the work performed was not authorized by the TOWN. Compensation to the CONSULTANT shall be in accordance with rates established for respective classes of services as identified in the CONSULTANT's proposal.

7.0 SUSPENSION OF WORK

If TOWN is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of TOWN, CONSULTANT shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of CONSULTANT's Services shall be extended to such reasonable time as the TOWN may determine that will compensate for time lost by such delay, with such determination to be set forth by TOWN in writing.

8.0 TERMINATION

8.1 By TOWN

8.1.1 In the case of any default on the part of CONSULTANT with respect to any of the terms of this Agreement, TOWN shall give written notice thereof. If said default is not remedied by CONSULTANT within such time as TOWN shall specify in writing, TOWN shall notify CONSULTANT in writing that there has been a breach of this Agreement. Thereafter, TOWN shall have the right to secure the completion of the Project remaining to be done on such terms and in such manner as TOWN shall determine, and CONSULTANT shall pay TOWN any money that TOWN shall pay another engineer for the completion of

the Project, in the excess of what TOWN would have paid CONSULTANT for the completion of the Project, and CONSULTANT shall reimburse TOWN for all expenses incurred by reason of said breach, including attorney's fees incurred by the TOWN. In case of such breach, CONSULTANT shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due CONSULTANT shall be determined by TOWN in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONSULTANT. 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. CONSULTANT shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

8.1.3 In the event of termination by TOWN, all finished work and documentation, complete and incomplete, shall be delivered to TOWN. CONSULTANT shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, CONSULTANT shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of TOWN under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

8.1.5 Any termination or suspension of this Agreement shall not impair TOWN's right to recover damages occasioned by the fault of CONSULTANT. Any suspension shall not limit the right of TOWN to terminate this Agreement.

8.2 By CONSULTANT

CONSULTANT shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the CONSULTANT, an extension of time shall be the CONSULTANT's sole remedy.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

CONSULTANT shall provide and maintain insurance at its own expense until the completion of Design Services as set forth below:

9.1 Worker's compensation insurance in accordance with state law;

9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate. The TOWN shall be named an additional insured.

9.3 The TOWN must be named as an additional insured on a certification of insurance filed with the TOWN Administrator at time of contract issue. This Certificate of Insurance is attached as part of Exhibit A.

9.4 Professional liability insurance covering CONSULTANT's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

10.0 INDEMNIFICATION

CONSULTANT hereby agrees to indemnify and hold harmless TOWN and its officers, attorneys, employees and agents from and against claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the negligent acts or omissions of CONSULTANT's services, or any activities, negligence, or omissions of CONSULTANT.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which CONSULTANT or TOWN entered into this Agreement.

11.2 Assignment of Interest

CONSULTANT shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of TOWN.

11.3 Subcontractors

CONSULTANT shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of TOWN. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by CONSULTANT shall be deemed agents of CONSULTANT and that CONSULTANT shall be responsible for the methods, means, and materials used in

connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by TOWN

The authorized representatives and agents of TOWN shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of CONSULTANT upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

11.6 Governing Law

TOWN and CONSULTANT shall perform its services in conformity with the requirements and standards of TOWN, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT certifies under the penalties of perjury that the CONSULTANT has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Corporate Contractor

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

11.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Design Services, the Project, or otherwise.

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

CONSULTANT

 (SRIKANTH P. BEJJANI V.P.)

For Tetra Tech, Inc.
By its duly authorized representative

7/5/16
Date

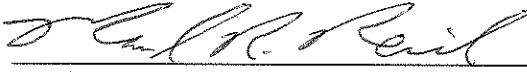
TOWN OF MEDWAY

By its duly authorized representative

Glenn Trindade
Chairman – Medway Board of Selectmen

Date


Approved as to Form:



Mark R. Reich, Town Counsel
KP Law

7-6-16
Date

Approved as to Availability of Funds:



Carol Pratt, Town Accountant

7/7/16
Date

Funding Sources: 25021752 5200
25031752 5200

July 5, 2016

Price Proposal – Town of Medway On-Call Services

Medway Hourly Rate effective July 1 through June 30 of the year indicated.

Rate Category	Medway Hourly Rate (2016-2017)	Current Market Hourly Rate	Reduction	Medway Hourly Rate (2017-2018)
Principals				
President and Sr. Vice President	\$245	\$295	17%	\$245
Vice President	\$235	\$270	13%	\$240
Senior Consultants				
Director	\$190	\$215-\$250	12%-24%	\$195
Senior Project Manager	\$165	\$180-\$200	8%-18%	\$170
Project Manager	\$148	\$160-\$165	8%-10%	\$153
Technical Specialist	\$150	\$165	9%	\$155
Senior Project Engineer/Scientist/Planner	\$135	\$150-\$160	10%-15%	\$140
Staff Consultants				
Project Engineer/Scientist/Planner	\$120	\$125-\$145	4%-17%	\$125
Engineer/Scientist/Planner II	\$105	\$110-\$115	5%-9%	\$110
Engineer/Scientist/Planner I	\$90	\$100	10%	\$95
Clerical/Support Staff				
CADD Designer	\$90	\$105-\$135	14%-33%	\$95
Graphic Artist	\$80	\$95-\$105	16%-24%	\$85
Technician	\$70	\$80-\$85	13%-18%	\$70
Engineering Intern	\$55	\$65	15%	\$55
Administrative Manager	\$95	\$105	10%	\$95
Project Administrator	\$75	\$85-\$90	12%-17%	\$75
Administrative Support	\$63	\$68	7%	\$65

Project Expenses - Routine project expenses such as local transportation, in-house printing costs, postage, faxes, telephone calls, and minor delivery expenses will be billed as 5 percent of labor charges.

Reimbursable Expenses - Non-routine expenses including, but not limited to outside printing charges, delivery, travel, meals, lodging, subcontractor charges and other major expenses incurred for the project will be billed at cost plus 10 percent.

Payment - Invoices are issued monthly and are payable within 30 days of their issue date. In the event payment is delayed beyond 60 days from the issuance date, interest shall accrue at 1.5 percent per month on the unpaid balance.

Expert Testimony - A surcharge of 50 percent shall be added for expert witness testimony or participation in hearings or depositions, including preparation time.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/15/2016

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Tetra Tech, Inc.
Marlborough Technology Park
100 Nickerson Road
Marlborough MA 01752 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	AIG Europe Limited	AA1120841
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570062552744

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 319-43-97	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC014267906 WC014267908 WC014267907 WC014267912	10/01/2015 10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016 10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Re: On-Call Engineering, Plan Review and Construction Inspection Services.
Town of Medway is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER**CANCELLATION**

Town of Medway
Attn: Ms. Susan E. Affleck-Childs
Planning and Economic Development
Coordinator
155 Village Street
Medway MA 02053 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570062552744

CERTIFICATE of GOOD FAITH, NON-COLLUSION, TAX COMPLIANCE & AUTHORITY

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under the pains and penalties of perjury that he/she is the authorized on behalf of the contractor named below to submit bids and proposals and execute contracts in the name on behalf of said contractor. If the bidder is a corporation, a clerk's certificate of the vote of a Director's meeting will be provided.

954148514


Social Security Number or Federal Identification Number

Tetra Tech, Inc.

Company Name

Edward W. Ionata

Printed Name of Signer



Signature

6/22/2016

Date

**Any person or corporation which fails to execute this document
will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.**

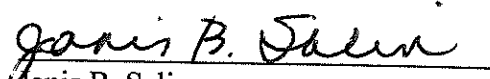
CERTIFICATE
TETRA TECH, INC.

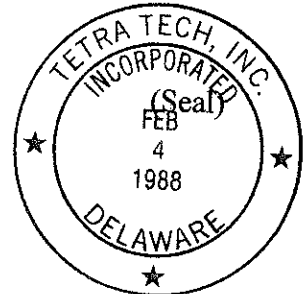
To the Town of Medway:

I hereby certify to you that I am the duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Edward W. Ionata, Senior Vice President of the Company's Water, Environment and Infrastructure group, is authorized, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, to execute for and on behalf of the Company, a contract to provide engineering, plan review and construction inspection services, in the estimated amount of \$100,000 per year, between the Company and the Town of Medway.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 15th day of June, 2016.


Janis B. Salin
Senior Vice President, General
Counsel and Secretary





TETRA TECH

June 22, 2016

Ms. Susan E. Affleck-Childs
Medway Planning and Economic Development Coordinator
Medway Town Hall
155 Village Street
Medway, MA 02053

**Re: Engineering, Plan Review and Construction Inspection Services
Existing Contract Extension**

Dear Ms. Affleck-Childs:

Tetra Tech is pleased for the opportunity to continue providing professional engineering services to the Town of Medway. Please consider this submission our formal request for two-year extension to our existing contract with the Town. Enclosed please find updated Town of Medway fee schedule, Tetra Tech's current market rate fee schedule and updated insurance liability form.

Sean P. Reardon, PE will continue to serve as main contact to the Town and will ensure that Tetra Tech continues to provide a high-level of service for all assigned tasks. Senior Vice President, Edward W. Ionata will continue to serve as Principal-in-Charge.

We appreciate the opportunity to serve the Town of Medway and the opportunity to extend this partnership into the future.

Very truly yours,

Sean P. Reardon, PE
Vice President

Edward W. Ionata
Senior Vice President

AGENDA

ITEM #3

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

Associated backup materials attached:

- Memo from Donna Greenwood
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Sansoucy for utility valuation services in an amount not to exceed \$6,000.

MEMORANDUM

TO: Board of Selectman

FR: Assessors

DATE: July 5, 2016

RE: Model Contract

The contract from Sansoucy is for the model that provides us with the tables used to enter the assets for New England Power, NSTAR and Bay State Gas personal property accounts. The model provides us with depreciation tables that were developed by Sansoucy. This is a service we contract with Sansoucy on a yearly basis.

KP | LAW

The Leader in Public Sector Law

101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

July 1, 2016

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

Ms. Donna Greenwood
Principal Assessor
Medway Town Hall
155 Village Street
Medway, MA 02053

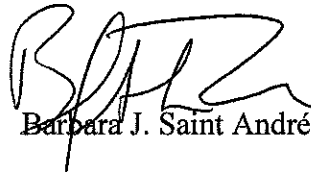
Re: George E. Sansoucy, P.E., LLC – Engineering, Consulting and
Valuation Model update Services

Dear Ms. Greenwood:

Enclosed please find three original contracts between the Town and George E. Sansoucy, P.E., LLC, which I have approved as to form as Town Counsel.

Please feel free to contact me if you have any questions.

Very truly yours,



Barbara J. Saint André

BJS/smm

Enc.

cc: Town Administrator (w/o enc.)

558702/MEDW/0001

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

THIS AGREEMENT to provide engineering, consulting, and valuation model update services with regard to value as of 1/1/16 for the fiscal year 2017 for ad valorem taxation purposes, the utility properties located in the Town of Medway (hereinafter referred to as the "Project"), is made the 25th day of May, 2016, by and between GEORGE E. SANSOUCY, P.E., LLC a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 89 Reed Road, Lancaster New Hampshire, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

ARTICLE 1: CONTRACT DOCUMENTS

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

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with services as agreed herein. CONTRACTOR shall provide an update of the utility valuation model tables and multipliers for valuation as of 1/1/16. The updated model will be provided on disk to be inserted into the existing model at the town of Medway for utility valuation for fiscal year 2017. The model update will include the gas and electric distribution model and electric transmission model. The electric transmission model will be for New England power; the electric distribution model will be for NSTAR (Eversource) Electric, and the gas distribution model will be fore Columbia Gas. This model does not update land, and land is not part of this contract. The CONTRACTOR will provide an update letter report which will include a breakdown with supporting calculations of the right-of-way values for each utility. The TOWN will provide access to town records, tax maps and information provided by the utilities, and will request that the utilities provide information directly to

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

ARTICLE 3: TERMS OF AGREEMENT

The work to be performed under this Agreement shall commence upon issuance by the TOWN of a written or verbal Notice to Proceed to the CONTRACTOR. ALL VALUES SHALL BE PROVIDED TO THE TOWN ON OR BEFORE SEPTEMBER 1, 2016. Time is of the essence in this Agreement. If CONTRACTOR has not delivered all work product required under this Agreement on or before 5:00 p.m. on September 1, 2016, the amount due from the TOWN shall be reduced by __\$50.00__ per day commencing September 2, 2016, until the TOWN receives complete performance.

ARTICLE 4: THE CONTRACT SUM

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

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

ARTICLE 5: PAYMENT

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

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

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good

within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (b) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

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

Town of Medway: Town Administrator
Town of Medway
155 Village Street
Medway MA 02053

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

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies.
- Automobile liability insurance** shall be in the form of comprehensive automobile liability and shall provide limits of \$100,000 each person and \$300,000 each occurrence for bodily injury liability.
- General liability** coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 10: [NOT APPLICABLE]

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: PREVAILING WAGES RATE [NOT APPLICABLE]

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: STANDARD OF CARE

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

ARTICLE 15: [NOT APPLICABLE]

ARTICLE 16: GOVERNING LAW

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

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

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

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

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

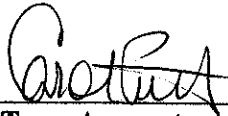
CONTRACTOR:
GEORGE E. SANSOUCY, PE, LLC

TOWN OF MEDWAY:
Board of Selectmen

By: George Sansoucy

By: _____

Title: OWNER



Town Accountant

Dated: 7/5/16

Funding Source:

Key Org: 01141002 5300

Approved As To Form



Town Counsel

Chief Procurement Officer

Dated: _____

Account: _____

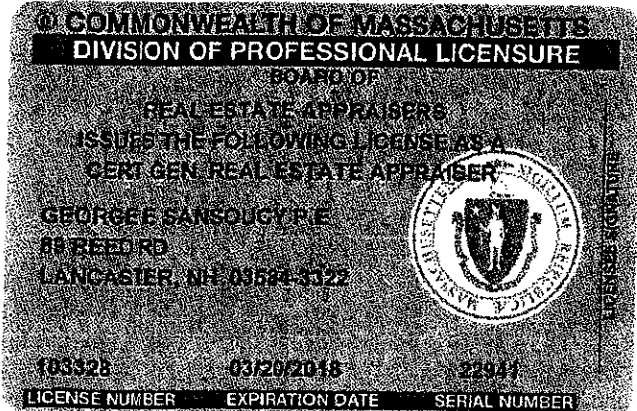
Dated: 7/1/16

Please visit our web site at <http://www.mass.gov/dpl/boards/RA>

GEORGE E SANSOUCY P.E
89 REED RD
LANCASTER, NH 03584-3322

(RA)

Fold, Then Detach Along All Perforations




NON-COLLUSION STATEMENT

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid 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, entity, or group of individuals.

Date: July 7, 2016


Authorized Official's Signature

George E. Sansoucy
Printed Name of Person Signing

Owner/Principal
Title of Person Signing

George E. Sansoucy, P.E., LLC
Company or Corporation

AGENDA

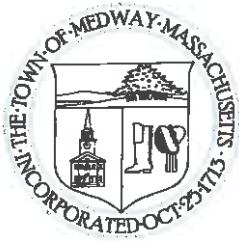
ITEM #4

Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension

Associated backup materials attached:

- Memo from Tom Holder, DPS Director
- Kleinfelder Fee Schedule
- 2012 Master Service Contract
- Proposed Contract Amendment

Proposed Motion: I move that the Board authorize the Chairman to execute a contract amendment with Kleinfelder Northeast, Inc. as presented.



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
Michael Boynton – Town Administrator

From: Thomas Holder – DPS Director 

Date: June 16, 2016

RE: Kleinfelder Contract Amendment

Please find attached, an Amendment to the Town's Master Service Agreement with Kleinfelder Inc. for continued engineering services through July, 2018.

Kleinfelder has represented the Town since 2012 on a number of engineering efforts associated with Stormwater Management, Water Accountability, Exelon Water Provision, EPA National Pollution Discharge Elimination System Permit negotiations and MADEP Grant opportunities to name a few.

The funding to support this Amendment will come from DPS General and Enterprise Consulting Services Operating Budgets as well as anticipated grant opportunities.

Thank you for your consideration.

KLEINFELDER 2016 FEE SCHEDULE

PROFESSIONAL STAFF RATES*

Professional	\$	117/ hour
Staff Professional	\$	126/ hour
Project Professional	\$	158/ hour
Principal Professional	\$	179/ hour
Senior Principal Professional.....	\$	221/ hour
Project Manager	\$	163/ hour
Senior Project Manager.....	\$	221/ hour
Designer/Drafter	\$	113/ hour
Senior Designer/Drafter.....	\$	128/ hour
Project Controls Professional	\$	121/ hour
Senior Project Controls Professional	\$	177/ hour

TECHNICAL STAFF RATES

Technician.....	\$	74/ hour
Senior Technician.....	\$	91/ hour
Inspector	\$	95/ hour
Senior Inspector	\$	116/ hour
Construction Manager	\$	154/ hour

ADMINISTRATIVE STAFF RATES

Administrator	\$	77/ hour
Project Administrator	\$	110/ hour

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made on the 21st day of Aug, 2012, by and between the Town of Medway, with a usual place of business at 155 Village Street, Medway, MA (hereinafter referred to as "Town"), and Kleinfelder Northeast, Inc., formerly known as S E A Consultants, Inc. (hereinafter "Consultant"), an engineering firm incorporated in the state of Massachusetts with a usual place of business at 215 First Street, Cambridge, Massachusetts.

Town and Consultant agree to the performance and furnishing of on-call professional services by Consultant for engineering, planning, architectural and other professional services as set forth in the mutual covenants below. Specific Projects will be authorized in the form of Letters of Understanding, which shall document the scope of work, schedule and fee. A model Letter of Understanding is attached hereto as Exhibit A and incorporated herein.

This Agreement will become effective on the date that the last party fully executes the same.

1.0 CONTRACT DOCUMENTS

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

Exhibits:

- A. Letter of Understanding
- B. Certificate(s) of Insurance and Licenses Required by this Agreement;
- C. Consultant's Corporate Authorization.

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in The Town's Request for Proposal, dated _____ (hereinafter referred to as "Consultant's Services"). This Agreement shall expire on June 30, 2014 unless sooner terminated as provided herein. The obligations of the Town hereunder are 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.

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. This provision in no way limits the Town's ability to bring actions based in negligence and breach of contract against the Consultant, which actions will be governed by the applicable statutes of limitations and the Massachusetts discovery rule regarding accrual dates for such limitations periods.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

The Town shall be entitled to use the documents solely in connection with the completion, maintenance, use and occupancy of the project for which they were prepared. Any other use without written verification or adaptation by the Consultant shall be at the Town's sole risk and without liability to Consultant.

5.0 TOWN'S RESPONSIBILITIES

Town shall appoint a person to serve as liaison between Town and Consultant with respect to a given Project. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Consultant's Services. However, Town shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

In order for the Town to process payment, the Consultant shall invoice the Town monthly for work performed in accordance with the subject Letter of Understanding and documented related expenses incurred during the invoice period. The Town will process payment of invoices within 45 days after receipt of any invoices from the Consultant. The processing of payments to the Consultant shall be predicated upon the prior approval by the Town of all work covered by each individual invoice. The Town reserves all rights to reject any invoices from the Consultant on the grounds the work performed was not authorized by the Town. Compensation to the Consultant shall be in accordance with rates negotiated for respective classes of services as identified in the applicable Letter of Understanding.

7.0 SUSPENSION OF WORK

If Town is unable to proceed with a Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Consultant's Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, including any Letter of Understanding, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in the excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work previously authorized by the Town and performed by the consultant through the date of termination less any offset or claim of Town. Consultant shall have no right to recover other amounts, including but not limited to, amounts for lost profits, indirect, incidental or consequential damages, and any unauthorized work performed by the consultant.

8.1.3 In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts,

including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

8.1.5 Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

8.1.6 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. Town shall notify Consultant forthwith if this Agreement is terminated for lack of appropriation.

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

9.1 Worker's compensation insurance in accordance with state law;

- 9.2** Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.
- 9.3** The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached to this Agreement as Exhibit C.
- 9.4** Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

10.0 INDEMNIFICATION

Consultant hereby agrees to the fullest extent permitted by law, to indemnify, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and reasonable attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by the negligent acts, omissions, or provision of Consultant's services. If the Town requests that the Consultant indemnify it pursuant to this paragraph and the Consultant refuses, the Town will have the option of requiring the Consultant to participate in arbitration under the American Arbitration Association to determine whether or not the Consultant should indemnify the Town pursuant to this provision or any applicable law or legal theory. The Consultant agrees to participate in arbitration if required by the Town. The parties further agree that the decision of the arbitrator regarding indemnification will be binding and final. Neither party may appeal or seek to void the arbitrator's decision through any legal action filed in any court or agency of any state. Each party will bear its own expenses arising from such arbitration.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by Town

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

11.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit C. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State and Town in performing the work embraced by this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the

Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Corporate Contractor

The Consultant 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 E to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

11.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.


IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement on the _____ day of _____, 2012.

CONSULTANT: Kleinfelder Northeast, Inc.

By: _____

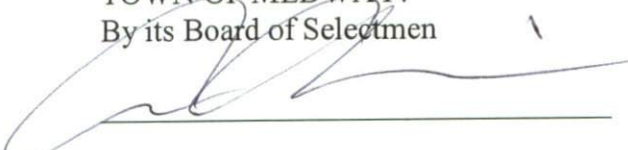
Print or type name: _____

Title: _____



JOSEPH B. CORMIER
VICE PRESIDENT

Corporate Seal

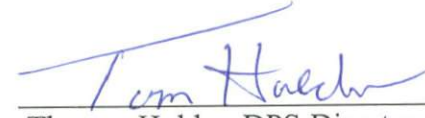
TOWN OF MEDWAY:
By its Board of Selectmen



Approved as to Funds Availability



Carol Pratt, Town Accountant



Thomas Holder, DPS Director

Dated: 8/3/12

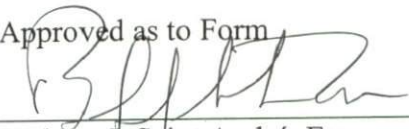
Dated: 8.2.12

Funding Source: 01422012 - 5305

Key Org: _____

Account: _____

Approved as to Form



Barbara J. Saint André, Esq.
Petrini & Associates, P.C., Town Counsel

Dated: 9/27/12

2012.07.19 Proposed SEA contract (1301-04)

EXHIBIT A

[INSERT DATE]

[INSERT NAME OF RECIPIENT]

155 Village Street
Medway, MA 02053

Re: [INSERT TITLE OF PROJECT]
S E A Ref. Number: _____

Dear [INSERT NAME OF RECIPIENT]:

Kleinfelder Northeast, Inc., (hereinafter "Kleinfelder") is pleased to submit this original and one copy of our Letter of Understanding (LOU) in connection with our Agreement for Professional Services dated [FILL IN DATE] (the Agreement). We propose to provide the professional services set forth in detail under Tasks I through [FILL IN TASK NUMBER]. This LOU outlines the scope of a specific Project that the Town has authorized pursuant to the Agreement, and is subject to all of the provisions of the Agreement. When this LOU is executed and returned to Kleinfelder by the duly authorized representative of the Town, it will constitute a notice to proceed with the specific Project.

SECTION 1. – Scope of Services

Task I – [Insert Description of Services]

- A. [Detailed description of task.]
- B. [List additional information, if necessary.]

Task II – [Describe Additional Tasks and SubTasks, if necessary]

SECTION 2. – Schedule

Upon authorization to proceed, Kleinfelder will initiate the work described above. The [DESCRIBE THE WORK PRODUCT] will be prepared and submitted to Town on [ENTER DATE] after completion of investigation [OR SIMILAR].

SECTION 3. – Compensation

The Town agrees to pay, and Kleinfelder agrees to receive as full compensation for professional services under this Agreement, on the basis of a lump sum amount of [AMOUNT IN WORDS AND FIGURES].

The overall total cost shall be due and payable to Kleinfelder upon completion of the scope of work herein stated in this Letter of Understanding, subject to all terms of the Agreement. Interim payments will be made as set forth in the Agreement.

[Insert Name of Recipient Here]
Insert Date Here]
Insert Page Number Here]

SECTION 4. – Acceptance

If this LOU meets with your approval, please sign, date and return the original and one copy to our office, attention **[INSERT APPROPRIATE PERSON]**.

Respectfully yours,

TOWN OF MEDWAY, MA

KLEINFELDER NORTHEAST, INC.

By: _____

By: _____

Date

By: _____

Date

EXHIBIT B

Acord

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
5/17/12

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

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

PRODUCER
Heffernan Professional Practices Insurance Brokers
License No. 0564249
6 Hutton Centre Dr., Ste 500
Santa Ana, CA 92707

CONTACT NAME: Sherry Young
PHONE (A/C, No, Ext): 714-361-7700 **FAX (A/C, No):** 714-361-7701
EMAIL ADDRESS: kleinfelderccerts@heffins.com

INSURERS AFFORDING COVERAGE

INSURED
The Kleinfelder Group, Inc.
(See Attached Named Insured Schedule)
5015 Shoreham Pl.
San Diego, CA 92122-5926

INSURER #	INSURER NAME	NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	Lexington Insurance Co.	19437
INSURER D:	Lloyd's of London Syndicate #2001	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL L LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL9612731	04/01/12	04/01/13	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA1707521	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE23315104	04/01/12	04/01/13	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below		NA	WC21417820 (CA) WC21417821 (FL) WC21417822 (AOS)	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability &			044177408	04/01/12	04/01/13	Each Claim \$1,000,000 Aggregate \$1,000,000
D	Contractor's Pollution Liability			LDUSA1203212	04/01/12	04/01/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Projects as on file with the insured including but not limited to Integrated Resources Management Plan. Town of Medway, MA is named as additional insureds on the general & auto liability policies-see attached endorsements.

CERTIFICATE HOLDER

Town of Medway
Attn: Thomas Holder
155 Village St.
Medway, MA 02053

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: THE KLEINFELDER GROUP, INC.

CERT HOLDER NAME:

(Continued from Page 1)

Named Insureds:

The Kleinfelder Group, Inc.
Kleinfelder Associates
Trinity Engineering Testing Corporation
ERG, LLC
CE2 Kleinfelder
Kleinfelder East, Inc.
Kleinfelder West, Inc. (formerly known as Kleinfelder, Inc.)
Kleinfelder Central, Inc.
Kleinfelder Engineering, P.C.
Kleinfelder Southeast, Inc.
S E A Consultants, Inc.
Kleinfelder Oklahoma 100, LLC
Kleinfelder Oklahoma 200, LLC
Kleinfelder Texas 100, LLC
Kleinfelder Texas 200, LLC
Nodarse-Kleinfelder A Joint Venture LLC
Kleinfelder Guam 101, LLC
Kleinfelder Utah 100, LLC
Kleinfelder Colorado 100, LLC
Kleinfelder Kansas 100, LLC
Kleinfelder International, Inc.
Kleinfelder Australia Pty Ltd.
LPG Environmental & Permitting Services, Inc.
Buys and Associates, Inc.
Kleinfelder Northeast, Inc.
Kleinfelder New Mexico 100, LLC
Kleinfelder Canada, Inc.
Kleinfelder Drilling, Inc.

Architects and Engineers Additional Insured Language*

The following policy language is from National Union Fire Insurance Company of Pittsburgh, PA Commercial General Liability Coverage:

Additional Insured:

- A. Section II – Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) *where required by written contract*.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
This insurance does not apply to "bodily injury" or "property damage" occurring after:
- A.** 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
 - B.** 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.
(Form CG 20 10 07 04)
- A. Section II – Who is an insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location *where required by written contract* of this endorsement performed for that additional insured and included in the "products-completed operations hazard."
(Form CG 20 37 07 04)

Primary & Non-Contributory: The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard". This insurance is primary over any similar insurance available to any person or organization *where required by written contract*. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.
(Form 90533 (3/06))

Per Project Aggregate:

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project where required by written contract:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
(Form CG 25 03 03 97)

Separation Of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the first Named Insured, this insured applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.
(Form CG 00 01 12 07)

Waiver Of Subrogation: The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

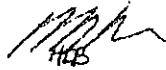
We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.
(Form CG 24 04 10 93)

Notice Of Cancellation: For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 90 Days.
(Form CG 02 24 10 93)

NAMED INSURED: THE KLEINFELDER GROUP, INC.

POLICY NUMBER:

GL9612731



AUTHORIZED REPRESENTATIVE

*From Forms: 51767 (04/02); CG 02 24 10 93; CG 20 10 07 04; CG 20 37 07 04; CG 24 04 10 93; CG 25 03 03 97; 90533 (3/06); CG 00 01 12 07

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of

Policy No. CA1707521 issued to THE KLEINFELDER GROUP, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

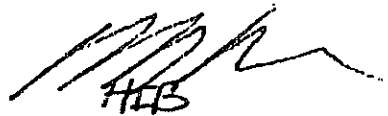
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

**ADDITIONAL INSURED:
WHERE REQUIRED BY WRITTEN CONTRACT**

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative

EXHIBIT C



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

May 11, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

KLEINFELDER NORTHEAST, INC.

is a domestic corporation organized on **December 29, 1961**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By: crm

EXTRACT FROM MINUTES OF SPECIAL MEETING
OF
BOARD OF DIRECTORS
OF
KLENFELDER NORTHEAST, INC.
HELD AT SAN DIEGO, CA
NOVEMBER 16, 2009

"....

VOTED: That each and any of Robert M. Brandon, Anthony J. Zuena, Stephen H. Geribo or William N. Hardy, with each other jointly, or jointly with any of Arthur A. Spruch, John J. Struzziery, Mark J. Thompson, Alan J. Wells, or Joseph B. Cormier is hereby authorized to execute and deliver for, in the name and on behalf of the Corporation, all professional service contracts, agreements and reports, purported to be binding upon the Corporation, the execution and delivery of which are, in the opinion of each of them so acting, required or appropriate in the business of the Corporation, without prior or subsequent reference thereof to the Board of Directors, and the signature thereon by any two of them, as aforesaid (at least one of which shall be the signature of Robert M. Brandon, Stephen H. Geribo, Anthony J. Zuena or William N. Hardy), shall be conclusive evidence for all purposes that such instrument is authorized by this vote, except for contracts less than or equal to \$25,000 in total value, where the signature of Robert M. Brandon, William N. Hardy, Stephen H. Geribo, Alan J. Wells, Joseph B. Cormier or Anthony J. Zuena alone shall be conclusive evidence for all purposes that such instrument is authorized by this vote.

..."

A True Copy

Attest: 

Charles Alpert, Assistant Clerk

This is to certify that the above vote was and is in full force and effect as of the date of this contract.

Attest: 

Charles Alpert, Assistant Clerk

Date of this contract: May 16, 2012

CERTIFICATE AS TO PAYMENT OF STATE TAXES

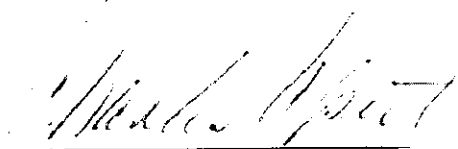
Pursuant to M.G.L. Ch 62C, sec 49A. I certify under the penalties of perjury the Kleinfelder Northeast, Inc., to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

04-2297226
Federal Identification NO.

Kleinfelder Northeast, Inc.
Corporate Name

Date: May 16, 2012

215 First Street, Suite 320
Cambridge, MA 02142
Address of Corporation

By: 
Corporate Officer

**AMENDMENT TO
AGREEMENT BETWEEN
TOWN OF MEDWAY AND KLEINFELDER NORTHEAST, INC.**

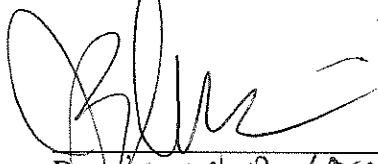
THIS AMENDMENT is made this _____ day of June, 2016, and amends the Agreement dated the August 21, 2012, (the "Agreement"), as previously amended by written Amendment, for on call professional services by and between Kleinfelder Northeast, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 215 First Street, Cambridge, MA (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 good and valuable consideration, agree to amend the Agreement, subject to appropriation, as follows:

1. Amend Section 2.0 by deleting the words "June 30, 2016" and substituting therefore the words "July 31, 2018".

All other terms and conditions of the Agreement shall remain in full force and effect.

CONTRACTOR:



By: Joseph B. Cormier
Title: President

TOWN OF MEDWAY

By its Board of Selectmen

Dated:

Town Accountant:



Dated: 6/16/16

Chief Procurement Officer:


Dated: _____

Funding Source:

Key Org: _____

Account: _____

Approved As To Form



Town Counsel

Dated: 6-14-16

2014.05.08 Kleinfelder amendment (1301-04)

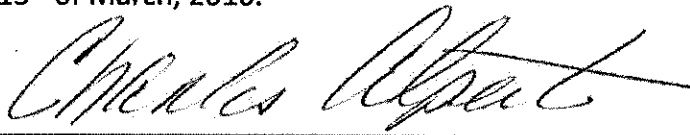
**EXTRACT FROM MINUTES OF SPECIAL MEETING
OF
BOARD OF DIRECTORS
OF
KLEINFELDER NORTHEAST, INC.**

VOTED during the Board of Directors meeting held at San Diego, California on March 15, 2016, that each and any of the following persons:

Joseph B. Cormier	Nathan Stevens
Andrea V. d'Amato	Christopher Balerna
Mary E. Loden	Neil Kulikauskas
Robert K. Templeton	Marc Morin
Robert Rink	Matthew Steele
Elizabeth Frederick	

Individually, or with each other jointly, is hereby authorized to execute and deliver for, in the name of and on behalf of Kleinfelder Northeast, Inc. (the "**Corporation**"), all professional service contracts, agreements and other legal documents to be binding upon the Corporation, the execution and delivery of which are in the opinion of each of them, so acting, required or appropriate in the business of the Corporation, without prior or subsequent reference to the Board of Directors and the signature thereon by any of them shall be conclusive evidence for all purposes that such instrument is authorized by this vote.

Certification of true copy and that the above vote was and is in full force and effect as of the 15th of March, 2016.



Charles S. Alpert, Clerk
Kleinfelder, Inc.



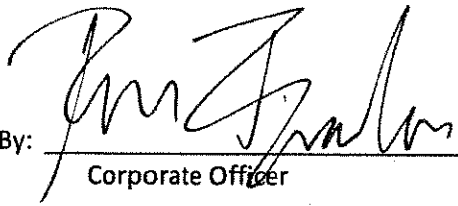
CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Ch 62C, sec 49A, I certify under the penalties of perjury that KLEINFELDER, INC., to the best of my knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

04-2297226
Federal Identification No.

Kleinfelder Northeast, Inc.
Corporate Name

215 First street, Suite 320
Cambridge, MA 02142
Address of Corporation

By: 
Corporate Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Valley Forge Insurance Company	NAIC # 20508
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D: American Casualty Company of Reading, PA	20427
INSURER E: Ace European Group Limited NAIC# AA1120810	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 29219521 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6024233764	4/1/2016	4/1/2017	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ \$15,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		6024191483	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	6024233750 (AOS) 6024191502 (CA)	4/1/2016 4/1/2016	4/1/2017 4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
E	Professional Liability & Contractor's Pollution Liability			B0146LDUSA1603212	4/1/2016	4/1/2017	Each Claim: 1,000,000 Aggregate: 2,000,000

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

Projects as on file with the insured including but not limited to On-Call Professional Services. Town of Medway, MA is named as additional insured on the general and auto liability policies-see attached endorsements.

CERTIFICATE HOLDER Town of Medway Attn: Mr. Thomas Holder 155 Village St. Medway MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian
--	---

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Named Insured: The Kleinfelder Group, Inc.
Policy Number: 6024233764
Effective Date 4/1/2016

The following policy language is an excerpt from Valley Forge Insurance Company Commercial General Liability Coverage:

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through I. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
 - (2) was executed prior to:
 - (a) the **bodily injury or property damage**; or
 - (b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.
- Any coverage granted by this endorsement shall apply only to the extent permissible by law.

Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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.

Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway 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; or
 2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.
- The coverage granted by this paragraph does not apply to:
- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
 - b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:
1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
 2. All medical expenses under **Coverage C**, that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.
- B. All:
1. **Damages** under **Coverage B**, regardless of the number of locations involved;
 2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
 3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location, will reduce the General Aggregate Limit shown in the Declarations.
- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

Named Insured: The Kleinfelder Group, Inc.
Policy Number: 6024191483
Effective Date: 4/1/2016



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

CNA 71527XX (Ed. 10/12)

AGENDA

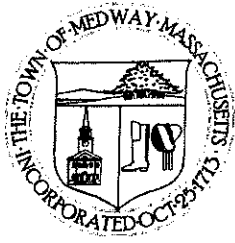
ITEM #5

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

Associated backup materials attached:

- Memo From Tom Holder, DPS Director
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Giombetti Electric, Inc. for the installation of a generator system in an amount not to exceed \$24,039.



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: July 11, 2016
RE: **Giombetti Electric, Inc. – High School- Generator Key Interlock System**

Please find attached three (3) copies of a contract for **Giombetti Electric, Inc. – High School Generator** Contract provides for labor and material to Install new 800 amp Generator Tap Box transition cabinet on exterior wall of High School and run new conduit to main switchboard in electrical room in basement.

Total contract amount \$24,039.00

Bid opening results

Total Bid Results

Giombetti Electric	\$24,039
Griffin Electric	\$31,000
Phillips Electric	\$37,000
Brite Lite Electric	\$45,000

We greatly appreciate your consideration of this issue.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT for **Generator Key Interlock System**, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto for by and between **Giombetti Electric, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 401 South Street, Marlboro, MA 01752, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

ARTICLE 1: CONTRACT DOCUMENTS

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

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to **Furnish and Install Generator Key Interlock System** as more fully described in the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within **10** calendar days after the TOWN issues a written Notice to Proceed to the CONTRACTOR, and shall be entirely completed within **30** calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.
- (c) If the CONTRACTOR fails to complete the work by the date specified in (a) of this

Article, or an extended completion date which is mutually agreed upon by the TOWN and the CONTRACTOR, the awarding authority shall recover as liquidated damages \$300 per day for each day beyond the Contract completion date that the work is not completed.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$24,039.00 [Twenty Four Thousand thirty nine dollars]

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

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

ARTICLE 5: PAYMENT

(a) The TOWN shall make payment as follows:

One final payment of the entire Agreement amount forty-five days after receipt by the TOWN as stamped in by the appropriate TOWN office, of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

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

(c) The following paragraph applies to contracts for public building construction under G.L. c. 30 §39K:

Within fifteen days after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its

estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.

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

ARTICLE 8: NOTICE

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

Town of Medway:

Town of Medway
Tom Holder, DPS Director
155 Village Street
Medway, MA 02053

Contractor:

Steven Rooney
Service Manager
Giombetti Electric Inc.
401 South Street
Marlboro, MA 01752

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The Contractor shall provide a copy of additional insured endorsement for all policies that require the TOWN to be listed as an additional insured.
- (b) Intentionally omitted.
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in

accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.

- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: PREVAILING WAGE RATES

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: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: MATERIALS AND WORKMANSHIP

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

ARTICLE 15: GUARANTEE OF WORK

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

ARTICLE 16: GOVERNING LAW

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

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

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

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

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

ARTICLE 19: CORPORATE CONTRACTOR

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

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

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

CONTRACTOR: Giombetti Electric, Inc.

TOWN OF MEDWAY
By its Board of Selectmen

By: *Michael A. White*

Title: Vice President

Corporate Seal:

Tom Holder 7-6-16
Tom Holder – Director
Department of Public Service

DATE SIGNED: _____

Carol Best
Town Accountant

Approved As To Form
Frank R. Reich
Town Counsel

Dated: 7/6/16

Dated: 7-6-16

Funding Source:

Account: 26714502 5870

CERTIFICATE OF VOTE OF AUTHORIZATION

I hereby certify that a meeting of the Board of Directors of Giombetti Electric, Inc. duly called and held at Marlborough, MA on the 20th day of June 2016 at which a quorum was present and acting, it was voted that Michael A. Giombetti of Giombetti Electric, Inc., be and hereby is authorized to execute and deliver for and on behalf of the Corporation, a contract with the Town of Medway for work to be done at Medway High School – Generator Key Interlock System.

Michael A. Giombetti is to act as principal to execute bonds in connection therewith.

I further certify that Michael A. Giombetti is duly qualified and acting Vice President of the corporation and that said vote has not been repealed, rescinded or amended.

A true copy of the record,

ATTEST: Therese E. Giombetti, Clerk
Clerk

On this 20th day of June 2016 before me, the undersigned Notary Public, personally appeared Michael A. Giombetti, duly designated by the Board of Directors and proved to me, through satisfactory evidence of identification, which was a driver's license, that he is the person whose name is signed on the foregoing document, and acknowledged to me that he signed it voluntarily for its stated purpose and that it was his free act and deed.

Karen Ann Volk
Notary Public
My Commission Expires: 8-7-20

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

Giombetti Electric, Inc.
Corporate Name (please print or type)

 7/5/16
Signature of Corporate Officer Date

Michael A. Giombetti Vice President
Name of Corporate Officer (please print or type) Title

04-2756052
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 Tharon E. Giombetti

Certify that I am Clerk of the

Corporation named as Bidder in the within Bid Form that _____

Michael A. Giombetti who signed said Bid Form on behalf of the Bidder was then

Vice 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)

Tharon E. Giombetti, Clerk
(Signature)

Clerk
(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

Giombetti Electric, held on 3/7/16 it
(Name of Corporation) Inc. (Date)

was voted that:

Michael A. Giombetti Vice President
(Name) (Officer)

Of this company, be 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

Michael A. Giombetti under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: _____

TITLE: Clerk

PLACE OF BUSINESS: 401 South St.

Marlboro, MA 01752

DATE OF THIS CONTRACT: 7-11-16

I hereby certify that I am the clerk of the Giombetti Electric, Inc.
(Name of Corporation)

And that Michael A. Giombetti is duly elected Vice 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.

Thomas E. Giombetti, Clerk
(CLERK)

CORPORATE SEAL:

Exhibit F



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.

A handwritten signature in black ink, appearing to read "Giombetti", is written over a horizontal line.

Signature of individual submitting bid or proposal

Giombetti Electric, Inc.

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

7/5/16

Date

Michael A. Giombetti, Vice President

Print Name & Title of Signatory

Giombetti Electric, Inc.

Name of Contractor

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Giombetti Electric, Inc.
(Name of Contractor)

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

Berkley Insurance Company of Danvers, State of Massachusetts
(Surety) (City & State)

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
Twenty Four Thousand, Thirty Nine Dollars and no/100 Dollars
(\$24,039.00) 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 11th day of July, 2016 (the
"Construction Contract"), for the construction described as follows: Generator Key Interlock System

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in 3 () counterparts, each one of which shall be deemed an original, this the 11th day of July, 2016.

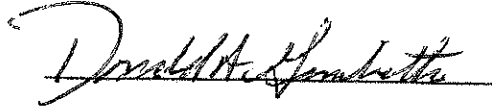
ATTEST:

Giombetti Electric, Inc.

Principal

Donald A. Giombetti
(Principal Secretary)

By



401 South Street

Marlborough, MA 01752

(Address-Zip Code)

Karen A. [Signature]

(SEAL)

Witness as to Principal

80 Ripley Ave.

Marlboro, MA 01752

(Address-Zip Code)

ATTEST:

Berkley Insurance Company

Surety

Laurie A. Penniman

(Attorney-in-Fact)

By



222 Rosewood Drive, Suite 330

Danvers, MA 01923

(Address-Zip Code)

Katharine [Signature]

(SEAL)

Witness as to Surety

222 Rosewood Drive, Suite 330

Danvers, MA 01923

(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 _____

Giombetti Electric, Inc. a Massachusetts
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Berkley Insurance Company of Danvers,
(Surety)

State of Massachusetts 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 Twenty Four Thousand, Thirty Nine Dollars and no/100 Dollars (\$24,039.00) 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 11th day of July, 2016, 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 3 () counterparts, each one of which shall be deemed an original, this the 11th day of July, 2016.

ATTEST:

Berkley Insurance Company

Surety

Laurie A. Penniman

(Attorney-in-Fact)

222 Rosewood Drive, Suite 330

Danvers, MA 01823

(Address-Zip Code)

Katharina Dupuis (SEAL)

Witness as to Surety

222 Rosewood Drive, Suite 330

Danvers, MA 01823

(Address-Zip Code)

By 

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Joseph B. Battaini; Darlene F. Beshaw; or Laurie A. Penniman of Marsh & McLennan Agency, LLC of Worcester, MA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of April, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of April, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 11th day of July, 2016.

(Seal)

Andrew M. Tuma

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

AGENDA

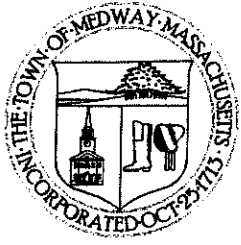
ITEM #6

Approval – Contract with TASCOCO Construction, Inc. for Culvert Repair & New Drainage - \$143,000

Associated backup materials attached:

- Memo From Tom Holder, DPS Director
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with TASCOCO Construction for culvert repairs and new drainage in an amount not to exceed \$143,000.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: Thomas Holder, Director | Department of Public Services
Date: July 11, 2016
RE: **Tasco Construction, Inc. – Brundage Corner- Culvert repair and new drainage**

Please find attached three (3) copies of a contract for **TASCO Construction, Inc. – Brundage Corner** Contract provides for labor and material to repair culvert and add new drainage. Location – Between 264 and 268 Village Street.

Total contract amount \$143,000

Bid opening results

Total Bid Results

TASCO	\$143,000
IW. Harding	\$177,000
Aqua Line	\$205,000
N. Cibotti	\$226,000

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 (Culvert repair and Drainage) (hereinafter referred to as the "Services"), by and between **TASCO Construction, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 92 Stony Brook Road, Belmont, MA 02478, (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, (Culvert repair and new drainage) and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within TEN calendar days after the TOWN issues a written Notice to Proceed to the CONTRACTOR, and shall be entirely completed within Forty Five calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.
- (c) If the CONTRACTOR fails to complete the work by the date specified in (a) of this Article, or an extended completion date which is mutually agreed upon by the TOWN and the CONTRACTOR, the awarding authority shall recover as liquidated damages \$1000.00 (Thousand Dollars) per day for each day beyond the Contract completion date that the work is not completed

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$143,000.00 [One Hundred Forty Three Thousand Dollars] as:

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

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

ARTICLE 5: PAYMENT

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

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

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

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

ARTICLE 8: NOTICE

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

Town of Medway:

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

Tasco Construction, Inc.

Gary Tasco
President
92 Stony Brook Road,
Belmont, MA 02478

ARTICLE 9. INSURANCE

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

accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

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

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

ARTICLE 10: SUBCONTRACTING OF WORK

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

ARTICLE 11: MATERIALS AND WORKMANSHIP

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

ARTICLE 12: PREVAILING WAGE RATES

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

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.

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

ARTICLE 14: GUARANTEE OF WORK

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

ARTICLE 15: GOVERNING LAW

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

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

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

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

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

ARTICLE 18: CORPORATE CONTRACTOR

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

ARTICLE 19: GENERAL LAWS

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

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

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

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

CONTRACTOR: Tes Construction Inc
[Signature]

TOWN OF MEDWAY
By its Board of Selectmen

By: Gary Tashjian

Title: Vice President

Corporate Seal:

[Signature] 7-6-16
Thomas Holder - Director
Department of Public Service

DATE Signed: _____

[Signature]
Town Accountant

Approved As To Form

[Signature]
Town Counsel

Dated: 7/6/16

Dated: 7-6-16

Funding Source:

Account: 0242102-5258

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

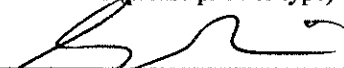
Signature Date

Name (please print or type) Social Security Number

Corporate

Tasco Construction, Inc

Corporate Name (please print or type)

 7/5/2016

Signature of Corporate Officer Date

Gary Tashjian Vice President

Name of Corporate Officer (please print or type) Title

04-2961679

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 E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Tasco Construction, Inc held on 6/1/2016 it
(Name of Corporation) (Date)

was voted that:

Gary Tashjian Vice President
(Name) (Officer)

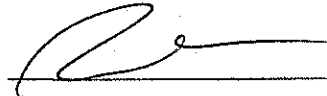
Of this company, he and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such Gary Tashjian VP under seal of the company,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

Shall be valid and binding upon this company.

A true copy,

ATTEST:

TITLE:



President

PLACE OF BUSINESS:

92 Stony Brook
Belmont, MA 02478

DATE OF THIS CONTRACT:

7/11/16

I hereby certify that I am the clerk of the Tasco Construction, INC
(Name of Corporation)

And that Gary Tashjian is duly elected Vice 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.



(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

Tasco Construction, Inc

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

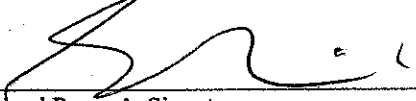
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

7/5/2016

Date

Gary Tashjian VP

Print Name & Title of Signatory

Tasco Construction, Inc

Name of Contractor

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in Three (3) counterparts, each one of which shall be deemed an original, this the 5 day of July, 2016

ATTEST:

Tasco Construction, Inc.

Principal

[Signature]

(Principal Secretary)

By

[Signature]

92 Stong Brook Rd

Belmont MA 02472

(Address-Zip Code)

[Signature] (SEAL)

Witness as to Principal

92 Stong Brook Rd

Belmont MA 02472

(Address-Zip Code)

ATTEST:

Great American Insurance Company

Surety

[Signature] By

Oscar B. Johnson

50 Prospect Street

Waltham, MA 02453

(Address-Zip Code)

[Signature] (SEAL)

Witness as to Surety

50 Prospect Street

Waltham, MA 02453

(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.

ATTEST:

Great American Insurance Company

Surety



(Attorney-in-Fact)

By

Oscar B. Johnson

50 Prospect Street

Waltham, MA 02453

(Address-Zip Code)

 (SEAL)

Witness as to Surety

50 Prospect Street

Waltham, MA 02453

(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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 17436

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
OSCAR B. JOHNSON	ALL OF	ALL
NEWTON S. JOHNSON	WALTHAM, MASSACHUSETTS	\$100,000,000
MARK D. LESKANIC		
MARIA PLAISTED		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **1ST** day of **FEBRUARY**, 2016
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **1ST** day of **FEBRUARY**, 2016, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____



Atty L C B
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

TASCO-1 OP ID: AE

DATE (MM/DD/YYYY)

06/30/2016

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

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

PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	CONTACT NAME: PHONE (A/C, No, Ext): 781-642-9000 FAX (A/C, No): 781-647-3670 E-MAIL ADDRESS: certificaterequest@esia.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Tasco Construction, Inc. 92 Stony Brook Road Belmont, MA 02478	INSURER A: Acadia Insurance Company	NAIC # 31325
	INSURER B: Firemen's Insurance Company	21784
	INSURER C: Continental Indemnity Company	28258
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION- \$200,0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPA 0068976	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MAA 1301219	05/31/2016	05/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None		CUA 0068980	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	46-713955-01-02	05/31/2016	05/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		CPA 0068976 DEDUCTIBLE: \$1,000	05/31/2016	05/31/2017	Scheduled 439,000 Leas/Rent 150,000

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

Project: Culvert repair and Drainage
 The Town of Medway is included as additional insured with regard to General Liability when required by written contract or agreement.

CERTIFICATE HOLDER

MEDWAMA

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. MEDICAL PAYMENTS

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, to the greater of:

- a. \$10,000; or
- b. The medical expense limit shown in the Declarations of this Coverage Part.

B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **COVERAGE A.** is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I - COVERAGE A.2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or automatic fire protective system leakage to premises while rented to your or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

2. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to 5. above, the greater of:
 - a. \$300,000; or
 - b. the Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, explosion or sprinkler leakage incident.

3. Paragraph 4.b.(1)(b) **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(b) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

4. Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person(s) or organization(s) for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

C. NON-OWNED WATERCRAFT OR AIRCRAFT

1. Paragraph g.(2) of 2. **Exclusions** under **SECTION I, COVERAGE A.** is replaced by the following:

A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (a) and (b) above, whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to paragraph g. of 2. **Exclusions** under **SECTION I, COVERAGE A:**

(6) An aircraft that you do not own that is hired, chartered or loaned with a paid crew.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (6) above, whether the other insurance is primary, excess, contingent or on any other basis.

D. SUPPLEMENTARY PAYMENTS

Under **SECTION I. - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, 1.b and 1.d.** are replaced with the following:

- b. Up to \$3,000 for the 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.
- d. All reasonable expenses incurred by the insured at our request to assist us in investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day.

E. ADDITIONAL INSURED - LESSOR

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

The lessor or manager of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the lessor or manager.

F. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED, Paragraph 2:**

Any person(s) or organization(s) for whom you have agreed in a written contract or agreement

that such person(s) or organization(s) be added as an additional insured to your policy.

- (1) Such person(s) or organization(s) is an additional insured 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 your omissions; or
- (b) the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations under the written contract or agreement.

- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when your operations under the written contract or agreement for that additional insured are completed.

- (3) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) Primary and Non-Contributory - The insurance provided to the additional insured is primary to and will not seek contribution from the additional insured's own insurance.

- (5) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (a) "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:

- (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (ii) Supervisory, inspection, architectural or engineering activities.

(b) "Bodily injury" or "property damage" occurring after:

- (i) 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
- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person(s) or organization(s) other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

G. ADDITIONAL INSURED LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED**, Paragraph 2:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person(s) or organization(s) be added as additional insured on your policy.

- (1) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.
- (3) Primary and Non-Contributory - The insurance provided to the additional insured

is primary to and will not seek contribution from the additional insured's own insurance.

- (4) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

H. BROADENED NAMED INSURED

Paragraph 3. under **SECTION II - WHO IS AN INSURED** is replaced by the following:

Any organization you newly acquire or form, other than a joint venture, over which you maintain ownership or majority interest of more than 50% will be 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. KNOWLEDGE OF OCCURRENCE

The following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Notice of an "occurrence", offense, claim or "suit":

- (1) Will be deemed to be knowledge of an "occurrence" to the Named Insured if reported to you by an:

- (a) "executive officer" of the insured; or
- (b) "employee" or third party designated by the insured to give or receive notice of the "occurrence" or claim.

(2) To your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

J. UNINTENTIONAL OMISSIONS

The following is added to **6. Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

K. MOBILE EQUIPMENT

SECTION V - DEFINITIONS, 12.f.(1) is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

except when the gross vehicle weight of the equipment is less than 1,000 pounds, in which case the vehicle will be considered "mobile equipment".

L. OTHER COVERAGE FORMS AND ENDORSEMENTS

If this insurance includes a Coverage Form or an endorsement which provides coverage for loss

or damage covered by one or more of the extensions of this endorsement, the limit and the coverage provided by this endorsement are replaced by the limit and coverage provided by that Coverage Form or endorsement.

M. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The Transfer Of Rights Of Recovery Against Others To Us condition of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person(s) or organization(s), if you have agreed to do so in a written contract or agreement 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(s) or organization(s) and included in the "products-completed operations hazard". This waiver applies only to the person(s) or organization(s) agreed to in the written contract, agreement or permit and is subject to those provisions.

This waiver does not apply unless the written contract, agreement or permit has been executed prior to the "bodily injury" or "property damage".

N. REASONABLE FORCE

Under **SECTION I, COVERAGE A, Exclusion a.** 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.

O. OTHER INSURANCE EXCESS WHEN YOU ARE AN ADDITIONAL INSURED

Paragraph **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

- (b) Any other primary, excess or contingent insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed

operations, for which you have been added as an additional insured by attachment of an endorsement.

P. BODILY INJURY REDEFINED

SECTION V - DEFINITIONS, paragraph 3. is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person(s), including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Q. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow paragraph 4.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

AGENDA

ITEM #7

Approval – Location of a Swimming Pool within Drainage Easement - 15 Tulip Way

Associated backup materials attached:

- Quitclaim Deed
- As-built Plan
- Map showing easement and placement of pool

Proposed Motion: I move that the Board grant temporary authorization for the location of a swimming pool by the owner within the Town's drainage easement at 15 Tulip Way. Said location shall not interfere with the function and purpose of the drainage easement and shall be approved by the Medway Department of Public Services prior to installation. Further, the owner shall provide on or before September 1, 2016 a survey plan prepared by a Registered Surveyor detailing proposed revised easement boundaries that exclude the new swimming pool location, with the understanding that the owner proceeds at his own risk and that this matter will be presented to Town Meeting which must approve any actual easement relocation.

as a result of you are receiving this email mission.

Bk 25722 Pg 414 of 40
04-30-2008 @ 01:38P

QUITCLAIM DEED

We, Reiner Schwarz and Angela Schwarz of Medway, Norfolk County, Massachusetts

For Consideration Paid and In Full Consideration Of Five Hundred Seventy-Nine Thousand Eight Hundred (\$579,800.00) Dollars

Grant To Carlo Cautilli and Jacqueline Cautilli, Husband and Wife, as Tenants by the Entirety

Of 15 Tulip Way, Medway, MA

With Quitclaim Covenants

The land, together with the buildings located thereon, situated on Tulip Way in Medway, Norfolk County, Massachusetts and shown as Lot 7 on a plan entitled "Definitive Subdivision Plan Granite Estates in Medway, Massachusetts, Scale 1" = 40", November 1999, Dillis and Mische, Inc., Registered Professional Land Surveyors", which plan is filed with the Norfolk County Registry of Deeds as Plan No. 353 of 2000, Plan Book 475, to which plan reference is hereby made for a more particular description.

Said Lot 7 contains 56,592 square feet of land, more or less, according to said plan.

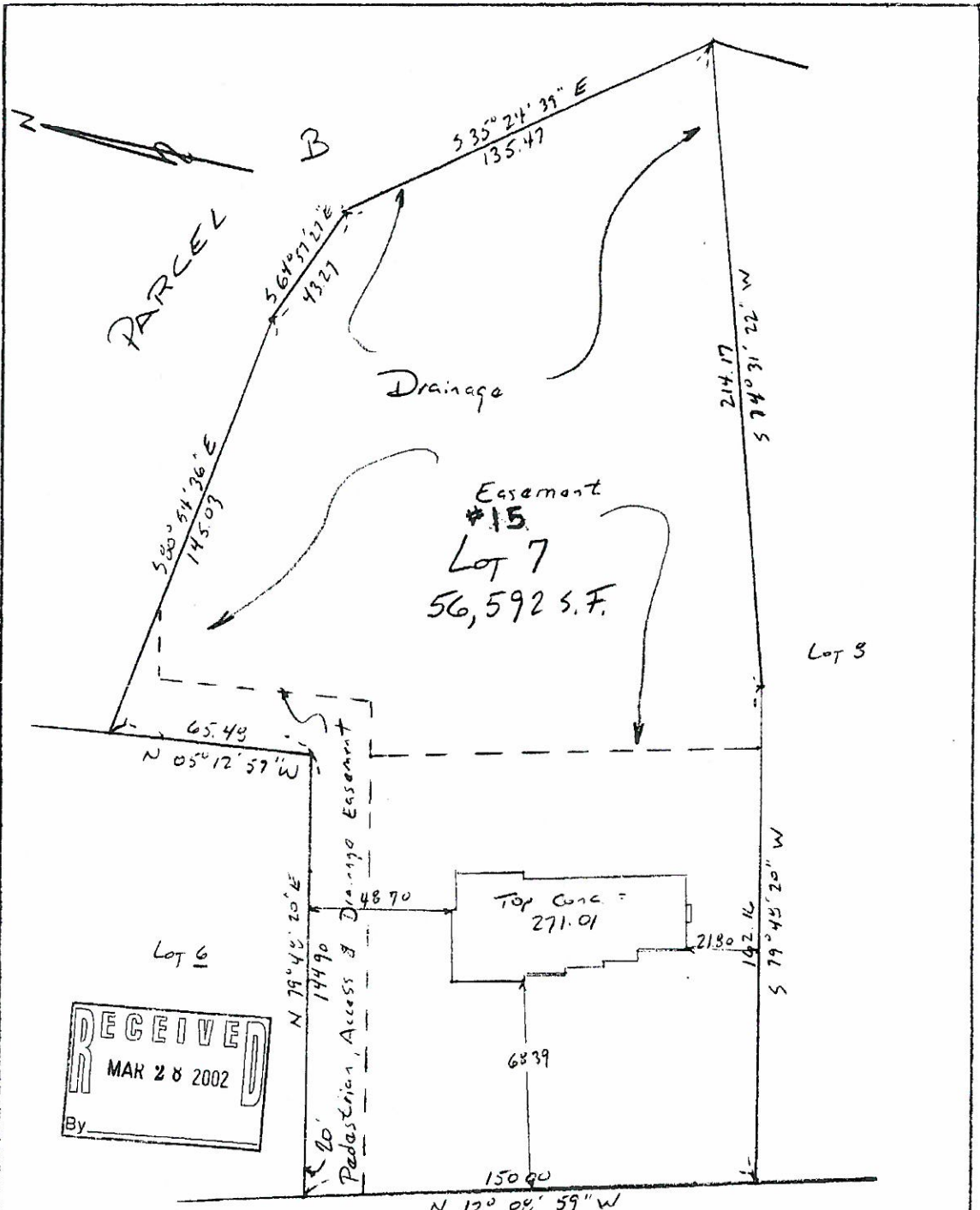
The grantee shall have the right to use the streets and ways, as shown on said plan, in common with all others lawfully entitled thereto as streets and ways are commonly used in the Town of Medway. No other interest in or to said streets and ways is herein intended or conveyed.

The premises are conveyed subject to a Declaration of Protective Covenants recorded with said Registry of Deeds in Book 14847, Page 3. The premises are conveyed subject to a 15 foot wide Slope Easement and a 20 foot wide Pedestrian Easement and Drainage Easement as shown on said plan.

Being the same premises conveyed by deed dated February 8, 2007 and recorded with Norfolk County Registry of Deeds in Book 24531, Page 337.

RECEIVED AND RECORDED
NORFOLK COUNTY

Carlo Cautilli
15 Tulip Way
508-533-4448



RECEIVED
MAR 28 2002
By _____

15 TULIP (under Const.) WAY

H20 = 261.58
P.P. 65M-T-263.51
diff of 1.93

I hereby certify that the foundation shown on this plan conforms to the zoning by-laws of the Town of Medway and does NOT lie within the flood zone.

(As-Built)
Plan of Land

MEDWAY, MA.

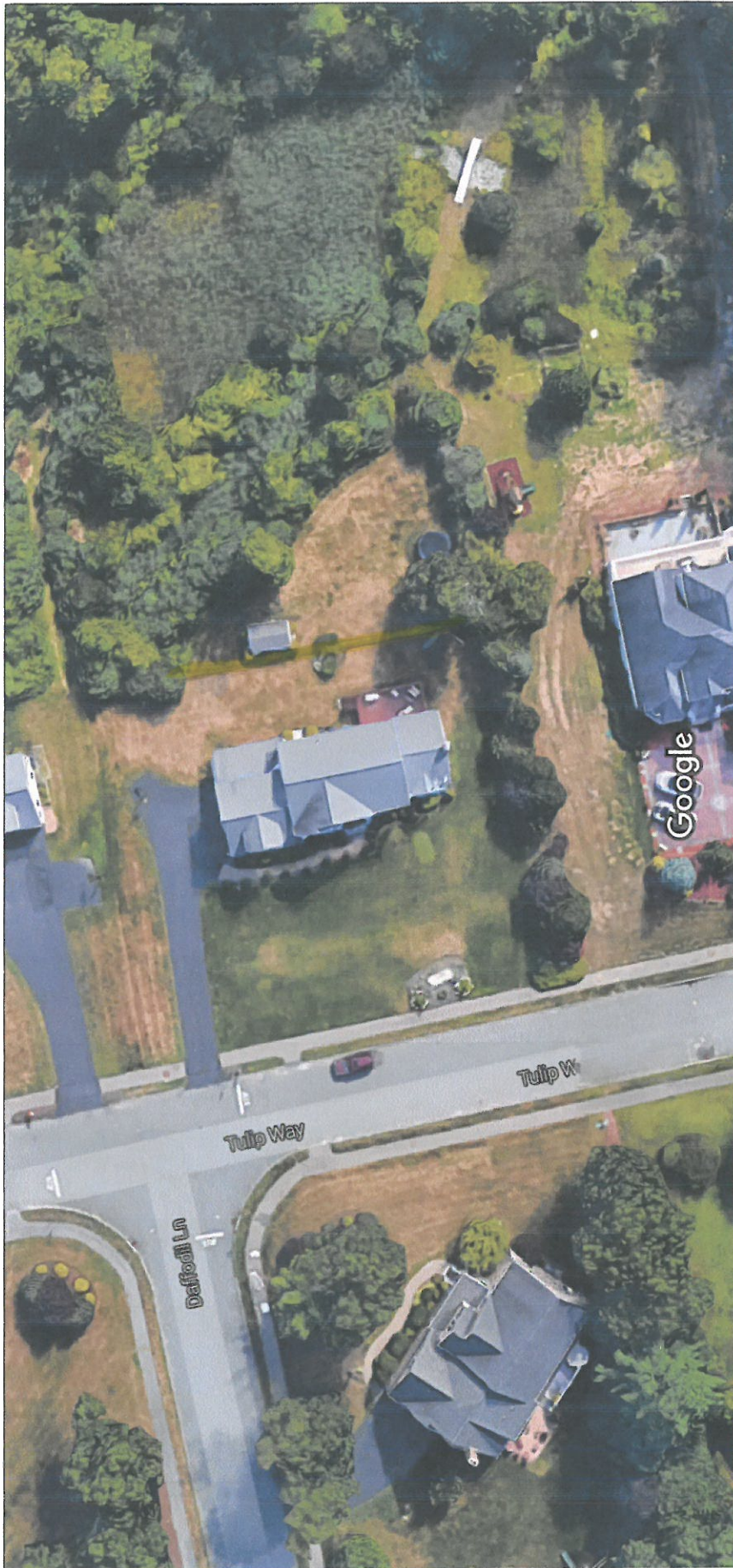
Scale 1" = 40' Date January 20, 2002

DeSimone & Associates
11 Owl St. Medway, Ma.
(508) 533-7683



Francis X. DeSimone

→
Sea
Easement
in
highlight



According to Mr. Cauffli:
Precedent set w/
#17 Tulip Way
Had their easement line
legally moved and
pool is right up
to basin.

AGENDA

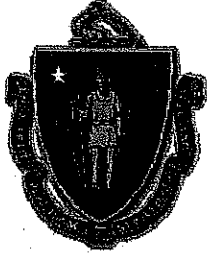
ITEM #8

Grant Expenditure Authorization – Green Communities Competitive Grant - \$216,577

Associated backup materials attached:

- Grant Award
- Grant Proposal, voted by the Board at its March 21, 2016 meeting

Proposed Motion: I move that the Board authorize the expenditure of the Green Communities Competitive Grant in the amount of \$216,577.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Matthew A. Beaton
Secretary

Judith F. Judson
Commissioner

June 28, 2016

John Forestu, Chair, Board of Selectmen
Town of Medway
155 Village Street
Medway, MA 02053

Dear Chair Forestu:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$216,577 for the following projects proposed in the Town of Medway's Green Communities Competitive Grant application.

List of projects funded:

- \$89,988.08, Various Streets in Town—Streetlights Conversion to LEDs
- \$87,495, Medway Police Department Headquarters—Install an Energy Management System
- \$12,386, Medway Fire Station #1—Retrofit Lights with LEDs and Install New Sensors
- \$26,708, Medway Library—Retrofit Lights with LEDs and Install New Sensors

The Division reviewed Medway's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically- approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Medway on your grant projects. We congratulate you on your grant award, and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7358 or by email at dan.knapik@state.ma.us with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read 'DKnapik', written in a cursive style.

Daniel M. Knapik, Director
Green Communities Division

CC: Michael E. Boynton, Town Administrator

ATTACHMENT A

- A project narrative *AS OUTLINED BELOW* must be provided for *EACH* project.

Medway -Attachment A- Project Narrative (Draft, 3/16/2016)

INTRODUCTION- the Town of Medway is submitting its application for 4 projects:

- Installation of 382 streetlights at various locations (Pages 1-3)
- Lighting Upgrades at Medway's Fire Station 1 (Pages 4-6)
- Lighting Improvements at Medway's Library (Pages 7-9)
- Installation of an Energy Management System at Medway's Police Headquarters (Pages 10-13)
- Attachment C: to be signed by Town CEO (Page 14)

Streetlight Conversion to LEDs

- **Medway Energy Consumption –The Town of Medway's total energy consumption for 2015 was as follows:**

<u>Category</u>	<u>MMBtus</u>
Buildings	41,529
Water & Sewer	3,137
Open Space	239
Vehicles	7,030
Street & Traffic Lights	620

- **Describe the scope of the project including:**
 - Purpose
 - The project continues, and will complete, the Town's efforts to retrofit its streetlights with Siemens Acuity "Autobahn series cobra head LEDs. Medway has already converted 236 street lights to LEDs with funding from previous Green Communities grants. There are still 382 streetlights throughout the community using high pressure sodium.
 - Benefits
 - LED conversion will reduce our annual energy use and costs and will increase the lifespan of each unit, producing a further savings in maintenance costs. The expected annual energy savings for the 382 streetlights is 72,048 kWh. The energy savings would yield \$14,409 in annual savings to the Town.
 - Medway would be eligible for utility incentive of approximately \$18,011.92 from Eversource.
 - Maintenance costs are expected to be reduced by about \$1 per month per light resulting in an annual maintenance savings of \$4,584.
 - The simple payback period for the investment is 6.2 years. This does not take maintenance savings into account.

- Timeline
 - It is anticipated that the installation process would require about 3 months enabling a completion by the May of 2017.
- Procurement required and status
 - Chapter 25A allows for an RFQ to a qualified contractor and we will contract with Siemens for this work, as we did for the previous streetlight retrofit.
- Anticipated impact, qualitatively and quantitatively.
 - Annual electric savings (kWh): 72,048
 - Annual maintenance savings: \$ 4,584
 - Annual energy cost savings: \$14,409.54
 - Electrical and maintenance savings will positively impact the Town's budget, which has been under stress from increased services.
- How the project supports the municipality's five year Energy Reduction Plan.
 - Most of the Town's ERP has been fulfilled. In 2009 Street and Traffic Lighting represented 4.3% of the Town's total electrical energy use. In 2015 S&T represented 4.4% of the total. Diminishing the streetlights' use of energy will help that category (Street and Traffic Lights) keep pace with the other categories' energy reduction. This project will contribute to helping the Town continue its energy reducing measures in the face of increased services to its residents during the past few years.
- Provide a complete accounting/proposed budget for the project. Include:
 - Total project budget: \$108,000.00
 - Estimated Utility Incentive: \$ 18,011.92
 - G.C. Grant Request: \$ 89,988.08
 - Other sources of funding, including any utility or Mass Clean Energy Center incentives.
- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers.
 - Identify the specific roles and responsibilities of each of the parties.
 - Siemens Industry, Inc., contractor: Siemens has been an installer of LED streetlight retrofits for many communities over the years and has in fact installed over 200 such lights for Medway.
 - Medway Dept. of Public Services has overseen the retrofit of over 200 LED streetlights in two projects since 2013.

- Identify how the project will be managed on a day-to-day basis.
 - Siemens will be responsible for the overall management of the installation project. The Town of Medway Department of Public Services will assign a project manager and contact person for the Town of Medway. A construction meeting will be held to review the schedule and flow of information, identify staging areas for equipment and materials storage, discuss disposal of the old HPS streetlights and other waste materials, and any other issues or events with potential to impact the work. Siemens will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the Director of Public Services.
- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team.
 - The project will be contracted to a single contract to supply all labor and materials to carry out the work.

For exterior lights, streetlights, traffic lights or parking lot lights, provide:

- Number and wattage of existing lights: 382 streetlights. Their total electric consumption for the previous year in kWh: 100,212kWh.

1 Mercury Vapor	460 watts
375 High Pressure Sodium	58 watts
1 HPS	175 watts
5 HPS	295 watts
- Ownership (confirm that municipality owns its streetlights) and metering status:
 - The Town of Medway owns the streetlights and the streetlights are unmetered.
- Wattage, cost and technology (LED, induction, etc.) of proposed replacement lights:
 - Of the 382 lights in the proposed project, the wattage varies from 58 to 460 watts. All but one are high pressure sodium. The remaining light is Mercury Vapor.
- LED streetlights must be controls-ready (five-pin)
- For LED streetlight controls, please provide the aforementioned information, as well as the following:
 - Product specifications for controls: no controls are proposed.
 - Proposed operating changes and associated projected energy savings; and email or letter of support from the utility: No changes proposed.

Medway Fire Department #1 Lights Conversion to LEDs

- **Medway Energy Consumption –The Town of Medway’s total energy consumption for 2015 was as follows:**

<u>Category</u>	MMBtus
Buildings	41,144
Water & Sewer	3,137
Open Space	239
Vehicles	7,030
Street & Traffic Lights	620

- **Describe the scope of the project including:**
 - Purpose
 - The project completes the Town’s efforts to retrofit its Library’s interior lights to energy saving LED fixtures and sensors. This project is based on an energy audit performed by TNT Energy in 2011 and updated in 2016. The lights to be retrofitted are mostly incandescent and fluorescent bulbs of various length, which will be replaced with LEDs. Occupancy sensors will complete the project.
 - Benefits
 - LED conversion will reduce our annual energy use and costs and will increase the lifespan of each unit, producing a further savings in maintenance and operations costs. The expected annual energy savings for the project is 9,137 kWh. The energy savings would yield \$1,553 in annual savings to the Town.
 - Medway would be eligible for utility incentive of approximately \$2,284 from Eversource. The actual amount varies depending on the wattage of the fixture used.
 - Because LEDs do not require ballasts and with their longer lifespan the resulting annual maintenance savings would be \$1,500. The simple payback period for the investment is 4.1 years.
 - Timeline
 - It is anticipated that the installation process would require about 3 to 4 weeks enabling a completion by the end of 2016.
 - Procurement required and status
 - Chapter 25A allows for an RFQ to a qualified contractor and we will contract with TNT Energy for this work, as we did for the previous lighting retrofits.
 - Anticipated impact, qualitatively and quantitatively.
 - Annual electric savings (kWh): 9,137
 - Annual maintenance savings: \$1,500
 - Annual energy cost savings: \$1,553

- Electrical and maintenance savings will positively impact the Town's budget, which has been under stress from increased services.
 - How the project supports the municipality's five year Energy Reduction Plan.
 - According to Medway's original Energy Reduction Plan the Town's, non-school buildings use about 14% of the town wide energy use in 2009. Of the non-school staff occupied buildings the Library, Town Hall, Police Dept. and the Senior Center have all had major energy upgrades, including building envelope improvements, LED retrofits, HVAC controls, etc. MFD #1 has had only vending machine sensors. The proposed project will contribute to helping the Town continue its energy reducing measures in the face of increased services to its residents during the past few years.
- Provide a complete accounting/proposed budget for the project. Include:
 - Total project budget: \$14,670
 - Estimated Utility Incentive: \$ 2,284
 - G.C. Grant Request: \$12,386
 - Other sources of funding, including any utility or Mass Clean Energy Center incentives: NA
- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers.
 - Identify the specific roles and responsibilities of each of the parties.
 - TNT Energy: contractor, completed the town wide Energy Audit. They have installed energy conservation projects for the town in the past.
 - Medway Dept. of Public Services (DPS) has overseen several energy conservation measures for the Town since it became a Green Community.
 - Medway Energy Manager, Robert Weiss, has been working for Medway and Millis as energy manager since 2014.
 - Identify how the project will be managed on a day-to-day basis.
 - TNT Energy will be responsible for the overall management of the project. The Town of Medway Department of Public Services will assign a project manager and contact person for the Town of Medway. A construction meeting will be held to review the schedule and flow of information, identify staging areas for equipment and materials storage, discuss disposal of any fixtures, lights and other waste materials, and any other issues or events with potential to impact the work. TNT will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be

provided weekly and/or upon request to the Director of Public Services.

- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team.
 - The project will be contracted to a single contract to supply all labor and materials to carry out the work.

For all other building efficiency measures, provide:

- The energy consumption for the previous year for the building where proposed project is located. Please include energy consumption for each fuel in kWh, therms, gallons, etc.;

Station	2015					Solar Electric (kWh)
	Electric (kWh)	Gas (therms)	Oil	Gasoline	Diesel	
1	48,373	5,580				9,610

- The audit recommending the proposed measure: Attached as “Medway Combined TNT Energy Audit”
- Information on other measure(s) completed to date from the audit/assessment - address whether the whole building was assessed, and how the measure proposed for funding was prioritized for implementation amongst the recommended measures;
 - Along with Lighting and sensors, the 2011 audit by TNT recommended vending machine controls and a small amount of building envelope improvements. The vending machine sensors were installed. This measure is recommended because the annual energy use and costs savings it will yield is greater than the savings produced by the building envelope upgrades.

Medway Public Library Lights Conversion to LEDs

- **Medway Energy Consumption –The Town of Medway’s total energy consumption for 2015 was as follows:**

<u>Category</u>	MMBtus
Buildings	41,144
Water & Sewer	3,137
Open Space	239
Vehicles	7,030
Street & Traffic Lights	620

- **Describe the scope of the project including:**

- Purpose

- This project completes the Town’s efforts to retrofit its Library’s interior lights to energy saving LED fixtures and sensors. This project is based on an energy audit performed by TNT Energy in 2011 and updated in 2016. Medway staff and contractors already converted many of the lights with funding from a previous Green Communities grant. The lights to be retrofitted are located on the basement level, where a renovation to expand the building’s daily use is scheduled, and on the first floor. CFLs and 4’ fluorescent bulbs will be replaced with LEDs. Infrared occupancy sensors are also included.

- Benefits

- LED conversion will reduce our annual energy use and costs and will increase the lifespan of each unit, producing a further savings in maintenance and operations costs. The expected annual energy savings for the project is 13,770 kWh. The energy savings would yield \$2,341 in annual savings to the Town.
- Medway would be eligible for utility incentive of approximately \$3,443 from Eversource. The actual amount varies depending on the wattage of the fixture used.
- Because LEDs do not require ballasts, and with their longer lifespan, the resulting annual maintenance savings would be \$3,000. The simple payback period for the investment is 5.0 years.

- Timeline

- It is anticipated that the installation process would require about 3 to 4 weeks enabling a completion by the end of 2016.

- Procurement required and status

- Chapter 25A allows for an RFQ to a qualified contractor and we will contract with TNT Energy for this work, as we did for the previous lighting retrofits.

- Anticipated impact, qualitatively and quantitatively.
 - Annual electric savings (kWh): 13,770
 - Annual maintenance savings: \$3,000
 - Annual energy cost savings: \$2,341
 - Electrical and maintenance savings will positively impact the Town's budget, which has been under stress from increased services.
- How the project supports the municipality's five year Energy Reduction Plan.
 - According to Medway's original Energy Reduction Plan the Town's Library was the second least efficient non-school building (Medway's ERP, page 17/32, Figure 4). The proposed project will contribute to helping the Town continue its energy reducing measures in the face of increased services to its residents during the past few years.
- Provide a complete accounting/proposed budget for the project. Include:
 - Total project budget: \$30,150
 - Estimated Utility Incentive: \$ 3,443
 - G.C. Grant Request: \$26,708
 - Other sources of funding, including any utility or Mass Clean Energy Center incentives: NA
- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers.
 - Identify the specific roles and responsibilities of each of the parties.
 - TNT Energy: contractor, completed the town wide Energy Audit. They have installed energy conservation projects for the town in the past.
 - Medway Dept. of Public Services (DPS) has overseen several energy conservation measures for the Town since it became a Green Community.
 - Medway Energy Manager, Robert Weiss, has been working for Medway and Millis as energy manager since 2014.
 - Identify how the project will be managed on a day-to-day basis.
 - TNT Energy will be responsible for the overall management of the project. The Town of Medway Department of Public Services will assign a project manager and contact person for the Town of Medway. A construction meeting will be held to review the schedule and flow of information, identify staging areas for equipment and materials storage, discuss disposal of any fixtures, lights and other waste materials, and any other issues or events with potential to impact the work. TNT will be responsible for all permits

needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the Director of Public Services.

- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team.
 - The project will be contracted to a single contract to supply all labor and materials to carry out the work.

For all other building efficiency measures, provide:

- The energy consumption for the previous year for the building where proposed project is located. Please include energy consumption for each fuel in kWh, therms, gallons, etc.;

	2015 Electric (kWh)	2015 Gas (therms)	2015 Oil	2015 Gasoline	2015 Diesel	2015 Propane	2015 Solar Electric
Library Medway	95,680	6,199					

- The audit recommending the proposed measure: Attached as “Medway Combined TNT Energy Audit”
- Information on other measure(s) completed to date from the audit/assessment - address whether the whole building was assessed, and how the measure proposed for funding was prioritized for implementation amongst the recommended measures:
 - Lighting and sensors were recommended in a 2011 audit by TNT, and of the five ECMs, these two had the quickest payback. That measure in 2011, however, recommended a retrofit from fluorescent bulbs to more efficient fluorescent bulbs of lower kW. This upgrade comes from 2016 and recommends a change to LEDs and sensors that are more efficient and still has a better payback than the other ECMs.

NARRATIVE for Medway Police Department Energy Management System

- **Medway Energy Consumption –The Town of Medway’s total energy consumption for 2015 was as follows:**

<u>Category</u>	MMBtus
Buildings	41,144
Water & Sewer	3,137
Open Space	239
Vehicles	7,030
Street & Traffic Lights	620

- Describe the scope of the proposed project including:
 - Purpose
 - This project entails the installation of the building automation and energy management system at Medway’s Police Dept. building. This will facilitate Medway achieving a 20% reduction in its energy use. Progress had been made in the Town’s early years of its Green Communities designation, but the addition of services, vehicles and building use since then has resulted in an increase in energy consumption in spite of successful energy efficiency measures. The Police H.Q. is a very active building that is occupied 24 hours daily requiring a heavy dependence upon a reliable heating and cooling system.
 - Benefits
 - Introduction of an Energy Management System in order to control heating and cooling is cost-effective and will significantly decrease energy use. The building’s two boilers are now controlled manually and not at all efficiently. In fact, only one boiler is used at a time and the other is engaged only when one of the system’s two pumps breaks down. The existing heating and cooling systems are original to the building, which was built in 1990. Installing an EMS will enable both boilers to be engaged on an automatic basis, which will help spread the use of the boilers so that one is not used more than the other. An EMS will also help better distribute heat through the building’s eight heating zones, many of which are used at different times throughout the day.
 - The payback period is 11.7 years.
 - Timeline
 - It is planned that the installation would take place primarily during the summer months to minimize the impact on the building’s occupants and operations. That would mean an installation startup of summer of 2017.

- Procurement required and status.
 - Prism Energy Services, a qualified project expediter of Columbia Gas and qualified under Mass GLC 25A, performed the energy audit and services of the building. We intend to have them install the system.
- Anticipated impact, qualitatively and quantitatively.
 - Annual electric savings: 38,342 kWh
 - Annual natural gas savings: 1,805 therms
 - Annual cost savings: \$ 7,507.00
 - See Attachment, "Medway -EMS Proposal, Prism Energy" for scope
 - Additionally, the more efficient operation of the HVAC system will result in an improved and more consistent comfort level for the MPD staff year round.
- How the project supports the municipality's five year Energy Reduction Plan.
 - Medway has been adhering to its five year plan, which was submitted using FY 2009 as its base year. No plans were made for the Police Department at that time. The Energy Reduction Plan called for "Municipal (Non-School) energy upgrades as needed". To that end, a town wide energy audit of 7 of Medway's municipal, non-school, buildings in October, 2011 indicated energy improvements to supplement the original five year plan. Included in the 2011 audit were significant upgrades to the Police Department, including installing an energy management system. (See, "Medway Combined TNT Energy Audit" in documents)
- Why grant funding is required to complete the project.
 - The Town of Medway has no funding set aside for energy improvements.
- Identify any and all permits required and the status of each.
 - The only permits necessary for the project are an electrical permit and plumbing permit from Medway's Building Dept., which will be applied for prior to the start of construction.
- Identify any other approvals required, e.g. local, state, federal, and the status of each.
 - NA
- Opportunities for education and outreach and a concrete plan to accomplish them.
 - A press release will be issued by the Town's Energy Manager to inform the general community of the significant reduction in energy consumption from the installation of the EMS system. It will include the resulting reduction in municipal costs and carbon emission.
 - Information about the project will be posted on the Town's new website and on the Medway Energy Committee's website.

- Provide a complete accounting/proposed budget for the project. Include:
 - Total project budget: \$96,968
 - GC Grant request \$87,495
 - Estimated utility incentive \$ 9,473
 - No funds will be used for administrative costs.

- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers.
 - Identify the specific roles and responsibilities of each of the parties.
 - Medway's Dept. of Public Services: project installation oversight. DPS has overseen the installation of EMS at our town library and has access to controls to the system. DPS also does the same for it Town Hall
 - Medway Energy Manager: grant management. Robert Weiss
 - Prism Energy Services is a qualified utility project expediter, is and has worked under several utility municipal installation programs.
 - Identify how the project will be managed on a day-to-day basis.
 - Medway's DPS will assign a staff member for the working hours of installation to provide oversight in the Police Headquarters and to liaison between building occupants and the contractor.
 - The contractor will be directly responsible to Medway's DPS for its installation scheduling and performance.
 - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team: No further partners have been identified.

For Energy Management Systems (EMS) Projects, provide:

- Current EMS (if any)
 - There is no Energy Management System in the building.
- Number of data points requested: to be determined.
- Systems and equipment to be monitored and/or controlled
 - 1 boiler
 - 2 circulating hot water pumps
 - 8 Air handling units
 - 8 DX cooling units
 - Entire building heating and cooling systems
- EMS manufacturer

- DISTECH Controls
- Information indicating whether the EMS remote control units and transducers are interchangeable with EMS main control units from other vendors
 - Yes, they are. The EMS program software is an open-source system. Updates and revisions can be installed by technicians other than the vendor.
- Information indicating whether the EMS program software open-source, and whether updates and revisions can be installed by technicians other than the vendor
 - The EMS program software is an open-source system. Updates and revisions can be installed by technicians other than the vendor.
- The communication protocol (e.g., BACNET), and whether it allows communication with other vendors' control systems
 - The communication protocol is BACNET and is open to communication and integration with other vendor control systems.

Building Name and/or Location	Project Name (description) ⁽¹⁾	Projected Project Completion (month/year) (optional)	Projected Annual Electricity Savings or Generation (KWh) ⁽²⁾	Projected Annual Natural Gas Savings (therms) ⁽²⁾	Projected Annual Oil Savings (gallons) ⁽²⁾	Projected Annual Energy Savings (other fuel) ⁽²⁻⁵⁾	Projected Annual Cost Savings ⁽²⁾ (\$)	Total Project Cost (\$) ⁽⁶⁾	GC Grant Funding (\$) ⁽⁷⁾	Utility Incentives (\$)	Other Grants (Please list source in column N) (\$)	Town Contribution (\$)	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference	Audit or Study Page Reference(s) ⁽⁸⁾	Other Supporting Document(s) and Page Reference(s) ⁽⁹⁾	Part of Performance Contract? (yes or no)	
Various Streets in Town	Streetlights Conversion to LEDs	May, 2017	72,048				\$14,409.54	\$108,000.00	\$69,982.08	\$18,011.92	\$0.00	\$0.00	\$0.00	Siemens Estimate			no	
Medway Police Department Headquarters	Install an Energy Management System	July, 2017	39,342	1,805			\$7,507.00	\$95,968.00	\$87,495.00	\$9,473.00	\$0.00	\$0.00	\$0.00	Medway-EMS Proposal, Prism Energy			no	
Medway Fire Station #1	Retrofit Lights with LEDs and Install New Sensors	December, 2016	9,137				\$1,553.00	\$14,670.00	\$12,386.00	\$2,284.00	\$0.00	\$0.00	\$0.00	TNT Audit Prices			no	
Medway Library	Retrofit Lights with LEDs and Install New Sensors	December, 2016	13,770				\$2,341.00	\$30,150.00	\$26,798.00	\$3,443.00	\$0.00	\$0.00	\$0.00	TNT Audit Prices			no	
(Insert new rows here)																		
								\$249,788.00	\$216,577.08	\$13,211.92	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A

NOTE: This table has been formatted so that the projects are directly transferable to from Table 4 of the Energy Reduction Plan and Annual Reports in order to minimize the reporting burden of Green Communities.

(1) A municipality may submit proposals for as many projects as it wishes. Projects must comply with all requirements specified in the full guidance document.
(2) Please estimate only the projected direct annual cost and energy savings.
(3) For other fuels, please specify in column header fuel and units (ex: gallons). DOEER will perform the calculations for MMbtu and GHGs.
(4) Total project cost = sum of all funding sources (columns 1-4M)
(5) Please note that the total grant request does not need to equal your total grant allocation at this time. For example, if an audit or engineering study needs to be performed, then this request should be for the cost of that study. A subsequent request should be made to pay for the measures/buildings audited or studied. (Please note: Only audits that are at a minimum an ASHRAE Level 2 audit will be eligible for Green Communities Grant Funding.)
(6) Please provide a specific page number/range from the audit or study that provides funding request and project details.
(7) Proposed projects should be completed within approximately one year from contract execution.

AGENDA

ITEM #9

Discussion/Vote – Chapter 70 Resolution – Medway School Committee

Associated backup materials attached:

- Correspondence, Medway School Committee
- Chapter 70 Resolution

Proposed Motion: I move that the Board vote to support the School Committee's recent vote to support the Chapter 70 resolution calling for full funding of the Foundation Budget Review Commission's recommendations.

45 Holliston Street
Medway, Massachusetts 02053
OFFICE: 508-533-3222
FAX: 508-533-3226



Armand Pires, Ph.D.
Superintendent of Schools

June 6, 2016

Board of Selectmen
Finance Committee
Town of Medway

Dear Board Members,

The Medway School Committee is requesting members of the boards to support the school committee's recent vote on May 5, 2016, to support the resolution calling for full funding of the Foundation Budget Review Commission's Recommendations (Chapter 70 Resolution).

A copy of the Chapter 70 Resolution is enclosed for your review.

As always, should you have any questions, please do not hesitate to contact me or the school committee secretary, Karen Walsh.

Sincerely,



Diane Borgatti
Chairman, Medway School Committee

DB:kw

cc: Armand Pires
School Committee
Michael Boynton
Allison Potter
SC File

Letter_RE_Request for Support of Chapter 70
SCMISC

"Excellence for all through learning"
Equal Opportunity Employer

**Resolution Calling for Full Funding of the
Foundation Budget Review Committee's Recommendations**

Whereas the Massachusetts Foundation Budget Review Commission identifies two areas (employee health insurance and special education) where the Massachusetts Foundation Budget significantly understates the true cost of educating students in the Commonwealth and has failed to keep pace with rising costs;

Whereas this underfunding means the cost of providing a quality education has increasingly been borne by the local communities, most often at the expense of other vital municipal operations;

Whereas investing in education today leads to higher incomes, and thus less investment in police, prisons, subsidized health care, low income housing, welfare, etc. in the future;

Whereas state and local economies are most effectively strengthened “by investing in education and increasing the number of well-educated workers.”

Therefore, Be It Resolved that the Medway School Committee calls on the Massachusetts Legislature and the Governor of Massachusetts to fully fund and adopt the recommendations of the Foundation Budget Review Commission in the immediate future.

Rationale: The Foundation Budget Review Commission (FBRC) was established by the Legislature in the FY16 budget and was charged with examining the Foundation Budget (Chapter 70) formula. The formula was first established as part of the Education Reform Legislation in 1993 and has not been thoroughly reviewed or updated since that time. The FBRC found that the current formula understates the cost significantly in two areas: Employee Health Insurance and Special Education.

If the recommendations of the FBRC had been implemented in the FY16 budget, state funding for education would have been about \$500 million more than it was. However, if Chapter 70 reflected the true cost of education, the number would be closer to \$2 billion.

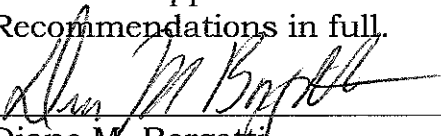
Spending by school districts over the required Net School Spending amounts has increased, as a whole, for more than a decade, indicating that communities are using local property taxes and diverting funding from other portions of municipal budgets to fund their schools. In FY14, the total spending above Foundation in the state was \$1.7 billion. At the same time, the state's commitment to municipal aid has declined. Since 2001, unrestricted local aid

has been cut by 43%. The net effect is a combination of cuts to local and school services and an increasing reliance on the regressive property tax.

The evidence overwhelmingly establishes the correlation between a well-educated workforce and higher income individuals. States that invest more in education have a higher paid workforce; also, states that increase the level of education of their population see greater productivity and higher wages over time. The link can then easily be made between higher paid individuals and less reliance on various forms of government assistance, as well as lower rates of crime.

A state's high school and college attainment rates are important factors in the state's overall economic strength. Additionally, investments in education can have significant long-term impacts on state and local economies, as well-educated individuals tend to stay relatively local and contribute tax dollars to the state and municipality in which they reside. In general, the taxes paid over time by these individuals are substantially higher than the cost of their public education.

At the Medway School Committee Meeting held on May 5, 2016, a vote was taken to support the Foundation Budget Review Commission's Recommendations in full.



Diane M. Borgatti,
Chairperson
Medway School Committee

5/5/2016

Date

AGENDA

ITEM #10

Approval – One-Day Liquor License Requests

- a. Suzanne Giangarra – Thayer Homestead – July 24, 2016
- b. Laurie Insel – Thayer Homestead – August 6, 2016
- c. Tricia Sharpe – Thayer Homestead – August 7, 2016
- d. Matt Zajac – Thayer Homestead – August 19, 2016
- e. Judi Notturmo – Thayer Homestead – August 21, 2016
- f. Martha White – Thayer Homestead – September 1, 2016
- g. Kristen & Peter Sigrist – Thayer Homestead – September 5, 2016

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion: I move that the Board authorize one-day liquor licenses for Suzanne Giangarra, Laurie Insel, Tricia Sharpe, Matt Zajac, Judi Notturmo, Martha White and Kristen & Peter Sigrist for their events at the Thayer Homestead on July 24, August 6, August 7, August 19, August 21, September 1 & September 5, 2016 respectively, subject to the Police Chief's recommendations and proof of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol _____ Wine and Malt

Event Bridal shower

Event Location Thayer Homestead

Event Date July 24, 2016

Event Hours 11:30 - 3:00 (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant Suzanne Giangarra (mother of bride)

Address _____, Medway, MA

FID# N/A

Phone _____ Email _____

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Is event open to the general public? Y _____ N

Estimated attendance 40 women and babies

Will there be an age restriction? Y _____ N

Minimum age allowed:

How, where and by whom will ID's be checked? Starr Kelley of
Special Occasion Servers with J+L Catering for food.

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

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

on file

Provisions for Security, Detail Officer No

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

Prior Experience Relationship with Thayer Homestead

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

Date of Application June 16 2016

Applicant's Signature Suzanne M. Giangarra

Applicant's Name Suzanne M. Giangarra

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 1st Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 22, 2016

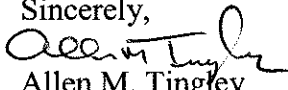
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Suzanne Giangarra for a one day wine and malt license for a Bridal Shower, to be held at the Thayer House, 2B Oak Street, on July 24, 2016. I approve of the issuance of this one day wine and malt license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,


Allen M. Tingley
Chief of Police



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 Bridal Shower

Name of Organization/Applicant Laurie Insel

Address Medway

FID# _____

Phone _____ Fax () _____ Email _____

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location thayer homestead

Event Date Saturday, August 6, 2016

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

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? There are no children attending this shower except 1 baby all else over 21

Is there a charge for the beverages? Y _____ N

Price structure: _____

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

Provisions for Security, Detail Officer _____

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

Experience _____

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

Date of Application 2-22-2016

Applicant's Signature Laurie Insel

Applicant's Name Laurie Insel

Address _____ Medway

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 _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

May 24, 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 Laurie Insel for a one day liquor license for a bridal shower, to be held at the Thayer House, August 6, 2016. I approve of the issuance of this one day wine alcohol license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

A handwritten signature in black ink that reads "Allen M. Tingley".

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 X

Event Bridal Shower

Name of Organization/Applicant Tricia Sharpe

Address Medway

FID# _____

Phone _____ Fax () _____ Email _____

Non-Profit Organization Y _____ N X

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 8/7/16

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

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

Estimated attendance 60+

Will there be an age restriction? Y _____ N X

Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer _____

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

Experience Waitress

The following may be required:

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

Date of Application 3/10/16

Applicant's Signature Tricia Sharp

Applicant's Name Tricia Sharp

Address _____ Medway

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 _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

March 21, 2016

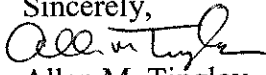
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Tricia Sharpe for a one day liquor license for a bridal shower, to be held at the Thayer House, August 17, 2016. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,


Allen M. Tingley
Chief of Police



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 40th BIR

Event Location THAYER HOUSE

Event Date 8/19/16

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

Name of Organization/Applicant MATT ZAJAC

Address FRANKLIN, MA.

FID# _____

Phone _____ Email _____

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Is event open to the general public? Y N

Estimated attendance 50-100

Will there be an age restriction? Y N

Minimum age allowed:

How, where and by whom will ID's be checked? NO ONE UNDER

21 YEARS of AGE will Be served UNDER ANY
CIRCUMSTANCES.

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 6/30/16

Applicant's Signature M. Zajac

Applicant's Name MATT ZAJAC

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 1st Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

To: Michael Boynton
Town Administrator

July 6, 2016

From: William Boultenhouse
Lieutenant, Medway Police

Ref: One day liquor license, August 19, 2016

Mr. Boynton

On behalf of Chief Tingley, I have reviewed the request by Matt Zajac for a one day liquor license for August 19th at the Thayer property, 2B Oak Street Medway Ma. We find no reason this license should not be approved with the stipulation that the party's named in the application, adhere to and abide by the rules and regulations of the Town of Medway's Alcohol Policy.

Respectfully,

William K Boultenhouse
Lieutenant, Medway Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol ___ Wine and Malt [checked]

Event [Bridal Shower]

Event Location [Thayer House]

Event Date [8/21/2014]

Event Hours [2pm - 6pm] (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant [Judith Pofferno]

Address [Medway]

FID#

Phone Email

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

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

Estimated attendance [60]

Will there be an age restriction? Y [checked] N ___
Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

NO

Provisions for Security, Detail Officer _____ NO

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 8/20/2016

Applicant's Signature Judith H. Nattorno

Applicant's Name Judith H. Nattorno

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 1st Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 22, 2016

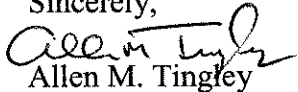
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Judi Notturmo for a one day liquor license for a Bridal Shower, to be held at the Thayer House, 2B Oak Street, on August 21, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,


Allen M. Tingley
Chief of Police



faxed 6/16/14

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 [checked] Wine and Malt []

Event Wedding of Martha White & Jack Delett

Name of Organization/Applicant Martha White

Address Milford MA 01757

FID#

Phone () Email

Non-Profit Organization Y [] N [checked]

Attach non-profit certificate of exemption :

Event Location Thayer Homestead

Event Date Sept. 4, 2014

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 6:00 p.m. - 10:30 p.m.

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

Estimated attendance 75

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

Minimum age allowed:

There may be one or 2 very small children. Everyone else over 21.

How, where and by whom will ID's be checked? No one of
questionable age will be attending. Everyone over 21
or under 10.

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

Alcohol server(s) _____
Attach Proof of Alcohol Server Training
Special Occasion Servers (professional bartenders)

Provisions for Security, Detail Officer none

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

Experience Town Administrator in Natick

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

Date of Application 6-6-10

Applicant's Signature Martha White

Applicant's Name Martha White

Address _____

Phone () _____ Fax () _____ Email _____
see page 1

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

June 22, 2016,

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Alcohol License Request – Thayer House – White-Deletti Wedding Reception

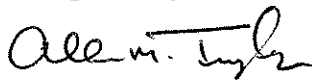
I have reviewed the application for the ^{one} day Alcohol license for the White- Deletti wedding reception scheduled for September 1, 2016 at the Thayer House.

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 will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by TIPS certified bartenders from Special Occasion Servers.

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~~ ^{KSS}

Event SIGRIST 25th WEDDING ANNIVERSARY

Name of Organization/Applicant KIRSTEN AND PETER SIGRIST

Address MEDWAY, MA 02053

FID# _____

Phone () _____ Fax () _____ Email () _____

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 9/5/16

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

Is event open to the general public? Y _____ N

Estimated attendance 100

Will there be an age restriction? Y _____ N

Minimum age allowed:

How, where and by whom will ID's be checked? BY SERVERS AT DRINK

TABLE/AREA

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 NONE

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 4/4/16

Applicant's Signature [Signature]

Applicant's Name KIRSTEN STURIST

Address MEDWAY MA

Phone _____ Fax () _____ Email 4

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

To: Michael Boynton
Town Administrator

July 6, 2016

From: William Boultenhouse
Lieutenant, Medway Police

Ref: One day liquor license, September 5 2016

Mr. Boynton

On behalf of Chief Tingley, I have reviewed the request by Kirsten and Peter Sigrist for a one day liquor license for September 5th at the Thayer property, 2B Oak Street Medway Ma. We find no reason this license should not be approved with the stipulation that the party's named in the application, adhere to and abide by the rules and regulations of the Town of Medway's Alcohol Policy.

Respectfully,

A handwritten signature in black ink, appearing to read "Lt W.K. Boultenhouse", written over a horizontal line.

William K. Boultenhouse
Lieutenant, Medway Police

AGENDA

ITEM #11

Action Items from Previous Meeting

Associate backup materials attached:

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	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	Ongoing
6	6/20/2016	MS-4 Permit Requirements & IWRMP	DPS & Mult. Boards	Ongoing

AGENDA

ITEM #12

Approval of Warrants

Warrants to be provided at meeting

AGENDA

ITEM #13

Approval of Minutes

Associated backup materials attached:

- 3/21/16 Draft Minutes
- 4/4/16 Draft Minutes
- 5/9/19 Draft Minutes

Board of Selectmen’s Meeting
March 21, 2016 – 7 PM
Sanford Hall, Town Hall
155 Village Street

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Allen Tingley, Police Chief; Detective Donald Grimes; Mary Becotte, Communications Director; David D’Amico, Deputy Director, Department of Public Services; Donna Greenwood, Principal Assessor; Susy Affleck-Childs, Planning and Economic Development Coordinator; Stephanie Mercandetti, Community Development Coordinator; Bob Weiss, Energy Manager.

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

At 7:02 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

Sheriff Bellotti – Discussion About Families Coping with Drug and Alcohol Addiction

The Board reviewed a Letter to the Editor from Sheriff Bellotti, dated August 19, 2015.

Sheriff Michael Bellotti stated he has served 17 years as sheriff in the Norfolk County Sheriff’s Office and was a state legislator before that. The daily inmate count is about 525. In addition to working with the incarcerated, we also work with police departments in the county. There are sheriffs as well as deputy sheriffs. We see ourselves in a complimentary role doing police details, providing extra resources for communities, keeping up with training and assisting with senior programs.

Sheriff Bellotti stated he wanted to focus on what we do internally. Ninety percent of inmates have some sort of substance abuse issue. Referring to the opioid crisis, he indicated that both nurses and officers are trained to give Narcan and also administer drug treatment by injection. These treatments are covered by MassHealth. Once an inmate leaves the system, they can register for MassHealth, which is prohibited while in jail. If we can get offenders connected to resources, they will be linked to those resources when they leave the system. This includes recovery homes. Statistics show that 65% of inmates are connected to resources, though the success rate is unclear. We thank all your police officers and fire fighters for their hard work and are happy to help out where we can. He briefly talked about the qualifications of professionals entering the workforce as corrections officers. Brief discussion followed on various experiences as well as the people working in support programs.

Public Comments:

Selectman Trindade reported that, at the meeting on March 7, the Board had a discussion on applying for a state grant in the amount of one million dollars. This was at the encouragement of Senator Karen Spilka and the funds could be used to pay for improvements to recreational areas. Last week we discussed the first steps whereupon we learned that some residents were offended by my comments. What we propose could go a long way to enhance quality of life for Medway residents. We began to consider a phased approach and asked the Town Administrator to further research the process. Selectman Crowley mentioned the volleyball pit at Choate Park, noting that it should be redone and asked that this project be included. Initially we thought that \$30K was a lot of money for a volleyball court. “My question was: who plays there? My wife and I are third-generation immigrants on both sides. I understand how it came across, like we were at a

1 Trump Rally, but that is not the way I do things. I take great pride in serving on this Board and the job we
2 have done to make things better for everyone in this town. We all take the Pledge of Allegiance very
3 seriously, liberty and justice for all. I have nothing against anyone based on their race, creed or religion.“
4

5 Mr. Liam McDermott thanked Selectman Trindade for his comments. He distributed his own written
6 comments, then read from them, paraphrasing some of the statements, based on Selectman Trindade’s
7 remarks. He expressed how offended he was at the implication that Selectman Trindade was denigrating
8 users of the volleyball court by virtue of their race. How can one tell from a person’s appearance whether
9 they are a Medway resident or not? He suggested that, if the parks were funded with state funds, perhaps
10 they should be used by any resident of the state. Mr. McDermott continued his comments for some time.
11 A complete copy of his statement is available in the Town Administrator’s office by request.
12

13 **Appointments – Board of Assessors**

14 *The Board reviewed letters of interest from Leonard Mitchell, Lindsie Tosca and Cristina Sauer. It is*
15 *noted that two appointments are needed. There is currently a vacancy on the Board of Assessors with a*
16 *term expiring June 30, 2017, and a pending resignation (April 1, 2016) with a term expiring June 30, 2016.*
17

18 Present: Leonard Mitchell, Lindsie Tosca and Cristina Sauer
19

20 Chairman Foresto thanked them for volunteering, noting that this is the first time there are more applicants
21 than positions for the Board of Assessors. He asked each candidate to provide a brief introduction.
22

23 Ms. Tosca stated that she has worked in real estate for about ten years as assistant controller. Ms. Sauer
24 Stated she has been a Medway resident for 20 years, currently working in customer support for a software
25 company. Mr. Mitchell stated he has lived in Medway since 2008, working for Verizon as a project
26 engineer assessing equipment.
27

28 Selectman Trindade noted that most people do not understand the work that the Board of Assessors does.
29 It is a pretty thankless job, but a very important one. The work has to be fair, equitable and complete.
30

31 Responding to a question from Chairman Foresto about how they learned of the vacancy, all three
32 candidates indicated they saw a posting on Facebook. He thanked them for stepping forward.
33

34 **Selectman Trindade moved that the Board appoint Lindsie Tosca to the Board of Assessors for a**
35 **term expiring on June 30, 2017; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-1-0 --**
36 **Crowley oppose as to the process.**
37

38 **Selectman Trindade moved that the Board appoint Cristina Sauer to the Board of Assessors for a**
39 **term expiring on June 30, 2016; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-1-0 --**
40 **Crowley oppose as to the process.**
41

42 **Selectman Trindade moved that the Board appoint Leonard Mitchell to a vacant position on the**
43 **Capital Improvement Planning Committee; Selectman White seconded. It was noted that doing so**
44 **was unfair to the CIPC who had no knowledge of this persona’s potential interest. Selectman**
45 **Trindade withdrew his motion.**
46

47 **Appointments – Zoning Board of Appeals - Brian White**

48 *The Board reviewed the following information: (1) Memorandum from Stephanie Mercandetti,*
49 *Community Development Coordinator; (2) Letter of resignation from Craig Olsen; and (3) Email and*
50 *Resume from Brian White.*
51

1 Ms. Mercandetti reported that Mr. Brian White is presently serving as an associate member of the Zoning
2 Board of Appeals. One of the full members had submitted a resignation, and Mr. White expressed
3 interest in moving into that position.

4
5 **Selectman Trindade moved that the Board appoint Brian White as a full member of the Zoning**
6 **Board of Appeals to fill the vacancy created by Craig Olsen’s resignation; Selectman Crowley**
7 **seconded. Selectman Crowley reported that he had phoned the ZBA chair who indicated that he**
8 **was in agreement with the appointment. VOTE: 5-0-0.**

9
10 **Vote Articles and Recommendations – May 9 Special and Annual Town Meeting Warrants**
11 **(ATM Articles 4, 5, 18, 21, 22, 25-34 – STM Article 4)**

12 *The Board reviewed the following information: (1) Special Town Meeting Warrant; (2) Annual Town*
13 *Meeting Warrant; (3) Water Consumption Comparison (FY16 to FY17); (4) Sewer Consumption*
14 *Comparison (FY16 to FY17); (5) Document listing drivers of Water and Sewer Budget Increases; and*
15 *(6) Planning and Economic Development Board Article Summaries prepared by Susy Affleck-Childs.*

16
17 Special Town Meeting Warrant

18 Mr. Boynton identified two areas of interest: (1) due to recent storm and winter not yet over, we may
19 need funds in the Snow and Ice Budget; and (2) updated amounts for Article 4 with additional funding
20 source.

21
22 **Selectman Trindade moved that the Board approve Article 4 as presented; Selectman D’Innocenzo**
23 **seconded. No discussion. VOTE: 5-0-0.**

24
25 Annual Town Meeting Warrant

26 *Substantive comments are included below.*

27
28 Article 4 – Appropriation: FY17 Water Enterprise Fund: Selectmen Crowley had questions on the water
29 rates and the way the rate structure is set up. Chairman Foresto noted that the Town cannot continue
30 using retained earnings and will need to raise the rates at some point. Mr. D’Amico reported that a water
31 rate discussion with the Board of Selectmen is tentatively scheduled for April 11. Brief discussion
32 followed in which Selectman Crowley suggested leaving the Board’s recommendation as TBD until after
33 that discussion.

34
35 Article 5 --Appropriation: Fy17 Sewer Enterprise Fund: The Board will hold on this one as well.

36
37 Article 11 – Replacement Ambulance: This article contains new language and an additional sentence.

38
39 Article 18 – Appropriation: Community Preservation Committee: It was decided to hold off making a
40 recommendation until after the Community Preservation Committee votes.

41
42 Article 21 – CPA Funds: Playground Improvements: Mr. Boynton reported that he presented a letter to the
43 office of the Secretary of Environmental Affairs which outlined a phased approach to the improvements.
44 Funding would be \$500,000 in FY17 and \$500,000 in FY18. Selectman Crowley expressed concern that the
45 Board has not yet finalized its position, noting that residents have approached him about the \$30,000 for the
46 volleyball court. Brief discussion followed on separating specific projects for each Phase. Responding to a
47 question from a resident, Mr. Boynton stated that Fall Town Meeting appropriated less than \$20,000 for the
48 Gale Associated study which was an overall assessment of recreational facilities in the community. The
49 original report came back with an \$8 million price tag. Brief discussion followed on the size of some of the
50 projects, some of which could require varying levels of improvement as projects move forward. Some
51 smaller projects, such as the volleyball court, may not qualify for the bond bill funding, but it could be

1 accomplished in-house out of the general fund. Selectman Crowley was interested in knowing the itemized
2 costs for each project to make sure the pricing is relevant. It was noted that the study did not itemize costs
3 but instead assigned lump sums. Discussion followed.

4
5 Article 22 – Accept Gift of Land and Fund Relation Acquisition Costs: **Selectman Trindade moved**
6 **that the Board approve Article 22 as presented; Selectman Crowley seconded. No discussion.**
7 **VOTE: 5-0-0.**

8
9 Ms. Affleck-Childs and Mr. Rodenhiser were present for the following articles.

10
11 Article 25—Easement Acceptances: Neelon Lane and Charles View Lane: Chairman Foresto asked that
12 easels be available at Town Meeting so residents can see where the parcels are located. Ms. Affleck-Childs
13 stated that this easement is to allow access and maintenance for the development off Neelon Lane.

14
15 **Selectman Trindade moved that the Board approve Article 25, as presented; Selectman White**
16 **seconded. No discussion. VOTE: 5-0-0.**

17
18 Article 26 – Amend General Bylaws: Design Review Committee: The changes apply to memberships as
19 well as the addition of a mission statement, qualifications of members, etc.

20
21 **Selectman Trindade moved that the Board approve Article 26 as presented; Selectman White**
22 **seconded. Selectman Crowley expressed concern about the qualifications of advisors. Brief**
23 **discussion followed. VOTE: 5-0-0.**

24
25 Article 27 – Amend General Bylaws: Parking & Storage of Recreational and Commercial Vehicles:
26 There has been concern for the parking of large commercial vehicles on commercial and public property.
27 This article is something of a compromise among the Planning Board members, some of whom wanted to
28 be stricter. As a general bylaw, enforcement would fall to the Police Department. Mr. Rodenhiser noted
29 that the Planning Board wants to protect the appearance of our residential neighborhoods. This is not
30 about the local landscaper vehicles but more for the 18-wheel or flat-bed trailer hauling equipment. It
31 was noted that the class of vehicles are based on weights, not size. Recreational Vehicles (RV) would not
32 be included as they are not registered as commercial vehicles.

33
34 **Selectman Trindade moved that the Board approve Article 27 to amend the General Bylaws;**
35 **Selectman White seconded. It was noted that a public hearing will be held Tuesday, March 29.**
36 **Discussion followed. VOTE: 5-0-0.**

37
38 Article 28 – Accessory Family Dwelling Unit: This allows for a caregiver such as a nanny or other such
39 person to live in the unit. The language clarifies that the unit does not have to be within the original
40 structure, but can be an addition or accessory building and limits the size of new construction. Hopefully
41 allow an in-home aging option. This is being presented jointly with the Zoning Board of Appeals.

42
43 **Selectman Trindade moved that the Board approve Article 28 to amend the Zoning Bylaw relative**
44 **to dwelling units; Selectman White seconded. No discussion. VOTE: 4-0-0 (It is noted that**
45 **Selectman Crowley was out of the room and did not participate in the vote.)**

46
47 Article 29 – Site Plan Review: This article proposes to tie Site Plan Review more closely to zoning. It
48 adds an option for solar structures as well as modifying various sections by clarification of language.

1 **Selectman Trindade moved that the Board approve Article 29 to amend the Zoning Bylaw**
2 **regarding Site Plan Review; Selectman White seconded. No discussion. VOTE: 5-0-0.**

3
4 Article 30 – Editing Zoning Bylaws: This is predominantly a modification of the format as well as the
5 addition of a new section.

6
7 **Selectman Trindade moved that the Board approve Article 30 for the editing of the Zoning Bylaw;**
8 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

9
10 Article 31 – Amend Zoning Bylaw: New Section Zoning District Boundaries: **Selectman Trindade**
11 **moved that the Board approve Article 31 as presented; Selectman D’Innocenzo seconded. No**
12 **discussion. VOTE: 5-0-0.**

13
14 Article 32 – Amend Zoning Bylaw: Definitions: **Selectman Trindade moved that the Board approve**
15 **Article 32 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

16
17 Article 33 – Amend Zoning Bylaw: Prohibited Uses: Ms. Affleck-Childs explained that this article adds
18 a self-storage facility to the list of prohibited uses. **Selectman Trindade moved that the Board**
19 **approve Article 33 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

20
21 Article 34 – Amend Zoning Map: Rezoning from ARII to Industrial II: This article provides a better
22 correlation of parcels to zoning. Ms. Affleck-Childs added that this article will be discussed at the public
23 hearing scheduled for this coming Tuesday. **Selectman Trindade moved that the Board not support**
24 **this article as presented; Selectman White seconded. After discussion, the vote was 5-0-0 in favor**
25 **of the motion. Ms. Affleck-Childs explained that the Planning Board will not make an official**
26 **recommendation until after the public hearing.**

27
28 Discussion followed on setting up the next meeting for next week.

29
30 **Approval – Competitive Green Communities Grant Application – 4 Projects – est. \$200,000:**
31 *The Board reviewed the following information: (1) Draft Grant Proposal; and (2) Proposal Summary.*

32
33 Present: Bob Weiss, Energy Manager.

34
35 **Selectman Trindade moved that the Board authorize the Chairman to execute the Competitive**
36 **Green Communities Grant application as requested; Selectman D’Innocenzo seconded. Mr.**
37 **Boynton noted that this matter will likely need to be revisited at Fall Town Meeting for \$30,000 in**
38 **funding if the grant process moves forward. Chairman Foresto added that this is the third time**
39 **the Town has applied for this. Selectman Crowley asked for clarifications of some figures which**
40 **will be in by Friday. VOTE: 5-0-0.**

41
42 **Authorization of Chairman to Execute a Contract with Performance Plumbing & Heating**
43 **Inc. for Plumbing Maintenance Services - \$50,000:**
44 *The Board reviewed the following information: (1) Memorandum dated March 21, 2016 from the*
45 *Director of Public Services; (2) Bid Results; and (3) Contract.*

46
47 Present: David D’Amico, Deputy Director, Department of Public Services.

48
49 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
50 **Performance Plumbing & Heating, Inc. for plumbing maintenance services in an amount not to**

1 **exceed \$50,000; Selectman D’Innocenzo seconded. Mr. D’Amico reported the department went**
2 **out to bid to have a plumber on retainer. This company was the only bidder and his prices are less**
3 **than when we paid our former plumber. VOTE: 5-0-0.**

4
5 **Approval – Department of Transportation - Rt.109 Project – 110% Agreement:**

6 *The Board reviewed the Agreement.*

7
8 Mr. Boynton explained that the Town is responsible for design work. Based on the bids, MassDOT
9 comes up with a project price. Mr. D’Amico stated that this kind of agreement defines responsibility
10 while setting a cap on potential changes. The Town could be responsible if it is not a design flaw, but a
11 change necessitated by a change in construction or other unforeseen circumstance. This is a 10%
12 contingency clause. Discussion followed.

13
14 **Selectman Trindade moved that the Board authorize the Chairman to execute the MassDOT 110%**
15 **agreement for the Route 109 project as presented; Selectman White seconded. No discussion.**
16 **VOTE: 5-0-0.**

17
18 **Approval – Update Lighting at Middle School - \$40,000:**

19 *The Board reviewed the following information: (1) Letter dated March 15, 2016 from Don Aicardi,*
20 *Director of Finance and Operations, Medway Public Schools; (2) Map of Proposed Area; and (3)*
21 *Proposal from Giombetti Electric.*

22
23 This is to repurpose unused funds from the Middle School renovation. No additional funding is requested
24 from the Town.

25
26 **Selectman Trindade moved that the Board approve the request to expend up to \$40,000 in Middle**
27 **School renovation project funds to update lighting fixtures at the Middle School for the south side**
28 **parking lot, as well as the canopy lighting for the front walkway; Selectman D’Innocenzo seconded.**
29 **No discussion. VOTE: 5-0-0.**

30
31 **Approval - Banner Display Requests**

32 *The Board reviewed Requests from Clean Sweep and the Medway Youth Football & Cheer.*

33
34 **Selectman Trindade moved that the Board approve the banner display requests for Clean Sweep and**
35 **Medway Youth Football & Cheer; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

36
37 Selectman Crowley asked why the banners would be up for only one week. Ms. Potter responded that it
38 usually takes time for someone to take the banner down so it’s actually up longer than a week.

39
40 **Selectman Crowley moved that the Board modify its vote to extend the maximum allowable time**
41 **for banners to two weeks; Selectman White seconded. No discussion. VOTE: 4-0-0. Selectman**
42 **Trindade was out of the room during the vote.**

43
44 **Approval – One-Day Liquor License Applications**

45 *The Board reviewed the following applications with associated Police Chief Recommendations for events*
46 *at the Thayer Homestead: (1) Shannon Spicer, April 23, 2016; (2) Teresa Ramella, April 24, 2016; (3)*
47 *Lynsey Gosselin, May 7 2016; and (4) John Williams, May 20, 2016.*

48
49 **Selectman Trindade moved that the Board approve one-day liquor licenses for Shannon Spicer,**
50 **Teresa Ramella, Lynsey Gosselin and John Williams for their events at the Thayer Homestead on**

1 **April 23, April 24, May 7 & May 20, 2016 subject to the Police Chief's recommendations and evidence**
2 **of appropriate insurance coverage; Selectman White seconded. No discussion. VOTE: 5-0-0.**

3
4 **Approval – Tri State Trek Fundraiser– June 24, 2016**

5 *The Board reviewed the following information: (1) Request from Tri-State Trek; and (2) Proof of*
6 *insurance coverage.*

7
8 **Selectman Trindade moved that the Board approve the request for cyclists to travel through Medway**
9 **for the Tri-State Trek annual fundraising event on June 24, 2016, subject to fulfillment of the Police**
10 **Chief's recommendations; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

11
12 **Action Items from Previous Meeting**

13 *The Board reviewed the Action Items List.*

14
15 Brentwood project – The machinery was scheduled to be on site tomorrow, but the Town received a note
16 from the attorney for an abutter. Town Counsel is reviewing the communication and talking to the
17 attorney. We will lose the funding if we cannot get the project started. Also, a property owner is not
18 providing access to allow the Town to complete conditions on Order of Conditions from the Conservation
19 Commission.

20
21 The sidewalk and roadway plan is in process.

22
23 Net metering can come off.

24
25 **Town Administrator's Report**

26 Mr. Boynton reported that the salt storage shed needs to be restocked. He will get an update on projected
27 costs for the Snow and Ice Budget.

28
29 Regarding the Internet, four people are presently authorized to update various web pieces, Facebook,
30 Twitter, etc. Brief discussion followed on problems with Facebook pages.

31
32 Ms. Mary Becotte announced that she launched the first issue of the newsletter on March 16, adding that
33 the subscriptions are increasing. Dr. Pires will contribute something from the schools each week. There
34 will be an instructions section in the next newsletter.

35
36 It was noted that the Reverse 911 system should be reserved for emergency situations. Chairman Foresto
37 asked her to come to the next meeting for a more formal update and be early in the agenda so many
38 people can hear all these changes.

39
40 **Selectmen's Reports**

41 Chairman Foresto reported that he, Ms. Affleck-Childs and Mr. Rodenhiser met with the Brunswick
42 people who are moving to Medway to grow the business.

43
44
45 **At 9:42 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.**
46 **VOTE: 5-0-0.**

47
48
49 Respectfully submitted,
50 Jeanette Galliardt
51 Night Board Secretary

DRAFT

Board of Selectmen's Meeting
April 4, 2016 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
Carol Pratt, Finance Director; Tom Holder, Director; Department of Public Services; Donna Greenwood,
Principal Assessor; Missy Dziczek, Director, Council on Aging; Stephanie Mercandetti, Community
Development Director.

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

Public Comments: Mr. Charlie Myers stated he had some questions about the proposed Exelon expansion project, specifying his interest in the water lines. He expressed concern that the water pressure needs to be protected from collapsing. He asked for the research that deals with the laterals and the suction pressure off the main that has been deemed acceptable. Mr. Tom Holder, Director, Department of Public Services reported that there is enough pressure, noting that the Fire Department draws at a higher pressure than Exelon would. Mr. Holder added that DPS will be meeting with Kleinfelder this week.

Mr. Leo McDermott asked about the process, specifically what happens if the Planning and Economic Development Board has not voted on the zoning articles. Chairman Foresto responded that the Board will indicate TBD (To Be Determined) the Board of Selectmen receives a final recommendation. The Finance Committee also votes on the articles, and if approved, will offer a positive motion at Town Meeting. Mr. Boynton added that, as long as a motion does not change the scope of the article, motions from the floor are allowed.

Discussion - Alleged Open Meeting Law Violation:

The Board reviewed a complaint form from Mr. Brian Adams.

Mr. Boynton explained that his office received a complaint form referencing a dinner meeting that took place at the Medway Café on Election Day. He stated that he was at the restaurant with Selectman Crowley and Selectman Trindade discussing Parks and Recreation work that Gale Associates had just finished. Through a chance arrival, Selectman D'Innocenzo arrived. Selectman Trindade explained that he and Selectman D'Innocenzo had plans to attend a basketball game, but as he arrived after the appointed time, the others made use of the time and began their discussion. There was no attempt to deceive anyone. Selectman Crowley added that, if Board members were thinking of having a secret meeting, it would not be planned for one of the most popular places in Medway. This was a happenstance meeting.

Mr. Boynton reminded the Board that the Town owes Mr. Adams a reply, and that reply also goes to the Attorney General's Office. Mr. Adams reported he did not file the complaint with the AGO as the rules that one files with the Town first and with Attorney General within 30 days. Selectman Crowley stated that Mr. Adams did the right thing; if someone thinks something is amiss, it should be reported. Discussion followed, noting that there is a specific schedule or timeline involved in the responses.

1 **Discussion – Senior Work Off Program –Hourly Rate:**

2 *The Board reviewed the following information: (1) Memorandum dated March 31, 2016 from the*
3 *Principal Assessor; (2) Hourly Rate Chart; and (3) Copy of General Laws – Chapter 59, Section 5K.*

4
5 Present: Donna Greenwood, Principal Assessor; Missy Dziczek, Director, Council on Aging.
6 We want to raise the rate so that the hourly rate is the same for other minimum wage earners. They will
7 work fewer hours as they can only earn \$1,000. Discussion followed on the jobs program.
8

9 **Selectman Trindade moved that the Board approve the hourly rate for senior workers from**
10 **\$8.00/hour to \$10.00/hour as requested; Selectman D’Innocenzo seconded. It was noted that the**
11 **existing rate is \$7.50/hour; Selectman Trindade amended the motion and Selectman D’Innocenzo**
12 **seconded the amended motion. No further discussion. VOTE: 5-0-0.**

13
14 **FY17 Budget Update:**

15 *The Board reviewed updated FY17 Budget projections.*

16
17 Town Clerk

18 Selectman White, Town Clerk, recused herself from the discussion and vote.

19
20 Mr. Boynton reported that the Finance Committee had some questions about the increase in step in the
21 proposed amount, noting that it has since been modified to reflect a phased process to eventually bring the
22 position to the level where it should be.
23

24 Water & Sewer

25 It was noted that the Workers Compensation Coverage premiums appear to be on the rise and may be
26 higher than what was originally planned. Mr. Boynton theorized that an additional \$10,000 may be
27 necessary, adding that this line item would be included in the unclassified section on page 3. These rates
28 are set by MIIA, the Town’s insurance company. Discussion followed.
29

30 **Selectman Trindade moved that the Board approve the budget with changes as noted; Selectman**
31 **D’Innocenzo seconded. Brief discussion followed. VOTE: 5-0-0.**

32
33 **Discussion – Proposed Phased Project for Recreation Facility Improvements to Include Choate**
34 **Park, Medway Middle School, Oakland Park and Cassidy Field**

35 *The Board reviewed an Itemized Project List prepared by the Town Administrator.*

36
37 Mr. Boynton reported that the Finance Committee expressed support for the concept, but was concerned
38 about the details. He narrowed the project description down as much as possible to potential designs with
39 specific components. He had a conversation with EOEa about available funding if we opt not to do
40 Phase I, and if anything is available for design costs. Ideally, it should be a CPC request for funding as
41 they are all recreational improvements. There is also a desire to solicit more public input as well as
42 relevant entities such as CPC, Park and Recreation and EPFRAC. Discussion followed. Chairman
43 Foresto noted that the Planning Board will want a full site plan, whether or not it is broken into phases.
44 They will want to see the entire project at one time. Mr. Boynton noted that there are two options for
45 articles listed in the warrant under Article 21.
46

47 Discussion followed on preferred wording. Selectman D’Innocenzo theorized that EPFRAC would
48 likely prefer the one for design and engineering. Mr. Boynton suggested adding the words “and Oakland
49 Park” after Cassidy Field and “and preparation of public bid document”, right after the word “services”.
50 Discussion followed on the amount of money during which it was suggested to include the words “not to
51 exceed \$40,000”.

1
2 **Selectman Crowley moved that the Board approve the wording for Article 21 as discussed;**
3 **Selectman Trindade seconded. No further discussion. VOTE: 5-0-0.**

4
5 **Vote Articles and Recommendations – May 9 Annual Town Meeting Warrants**

6 *The Board reviewed the 2016 Annual Town Meeting Warrant.*

7
8 **Article 4 – FY17 Water Enterprise Fund**

9 Mr. Boynton stated he will forward a revised report showing status since last major leak. Mr. Holder
10 clarified that the department compares usage/leak information to the same three-month period in 2015 and
11 2014 which presents a sense of the trend.

12
13 Selectman Crowley pointed out that it is the responsibility of the Water and Sewer Commissioners to set
14 the rates and expressed his confidence in their ability to analyze these numbers appropriately. Discussion
15 followed on hook-up fees from developments, a breakdown of the debt service and that only the design
16 cost for the new DPS facility is included in the debt service. This holds true for the Sewer Enterprise
17 Fund as well.

18
19 **Selectman Trindade moved that the Board approve Article 4 with no change to salaries, expenses at**
20 **\$600,210, debt at \$979,575 for a Direct Cost total of \$2,226,993, with an additional \$45,450 for**
21 **retained earnings and indirect costs of \$27,361 for a total of 2,499,354; Selectman D’Innocenzo**
22 **seconded. These figures will be plugged into the chart contained in Article 4. VOTE: 5-0-0.**

23
24 Chairman Foresto reported that the Finance Committee asked if there were required minimums for
25 retained earnings. Mr. Holder responded that there is no bylaw or written policy on rates. There are
26 recommendations from rate counsel.

27
28 **Article 5 – FY17 Sewer Enterprise Fund**

29 Ms. Carol Pratt, Finance Director, identified the following recommended dollar amounts: Salaries
30 unchanged; Expenses \$979,400; Direct Costs \$1,455,150; Indirect Costs \$98,775 bringing the total to
31 \$1,553,935. Brief discussion followed.

32
33 **Chairman Foresto moved that the Board approve Article 5 with the changes as discussed;**
34 **Selectman Trindade seconded. The figures will be included in the article language. No further**
35 **discussion. VOTE: 5-0-0.**

36
37 **Article 18 – Community Preservation Committee**

38 Mr. Boynton reported that there are no numbers for this article yet. The Community Preservation
39 Committee cancelled their meeting for this evening due to weather conditions. .

40
41 **Selectman Trindade moved that the Board approve Article 18 as presented this evening and to**
42 **designate the Board of Selectmen recommendation as TBD (To Be Determined); Selectman White**
43 **seconded. No discussion. VOTE: 5-0-0.**

44
45 **Article 21 –Recreation Facility Improvements**

46 This vote was taken earlier in the meeting.

47
48 **Article 27 – Parking & Storage of Commercial & Recreational Vehicles**

49 **Selectman Crowley moved that the Board reconsider its original vote on Article 27; Selectman**
50 **Trindade seconded. No discussion. VOTE: 5-0-0.**

1 **Selectman Crowley moved that the Board change its recommendation on Article 27 to TBD (To Be**
2 **Determined); Selectman Trindade seconded. Mr. Boynton reported he met with staff, adding that the**
3 **public hearing process is still ongoing. There is discussion on possibly removing the RV (Recreational**
4 **Vehicle) component from the article. Before the BOS supports it, the wording of the article needs to be**
5 **finalized. Ms. Mercandetti reported that the public hearing was continued until April 12. VOTE: 5-0-0.**
6

7 **Discussion – Social Media Usage:**

8 *There were no background materials.*
9

10 Present: Mary Becotte, Communications Director.
11

12 Ms. Becotte reported that close to 500 people respond to the newsletter and the Facebook presence has
13 doubled in the last couple of months. She indicated that she would like to list all the open public
14 meetings on the Facebook page on a weekly basis coupled with a disclaimer that people should check the
15 Town website for a complete list. Discussion followed on ability for residents to submit questions and
16 get responses via the website.
17

18 **Approval – Contract with BETA Group for Engineering Consulting Services – 9 Summer Street &**
19 **34 West Street - \$18,715:**

20 *The Board reviewed the following information: (1) Memorandum dated March 31, 2016 from the*
21 *Planning and Economic Development Coordinator; and (2) Contract.*
22

23 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
24 **BETA Group for Engineering Consulting Services in an amount not to exceed \$18,715 subject to**
25 **approval of Town Counsel; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
26

27 **Approval – Contract with Weston & Sampson for Engineering and Construction Oversight -**
28 **Winthrop Street Culvert Repair - \$39,500:**

29 *The Board reviewed the following information: (1) Letter dated February 5, 2016 from James Pearson,*
30 *Weston & Sampson; (2) Contract; and (3) Scope of Services.*
31

32 Mr. Holder stated that this is a contract for engineering services, explaining that \$90,000 was appropriated
33 at the 2015 Fall Town Meeting for the Winthrop Street culvert which was found to be collapsed and
34 repairs are not holding up. The contract was broken down into a number of components. We have to
35 design a liner that will fit inside. This area bisects two wetlands areas so it could be tricky. If we can get
36 a blanket municipal permit for repair work, that will make it easier to maintain. There is also a chance
37 that the Army Corps of Engineers may get involved. Mr. Holder briefly described the pieces of the
38 contract.
39

40 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
41 **Weston & Sampson for engineering and construction oversight on the Winthrop Street Culvert**
42 **repairs as requested; Selectman White seconded. Brief discussion followed. VOTE: 4-1-0 –**
43 **Crowley oppose.**
44

45 **Approval – Contract with Rapid Flow Inc. for Sewer Inflow & Infiltration Repairs – \$138,634**

46 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from Director of*
47 *Department of Public Services; and (2) Contract.*
48

49 Mr. Holder stated that, as part of the sewer improvement program, the Department of Public Services has
50 replaced various pipe and manholes. We will repair additional line segments and manholes that are

1 leaking which at present number fifteen segments and seventeen manholes. Rapid Flow Inc. was the low
2 bidder. Responding to a question from Chairman Foresto, Mr. Holder stated that approximately 15 of the
3 60 miles of pipes have been done.

4
5 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
6 **Rapid Flow Inc. for sewer inflow & infiltration repairs on portions of the Town's sewer system, as**
7 **requested; Selectman D'Innocenzo seconded. Brief discussion followed on funding source,**
8 **payment bond and change order percentage. VOTE: 5-0-0.**

9
10 **Approval – Contract with Lantern Light & Electric Inc. for Electrical Maintenance Services -\$50,000:**

11 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from the Director*
12 *of Department of Public Services; (2) Bid Results; and (3) Contract.*

13
14 Mr. Holder stated that this contract is a continuation of a previous contract to perform various electrical
15 work. Much of this work will be done at Medway Public Library.

16
17 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
18 **Lantern Light & Electrical Inc. for electrical maintenance services in an amount not to exceed**
19 **\$50,000 for year 1, and subject to funding for year 2; Selectman White seconded. Responding to a**
20 **question from Selectman White, it was confirmed that this is the maximum billable amount for**
21 **year 1. VOTE: 5-0-0.**

22
23 **Approval – Contract with D&R Paving for Street Paving - \$1,700,000:**

24 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from the Director*
25 *of the Department of Public Services; (2) Bid Results; and (3) Contract.*

26
27 Mr. Holder stated that the Department of Public Services went out to bid on these services as the current
28 contract expired on December 31. This is a good firm. Discussion followed on the long-term quality of
29 various kinds of paving material. Engineer will take sample and analyze it to make sure it meets specs.

30
31 **Selectman Trindade moved that the Board Authorize the Chairman to execute a contract with D &**
32 **R Paving for paving services in the unit prices as bid in an amount not to exceed \$1,700,000, subject**
33 **to funding in future fiscal years; Selectman White seconded. No discussion. VOTE: 5-0-0.**

34
35 **Approval – Contract with Murray Paving & Reclamation Inc. for Milling & Reclamation Services**
36 **- \$300,000:**

37 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from the Director*
38 *of the Department of Public Services; (2) Bid Results; and (3) Contract.*

39
40 Mr. Holder reported that this firm was the low bidder. This contract is coupled with the paving.

41
42 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
43 **Murray Paving & Reclamation Inc. for milling and reclamation services in the unit prices as bid in**
44 **an amount not to exceed \$300,000; Selectman D'Innocenzo seconded. Selectman Crowley expressed**
45 **concern that the performance bond is not included in the materials. VOTE: 4-0-1 – Crowley oppose.**

46
47 **Discussion – Medical Marijuana Cultivation Facility:**

48 *There were no background materials.*

49
50 Mr. Boynton reported that there is no change to the scope of what was proposed, i.e., a 30,000 sq. ft.
51 footprint and possibly two stories in height. The project will have to go through permitting process, a

1 Special Permit process which incorporates site plan review. This particular application is from CommCan
2 for a cultivation center in Medway, and dispensaries in Millis and Southboro. Mr. Boynton added that the
3 Town needs to confirm with the Department of Public Health that we are aware of the Millis and Southboro
4 facilities. They need to have a host community agreement in place before the permit can be issued.

5
6 **Selectman Trindade moved that the Board direct the Town Administrator to inform the Department
7 of Public Health that the Town of Medway is aware of the CommCan dispensary facilities planned in
8 Millis and Southborough and that this cultivation center will service those facilities; Selectman White
9 seconded. Ms. Stephanie Mercandetti reported that a third dispensary is proposed for Framingham.
10 Selectman Trindade amended his motion to include the Town of Framingham; Selectman White
11 seconded the amended motion. Mr. Boynton suggested that an update to the Board be the subject of
12 an Executive Session. VOTE: 5-0-0.**

13
14 **Approval – One-Day Liquor Licenses:**

15 *The Board reviewed applications and Police Chief Recommendations for the following events at the
16 Thayer Homestead; (1) Frank Arego, April 16, 2016; (2) Aileen Keaney, April 30, 2016; and (3) Kirk
17 Steinhoff, May 7, 2016.*

18
19 **Selectman Trindade moved that the Board approve one-day liquor licenses for Frank Arego, Aileen
20 Kearney, and Kirk Steinhoff for their events at the Thayer Homestead on April 16, April 30 &
21 May 7, 2016 subject to the Police Chief’s recommendations and evidence of appropriate insurance
22 coverage; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

23
24 **Approval – Special Event Permits:**

25 *The Board reviewed applications and Police Chief’s Recommendations for the following events: (1) Medway
26 Youth Baseball Opening Day Parade – April 24, 2016; (2) Braking AIDS Ride – September 23, 2016; and
27 (3) 5th Annual Bicycle Ride for Food – September 25, 2016*

28
29 **Selectman Trindade moved that the Board approve special event permits for Medway Youth
30 Baseball opening day parade on April 24, the Braking AIDS Ride on September 23, and the 5th
31 Annual Ride for Food on September 25, 2016 subject to the Police Chief’s recommendations;
32 Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

33
34 **Approval - Banner Display Request – Medway Pride Day:**

35 *The Board reviewed a Banner Display Request Form dated March 30, 2016.*

36
37 **Selectman Trindade moved that the Board approve the banner display request for Medway Pride
38 Day; Selectman White seconded. Selectman White noted that the Town Election is May 12 so the
39 banner will need to come down earlier than requested. Ms. Potter responded that the Banner
40 Policy specifies that Town events take priority. No further discussion. VOTE: 5-0-0.**

41
42 **Action Items from Previous Meeting:**

43 *The Board briefly discussed the Action Items List with the following changes: Items 6 & 7 can be
44 combined and Item 8 was already discussed.*

45
46 **Approval of Warrants:**

47 *There were no Warrants presented for approval.*

48
49 **Town Administrator’s Report:**

50 *Mr. Boynton updated the Board on the Snow and Ice relative to the recent storms. All work was done in-
51 house, and no contractors were hired for the storms today and yesterday. However, there will be overtime*

DRAFT

1 costs for today as well as materials costs. Brief discussion followed on how the \$425,000 budget is
2 being utilized.

3
4 It was reported that Timber Crest LLC has filed its Comprehensive Permit for a proposed Chapter 40B
5 housing development. Additionally, the Town has received a grant in amount of \$10,000 to help with
6 affordable housing costs. Ms. Mercandetti confirmed that the grant is through Mass Housing Partnership to
7 provide assistance to the Zoning Board of Appeals. Brief discussion followed on the application, public
8 hearing process and the ZBA decision. It was noted that if the application/permit is denied, the applicant can
9 appeal to the Housing Appeals Committee if denied. It can also be approved with conditions. The
10 comprehensive permit application is available online as well as in the Town Clerk's office.

11
12 The Route 109 Task Force members include Ms. Mercandetti, Ms. Mary Becotte, Mr. Holder and
13 Selectman Crowley who is serving as Chair. This group will be communicating all actions relative to the
14 Route 109 project out to the community. A member of the public schools administration will also be part
15 (bussing) as well as a representative from the Police Department. A pre-construction meeting will be held
16 in Worcester at MassDOT, hopefully sometime in May.

17
18 Of Medway's Chapter 90 allotment \$400,948 was received today.

19
20 Mr. Boynton announced that the Council on Aging director will be retiring, and the position will be
21 advertised right after Annual Town Meeting. He indicated he hopes to have someone on board mid-June
22 or by July 1. Ms. Dziczek has asked that her retirement event be held at the senior center.

23
24 **Selectmen's Reports:**

25 There were no reports.

26
27
28 **At 8:50 PM Selectman Trindade moved to adjourn; Selectmen White seconded. No discussion.**
29 **VOTE: 5-0-0.**

30
31
32 Respectfully submitted,
33 Jeanette Galliardt
34 Night Board Secretary

Board of Selectmen's Meeting
May 9, 2016 – 6:00 PM
Medway High School – Room 117-1
88 Summer Street

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk (6:17 PM); Dennis Crowley and Glenn Trindade (6:28 PM).

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Carol Pratt, Finance Director; Mary Becotte, Communications Director.

Others Present: Andy Rodenhiser, Chair, Planning and Economic Development Board; Mark Cerel, Town Meeting Moderator.

At 6:08 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

Discussion/Vote – Special Town Meeting Article 1 (Snow & Ice Deficit):

The Board reviewed the following information: (1) Special Town Meeting Warrant; and (2) Special Town Meeting Motions.

Mr. Boynton recommended that the Board dismiss this article as there was no Snow & Ice Deficit due to the mild winter.

Selectman White moved that the Board dismiss Article 1 as there is no Snow & Ice Deficit; Selectman Crowley seconded. No discussion. VOTE: 3-0-0.

Discussion/Vote – Annual Town Meeting Articles:

The Board reviewed the following information: (1) Annual Town Meeting Warrant; (2) Annual Town Meeting Motions; (3) Proposed PILOT Agreement; and (4) Amended Zoning Articles 27, 29, and 30.

Article 1 (Exelon PILOT) – There is nothing new to report. There may be an amendment from the floor that any vote at Annual Town Meeting is to be considered as approval of the overall project. Modified language was reviewed by Town Counsel.

Article 18 (Community Preservation Appropriation/Fiscal Year 2017 Budget) – Mr. Mark Cerel, Town Meeting Moderator, reported that this was the basic motion for the Community Preservation Committee budget. \$22,000 has been transferred to the Affordable Housing Trust each of the last three years, but this year the Trust asked for more money. Once the funds are transferred, it is no longer under the purview of the Community Preservation Committee, but under that of the Affordable Housing Trust. The Trust wants to purchase a unit, and have additional funds for costs in converting another. Total of \$150,000 is requested. If the money is allowed, they will be able to transfer back some funds from other Affordable Housing Trust funding sources at Fall Town Meeting.

Selectman White moved that the Board approve Article 18; Chairman Foresto seconded. No discussion on the motion itself; however, it was noted that this is essentially an appropriation and not a transfer of funds. VOTE: 2-1-0 – Crowley oppose. Discussion followed on getting designs, in-house work, etc. as well as a plan to meet with stakeholders.

1
2 Article 21 (CPA Funds: Choate Park and Other Recreation Improvements) – There was discussion on
3 when to present the article as the playgrounds may be in jeopardy. As approval by the Community
4 Preservation Committee is necessary, Selectman Crowley recommended putting it off until June to allow
5 more time to get all the information. Mr. Cerel pointed out that there is no information to give to the CPC
6 as the article will be presented in half an hour. Mr. Boynton noted that the Board does need to know the
7 scope of the article as well as all the other information that has been communicated to CPC.

8
9 Mr. Cerel added that, without a positive motion, the article will just go away. It that is the intent, that
10 intend needs to be communicated to the Finance Committee.

11
12 **Selectman White moved that the Board defer action on the subject matter of Article 21 until the**
13 **June Special Town Meeting; Selectman Crowley seconded. No discussion. VOTE: 3-0-0.**

14
15 Art. 27 (Amend General Bylaws: New Section – Parking & Storage of Recreational and Commercial
16 Vehicles) – Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board, reported that he
17 spoke with the Building Inspector at the last meeting and talked about a lot of things. He indicated that he
18 believe it was important to reflect on the needs of community and not the needs of a few people who came to
19 speak against the proposed article. A lot of information was shared at that meeting.

20
21 **Selectman White moved that the Board support Article 27 as recommended by the Planning and**
22 **Economic Development Board; Selectman Crowley seconded. It was noted that the section on**
23 **recreational vehicles had been deleted. VOTE: 3-0-0.**

24
25 Article 29 (Amend Zoning Bylaw: Site Plan Review) – Mr. Rodenhiser reported that a reference to a
26 structure in the exemptions was removed.

27
28 Selectman White moved that the Board support Article 29 as amended by the Planning and Economic
29 Development Board; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.

30
31 Article 30 (Amend Zoning Bylaw: Editing Zoning Bylaws) – It was noted that the proposed change was
32 the sunset clause.

33
34 **Selectman White moved that the Board support Article 30 as amended by the Planning and**
35 **Economic Development Board; Selectman Crowley seconded. No discussion. VOTE: 4-0-0.**

36
37 **Opening and Closing of June 9, 2016 – Special Town Meeting**

38 *There were no background materials.*

39
40 **Selectman White moved that the Board of Selectmen open the June 9, 201 Special Town Meeting**
41 **Warrant; Selectman Crowley seconded. No discussion. It was noted that, once closed, there will be**
42 **two articles on the warrant. VOTE: 4-0-0.**

43
44 **Selectman Crowley moved that the Board add as Article 1 the Citizen Petition relative to a**
45 **moratorium on the use of crumb rubber and Article 2 (the Parks and Recreation Article 21**
46 **previously voted this evening); Selectman White seconded. No discussion. VOTE: 4-0-0.**

47
48 **Selectman White moved that the Board close the June 9 Special Town Meeting Warrant; Selectman**
49 **Crowley seconded. No discussion. VOTE: 4-0-0.**

1 **Approval of Warrants**

2 *The Board reviewed Warrants 16-46 and 16-46S.*

3
4 Selectman D’Innocenzo read aloud Warrants 16-46S and 16-46 dated May 13, 2016 presented for
5 approval:

6

7	16-46S	School Expense		\$ 71,643.84
8	16-46	Town Expense	\$735	<u>.841.86</u>
9		TOTAL		\$807,485.70

10
11 **Selectman Trindade moved that the Board approve the Warrants as read; Selectman White**
12 **seconded. No discussion. VOTE: 5-0-0.**

13
14
15 **At 6:30 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.**
16 **VOTE: 5-0-0.**

17
18
19 Respectfully submitted,
20 Jeanette Galliardt
21 Night Board Secretary

AGENDA

ITEM #14

Town Administrator's Report

AGENDA

ITEM #15

Selectmen's Reports