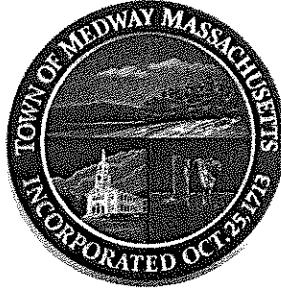


Board of Selectmen

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



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

October 2, 2017 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. Appointment Consideration – Capital Improvement Planning Committee – Sarah Raposa; Medway Pride Day – Susan Alessandri
2. Approval – Fiscal Year 2018 Indirect Cost Allocation Agreements for Enterprise Funds
3. Approval – Fall Town Meeting Warrant, November 13, 2017
4. Approval – Contract with Hatch Asphalt Management for Saddle Hill Road Sidewalk - \$68,000
5. Approval – Contract with Hatch Asphalt Management for Sanford Street Sidewalk - \$21,000
6. One-day liquor License Applications -
 - a. Kaplan (Class of 1987) – Thayer Homestead – 10/28/17
 - b. Hammond – Thayer Homestead – 11/1/2017
7. Action Items from Previous Meeting
8. Town Administrator's Report
9. 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

October 16, 2017 ---- Regular Meeting

November 6 ---- Regular Meeting

AGENDA ITEM

#1

Appointment Considerations – CIPC – Sarah Raposa; Medway Pride Day – Susan Alessandri

Associated back up materials attached.

- E-mail from Sarah Raposa including letter of interest and résumé and -mail from chair, Kelly O'Rourke
- E-mail from Susan Alessandri and chair, Sarah Stone

Proposed motion:

I move that the Board appoint Ms. Sarah Raposa to the Capital Improvement Planning Committee for a four-year term.

I move that the Board appoint Ms. Alessandri to the Medway Pride Day Committee for a one-year term.

Liz Langley

From: Kelly O'Rourke <[REDACTED]>
Sent: Tuesday, September 26, 2017 8:14 PM
To: Liz Langley
Cc: Sarah Raposa
Subject: Re: Letter of Interest CIPC Attached

Hi Liz,

Sarah Raposa (copied here) has been chosen by the CIPC to fill our vacant slot.

Sarah, can you let us know if either next monday or Oct. 16th works for you to attend the BOS meeting and be officially appointed and sworn in?

Thanks!
Kelly

On Sep 26, 2017, at 3:07 PM, Liz Langley <llangley@townofmedway.org> wrote:

Hi Kelly:

Just following up to see if you want this person appointed at NEXT Monday's Selectmen's meeting or at the one on October 16th.

Please advise.

Thank you. Liz

Liz Langley
Administrative Assistant
Town Administrator's Office
Town of Medway
155 Village Street, Medway, MA 02053
508-533-3264 (phone)
508-321-4988 (fax)

From: Allison Potter
Sent: Tuesday, August 29, 2017 11:49 AM
To: Liz Langley
Subject: FW: Letter of Interest CIPC Attached

FYI

Allison Potter
Asst. Town Administrator
Town of Medway

SARAH RAPOSA, AICP



June 16, 2017

Board of Selectmen
Town of Medway
155 Village Street
Medway MA 02053
via email: bos@townofmedway.org

RE: Capital Improvement Planning Committee – Vacancy

Dear Board Members:

This letter is in regards to the advertised call for volunteers to serve on various committees. I write to express my interest in the open position on the Capital Improvement Planning Committee. In my work with the Town of Medfield, I am responsible for providing professional and technical support in the evaluation of land use, demographic, economic and other data relating to the built and natural environment; and to provide support for the Planning Board, Zoning Board of Appeals, Medfield State Hospital Mater Planning Committee, Affordable Housing, Economic Development, and Downtown Aesthetics Committee. I also serve as a point of contact for public outreach and community development.

I have familiarity with the statutory authority and regulatory framework associated with CIPs as well as the guidance provided by the Division of Local Services. I'm not familiar with the current policies and priorities of the Committee but I am certain I can quickly get up to speed.

A good CIP will balance the many important and competing needs of the Town and also requires strong communication between the Board of Selectmen, the Finance Committee and the School Committee for consistency in the CIP. The Town must continue to appropriately invest funds today in its facilities; otherwise even greater capital expenditures will inevitably be required in the future. My experience in land use planning, zoning, and policy administration would complement the Committee's current work program; particularly with the maintenance of the Community Resources profile which, as I understand, serves as a basis for reference in the CIP planning and recommendations.

I have lived in Medway since 2013 and considered applying for other municipal volunteer positions but my meeting schedule in Medfield doesn't leave me with many free evenings. The fourth week of the month is generally flexible for me so I am excited for the opportunity to participate (though additional meetings during town meeting season may pose a scheduling issue depending on when they are).

I would welcome the opportunity to speak with you in person. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Sarah Raposa".

Sarah Raposa

SARAH RAPOSA, AICP

Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106-5310

Community Development Assistantship

9/06-01/08

- + Analyze current land uses, transportation and environmental issues and current regulations; engage citizens in open planning process for a smart-growth planning project
- + Assist in on-going regional pre-disaster mitigation planning process. Estimate losses from specific natural hazards using GIS analytical software and conduct open planning meetings.
- + Organize meetings with municipal officials to formulate goals, objectives and strategies.

Martha's Vineyard Commission, P.O. Box 1447, 33 New York Avenue, Oak Bluffs MA 02557

Island Plan Outreach & Communications Intern

5/07-9/07

- + Coordinate a program of outreach and communication activities related to the comprehensive Island Plan including preparation of presentation materials, organization of forums, smaller meetings and surveys, and compilation of results of these efforts.

Buzzards Bay National Estuary Program, 2870 Cranberry Highway, East Wareham, MA 02571

Regional Planner II/ Natural Resource Planner

10/05-9/06

- + Coordinate watershed action plans with multiple municipalities
- + Provide outreach and assistance to municipalities to maintain and expand information contained in a stormwater drainage network database
- + Prepare atlases and maps of natural resources, conduct field evaluations and GPS surveys
- + Produce outreach and informational materials
- + Collect field data using Trimble hardware (GeoXT pro or GeoExplorer 3), transfer and maintain core data via GPS Pathfinder Office, and create and publish maps using ESRI's Arc9x software

ORGANIZATIONAL AFFILIATIONS & VOLUNTEER EXPERIENCE

- + Chair, Three Rivers Interlocal Council 09/15-Present
- + American Institute of Certified Planners (AICP) Member 08/12-Present
- + American Planning Association (APA) Member 09/06-Present
- + Southern New England APA Conference Planning Committee Member 05/11-10/13
- + Lower Cape Planning and Development Roundtable, Chair 05/09-10/10
- + Massachusetts Association of Conservation Commissioners (MACC) Fundamentals for Conservation Commissioner Training 03/07-12/08
- + Arc of Innovation/495 MetroWest Partnership, Westborough, MA-Student Planning Projects in Affordable Housing (Sudbury, MA) and Green Infrastructure (Medfield, MA) 01/07-12/07
- + Planning Student Organization (PSO), Secretary, University of Massachusetts 12/06-12/07
- + Massachusetts Farm Bureau (MFB) Scholarship Award Recipient 2007
- + APA – Environment, Natural Resources and Energy Division Member and Fellowship Recipient 2007
- + Falmouth Beautification Council-Scholarship Award Recipient 2007
- + 'Planning Amherst Together' Master Plan Idea Gathering Workshops, Facilitator 11/06
- + Testimony Given to Promote Sustainability, Gov. Patrick Transition Team Hearings 11/06
- + Coalition for Buzzards Bay, New Bedford, MA, Water Quality Monitor 06/06-09/06
- + Town of Falmouth GIS Department, Falmouth, MA, GIS Intern 04/05-08/05

Liz Langley

From: Sarah Stone [REDACTED]
Sent: Friday, September 15, 2017 10:24 AM
To: Liz Langley
Subject: Re: S.Alessandri Medway Pride Day App.pdf

Hi Liz,
I'd love to have Susan on the team! She is the former chair, so there isn't anyone better suited. Thanks.
Sarah

On Tue, Sep 12, 2017 at 1:16 PM, Liz Langley <llangley@townofmedway.org> wrote:

Hi Sarah:

Can you please provide a recommendation for Susan Alessandri's appointment to the Medway Pride Day Committee?

Thank you! Liz

Liz Langley

Administrative Assistant

Town Administrator's Office

Town of Medway

155 Village Street, Medway, MA 02053

508-533-3264 (phone)

508-321-4988 (fax)



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TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

Town government needs citizens who are willing to give their time in the service of their community. The Medway Board of Selectmen welcomes your interest in serving on a committee.

Thank you for volunteering!

DATE:

9.12.17

NAME:

Susan Alasevski

ADDRESS:

TELEPHONE NUMBER:

E-MAIL:

OCCUPATION:

Professor

BACKGROUND/EXPERIENCE:

NPD - 2011 to present
Board of Library Trustees

COMMITTEES OF INTEREST:

NPD

OTHER:

AGENDA ITEM

#2

Approval – Fiscal Year 2018 Indirect Cost Allocation Agreement for Enterprise Funds

Associated back up materials attached.

- Agreement

Proposed motion:

I move that the Board authorize the Chair to execute the Fiscal Year 2018 Indirect Cost Allocation Agreement for the Town of Medway Enterprise Funds.

**TOWN OF MEDWAY
FISCAL YEAR 2018
ENTERPRISE FUNDS – INDIRECT COST ALLOCATION**

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

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

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

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

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

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

The enterprise budget includes both revenue and expenditure estimates:

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

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

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

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

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

ADMINISTRATIVE SERVICES

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

The cost of administrative services shall be computed separately for salaries and expenses. For salaries the calculation will be the total town-wide salary budget divided by the Enterprise Fund salary budget to arrive at a percentage. This percentage will be applied to the salaries of the following administrative departments: Town Administrator; Accountant; Treasurer/Collector and Human Resources per Addendum A: Water (2.46%); Solid Waste (1.18%); EMS Ambulance (1.38%) and Sewer (.87%).

The calculation to arrive at the administrative overhead expenses will be the same. The total amount of the town-wide expense budget will be divided by the Enterprise Fund expense budgets to arrive at a percentage. This percentage will be applied to the expenses of the following administrative departments: Town Administrator, Accountant, Treasurer/Collector and Human Resources per Addendum B: Water (8.3%); Solid Waste (6.0%); EMS Ambulance (1.6%) and Sewer (6.8%).

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

EMPLOYEE RETIREMENT PROGRAMS

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

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

INSURANCE PROGRAMS

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

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

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

OPERATIONS AND MAINTENANCE

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

The DPS department moved to the Middle School building in March of 2016 and because there is no O&M cost data available, there are no operations and maintenance costs included in the indirect cost allocation for FY2018. We will work with the school department over the coming year to develop the cost data in order to calculate the appropriate allocations to the Enterprise Funds for Operations and Maintenance.

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

DEBT

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

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

OTHER EXPENSES

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

TOWN OF MEDWAY INDIRECT COST AGREEMENT

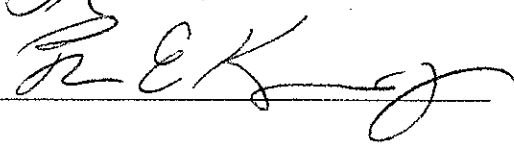
For the Town of Medway:

For the Medway Water and Sewer Enterprise Funds:

Town Board of Selectmen

Medway Water/Sewer Commissioners





(date)

9/11/17

(date)

ADDENDUM A

ADMINISTRATIVE SERVICES-SALARIES

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

\$ 35,586,255	Budget amount of salaries and employee benefits for All departments.		
\$ 928,851	Budget amount of salaries and employee benefits for Water Dept	\$ 928,851	
\$ 447,253	Budget amount of salaries and employee benefits for Solid Waste Dept	\$ 447,253	
\$ 520,672	Budget amount of salaries and employee benefits for EMS Ambulance Dept.	\$ 520,672	
\$ 330,306	Budget amount of salaries and employee benefits for Sewer Dept.	\$ 330,306	
2.46%	Divide Water Dept salaries and benefits		by total salaries and benefits
1.18%	Divide Solid Waste Dept salaries and benefits		by total salaries and benefits
1.38%	Divide Ambulance Dept salaries and benefits		by total salaries and benefits
.87%	Divide Sewer Dept salaries and benefits		by total salaries and benefits
		\$ 904,263	\$37,813,337
			\$37,813,337
			\$37,813,337
			\$37,813,337

Application of percentages to Salaries and Employee Benefits of:

Town Administrator's Office	\$ 367,462
Town Accountant's Office	\$ 216,513
Treasurer/Collector's Office	\$ 242,679
Human Resource's Office	\$ 77,609
Total:	\$ 904,263

Calculation of Indirect Costs for Administrative Services- Salaries

	Total Admin Salaries		Percentage Enterprise Salaries		Indirect Cost Allocation for Administrative Services-Salaries
Water	\$ 904,263	X	2.46 %	=	\$ 22,212
Solid Waste	\$ 904,263	X	1.18 %	=	\$ 10,696
EMS/Ambulance	\$ 904,263	X	1.38 %	=	\$ 12,451
Sewer	\$ 904,263	X	0.87 %	=	\$ 7,899

ADDENDUM B

ADMINISTRATIVE SERVICES-EXPENSES

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

\$	14,612,211	Budget amount of expenses for All departments.			
\$	1,557,154	Budget amount of expenses for Water Dept.			
\$	1,131,968	Budget amount of expenses for Solid Waste Dept.			
\$	302,625	Budget amount of expenses for EMS Ambulance Dept.			
\$	1,293,082	Budget amount of expenses for Sewer Dept.			
			8.3%	Divide Water Dept expenses	\$ 1,557,154
			6.0%	Divide Solid Waste Dept expenses	\$ 1,131,968
			1.6%	Divide EMS Ambulance Dept expenses	\$ 302,625
			6.8%	Divide Sewer Dept expenses	\$ 1,293,082
\$				by total expenses	\$ 18,897,040
\$				by total expenses	\$ 18,897,040
\$				by total expenses	\$ 18,897,040
\$				by total expenses	\$ 18,897,040

Application of percentages to Expenses of:

Town Administrator's Office	\$30,200
Town Accountant's Office	\$52,559
Treasurer/Collector's Office	\$57,700
Human Resource's Office	\$52,650
Total	\$193,109

Calculation of Indirect Costs for Administrative Services-Expenses

Water	Total Admin Expenses	Percentage Enterprise Expenses	Indirect Cost Allocation for Administrative Services-Expenses
Solid Waste	\$193,109	8.26%	\$ 15,959
EMS/Ambulance	\$193,109	6.01%	\$ 11,601
Sewer	\$193,109	1.61%	\$ 3,102
	\$193,109	6.86%	\$ 13,252

**ADDENDUM C
MIS/ IT Expense Allocation**

	<u>Water</u>	<u>Sewer</u>	<u>Solid Waste</u>	<u>Ambulance</u>
IS Salaries & Benefits	7,684	2,733	3,700	4,307
Software Annual Maintenance	7,081	6,948	6,948	6,024
Prof Technical/Supplies	1,240	1,029	901	241
Training	167	167	167	167
	16,171	10,877	11,716	10,739
Percentage of MIS/IT Expense Allocation	32.7%	22.0%	23.7%	21.7%

ADDENDUM D

Calculation of Vehicle Maintenance Expenses

<i>EMS Mechanic Support:</i>		
	Rate	Total
EMPLOYEE 1	27.53	57,262.40
EMPLOYEE 2	29.88	62,150.40
		119,412.80
Est. 5% of work orders		5,970.64

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

ADDENDUM E

Water Enterprise Fund

FY18 Estimates:

	<u>Annual</u>
Health Insurance	\$102,010.69
Workers Compensation	\$9,798.00
Medicare	\$10,115.24
Retirement	\$86,353.74
Property/Liability	\$22,970.00
	<u>\$231,247.67</u>

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$3,966.05		-
EMPLOYEE 2	\$4,644.05		-
EMPLOYEE 3	\$1,548.02		-
EMPLOYEE 4	\$3,966.05		-
EMPLOYEE 5	\$4,249.34		-
EMPLOYEE 6	\$2,322.03		-
EMPLOYEE 7	\$11,898.15		-
EMPLOYEE 8	\$2,379.63		-
EMPLOYEE 9	\$11,898.15		-
EMPLOYEE 10	\$1,326.87		-
EMPLOYEE 11	\$619.21		-
EMPLOYEE 12	\$11,898.15		-
EMPLOYEE 13	\$3,096.04		-
EMPLOYEE 14	\$1,238.41		-
EMPLOYEE 15	\$5,552.47		-
EMPLOYEE 16	\$3,399.47		-
EMPLOYEE 17	\$995.15		-
EMPLOYEE 18	\$5,639.21		-
EMPLOYEE 19	\$2,549.60		-
EMPLOYEE 20	\$3,172.84		-
EMPLOYEE 21	\$13,484.57		-
EMPLOYEE 22	\$928.81		-
EMPLOYEE 23	\$1,238.41		-
FT Salaries		634,429.00	9,199.22
PT Salaries		7,374.00	106.92
Differentials		5,200.00	75.40
Overtime		\$50,000.00	725.00
Longevity		\$600.00	8.70
	<u>\$102,010.69</u>	<u>\$697,603.00</u>	<u>\$10,115.24</u>

Ambulance Enterprise Fund

FY18 Estimates:

	<u>Annual</u>
Health Insurance	\$45,852.57
Workers Compensation	\$12.00
Medicare	\$6,124.58
Retirement	\$39,596.35
Property/Liability	\$6,702.00
	<u>\$98,287.50</u>

Employee:	Health Insurance	(Gross Wages) Medicare wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$15,864.20		\$0.00
EMPLOYEE 2	\$15,864.20		\$0.00
EMPLOYEE 3	\$6,192.07		\$0.00
EMPLOYEE 4	\$7,932.10		\$0.00
FT Salaries		\$290,055.00	\$4,205.80
PT Salaries		\$25,000.00	\$362.50
Holiday		\$15,680.00	\$227.36
Overtime		\$70,000.00	\$1,015.00
Training		\$10,000.00	\$145.00
Stipends		\$11,650.00	\$168.93
	<u>\$45,852.57</u>	<u>\$422,385.00</u>	<u>\$6,124.58</u>

Solid Waste Enterprise Fund

FY18 Estimates:

	<u>Annual</u>
Health Insurance	\$49,513.12
Workers Compensation	\$1,094.50
Medicare	\$4,965.16
Retirement	\$44,229.97
Property/Liability	\$5,025.31
	<u>\$104,828.06</u>

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$1,658.59		-
EMPLOYEE 2	\$3,096.04		-
EMPLOYEE 3	\$3,172.84		-
EMPLOYEE 4	\$3,966.05		-
EMPLOYEE 5	\$3,966.05		-
EMPLOYEE 6	\$5,552.47		-
EMPLOYEE 7	\$2,322.03		-
EMPLOYEE 8	\$1,586.42		-
EMPLOYEE 9	\$1,238.41		-
EMPLOYEE 10	\$331.72		-
EMPLOYEE 11	\$619.21		-
EMPLOYEE 12	\$1,548.02		-
EMPLOYEE 13	\$619.21		-
EMPLOYEE 14	\$5,552.47		-
EMPLOYEE 15	\$1,699.74		-
EMPLOYEE 16	\$663.44		-
EMPLOYEE 17	\$1,699.74		-
EMPLOYEE 18	\$793.21		-
EMPLOYEE 19	\$8,498.68		-
EMPLOYEE 20	\$619.21		-
EMPLOYEE 21	\$309.60		-
FT Salaries		\$295,043.00	4,278.12
PT Salaries		\$34,382.00	498.54
Overtime		\$13,000.00	188.50
	<u>\$49,513.12</u>	<u>342,425.00</u>	<u>\$4,965.16</u>

Sewer Enterprise Fund

FY18 Estimates:

	<u>Annual</u>
Health Insurance	\$40,628.81
Workers Compensation	\$0.00
Medicare	\$3,631.19
Retirement	\$35,383.97
Property/Liability	\$235.00
	<u><u>\$79,878.98</u></u>

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$1,586.42		\$0.00
EMPLOYEE 2	\$1,548.02		\$0.00
EMPLOYEE 3	\$4,644.05		\$0.00
EMPLOYEE 4	\$1,586.42		\$0.00
EMPLOYEE 5	\$1,586.42		\$0.00
EMPLOYEE 6	\$2,549.60		\$0.00
EMPLOYEE 7	\$663.44		\$0.00
EMPLOYEE 8	\$3,966.05		\$0.00
EMPLOYEE 9	\$1,586.42		\$0.00
EMPLOYEE 10	\$3,966.05		\$0.00
EMPLOYEE 11	\$663.44		\$0.00
EMPLOYEE 12	\$309.60		\$0.00
EMPLOYEE 13	\$3,966.05		\$0.00
EMPLOYEE 14	\$1,857.62		\$0.00
EMPLOYEE 15	\$619.21		\$0.00
EMPLOYEE 16	\$1,586.42		\$0.00
EMPLOYEE 17	\$1,699.74		\$0.00
EMPLOYEE 18	\$663.44		\$0.00
EMPLOYEE 19	\$995.15		\$0.00
EMPLOYEE 20	\$1,586.42		\$0.00
EMPLOYEE 21	\$2,379.63		
EMPLOYEE 22	\$619.21		
salaries		249,427.00	\$3,616.69
Overtime		1,000.00	\$14.50
	<u>\$40,628.81</u>	<u>250,427.00</u>	<u>\$3,631.19</u>

TOTAL INDIRECT COSTS BY ENTERPRISE FUND

Addendums	Water	Solid Waste	EMS	Sewer	
A. Administrative Salaries	\$22,212	\$10,696	\$12,451	\$7,899	
B. Administrative Expenses	\$15,959	\$11,601	\$3,102	\$13,253	
C. IT Support	\$16,171	\$11,716	\$10,739	\$10,877	
D. Vehicle Maintenance	\$0	\$0	\$5,971	\$0	
E. Employee Benefits	\$231,248	\$104,828	\$98,288	\$79,879	
<i>FY16 ADJUST</i>	(17,501)	20,000	9,981	4,214	
TOTAL	\$ 268,089	\$ 158,841	\$ 140,531	\$ 116,121	\$ 683,582

AGENDA ITEM

#3

Approval – Fall Town Meeting Warrant, November 13, 2017

Associated back up materials attached.

- Fall Town Meeting Warrant, November 13, 2017

Proposed motion:

I move that the Board approve the Fall Town Meeting Warrant for November 13, 2017.

**TOWN OF MEDWAY
WARRANT FOR 2017
FALL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the Medway High School Auditorium, 88 Summer Street, on Monday, November 13, 2017 at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Prior Year Bills)

To see if the Town will vote to transfer a sum of money for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Extend Expenditure Deadlines – May 2017 Annual Town Meeting Article 7)

To see if the Town will vote to extend the expenditure deadline for the following appropriations made under Article 7 at the May 2017 Annual Town Meeting:

Project	Department	Cost
System-wide Town Security Cameras	Info. Services	\$86,667
Facility and Systems Security Improvements	Police	\$80,800

Said appropriations to be expended by June 30, 2019 with unexpended funds as of June 30, 2019 being returned to the General Fund, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Fund Town Share Fire Dept. Federal Grant)

To see if the Town will vote to raise and appropriate the sum of \$37,574 to the Fire Department Full-Time Salaries account and the sum of \$18,500 to the Fire Department Fire Purchased Services account to pay for costs associated with funding the Town's twenty-five percent share of the Federal SAFER staffing grant for Firefighter/Paramedics, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Repurpose Funds to Sewer I&I Programming)

To see if the Town will vote to repurpose \$10,000 authorized to be borrowed under Article 19 of the December 1996 Special Town Meeting for a Sewer Master Plan and \$37,333.17 authorized to be borrowed under Article 3 of the March 2006 Special Town Meeting for the Summer Street Sewer project, the funds for which are no longer needed for the projects for which they were approved, to Sewer Inflow and Infiltration Work as authorized under Article 13 of the May 2015 Annual Town Meeting, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Rescind Borrowing – McGovern School Windows/Doors Project)

To see if the Town will vote to rescind the \$489,359 unissued balance of the \$978,809 authorized to be borrowed by vote of the Town under Article 1 of the March 9, 2015 Special Town Meeting for the McGovern School's windows and doors project, the funds for which are no longer needed for the project for which it was approved, or to take any other action relative thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Rescind Borrowing – Highway Facility Study)
To see if the Town will vote to rescind the \$40,000 unissued balance of the \$1,403,500 authorized to be borrowed by vote of the Town under Article 9 of the June 2, 2008 Annual Town Meeting for a Highway Facility Study, the funds for which are no longer needed for the project for which it was approved, or to take any other action relative thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Transfer to Athletic Fields Stabilization Fund)
To see if the Town will vote to transfer the sum of \$100,000 from the Parks Revolving Fund to the Athletic Fields Stabilization Fund, or act in any manner relating thereto.

PARKS AND RECREATION COMMISSION

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Fund Affordable Housing Unit Creation)
To see if the Town will vote, in accordance with Massachusetts General Laws Chapter 44B, to appropriate the sum of \$500,000 from the Community Preservation Fund, the total of which shall be from Community Housing Reserves, to fund a grant to Metro West Collaborative Development, Inc. for the purpose of constructing affordable housing units in a development known as Glen Brook Way, and to authorize the Board of Selectmen to enter into a grant agreement on such terms and conditions as the Board of Selectmen shall determine to be appropriate with Metro West Collaborative Development, Inc. outlining the purposes for and the conditions upon which these funds may be expended, and, further, to authorize the Board of Selectmen or its designees to accept one or more deed restrictions for affordable housing purposes on said property meeting the requirements of Massachusetts General Laws Chapter 184, or take any other action in relation thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Purchase 158 Main Street)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase and to accept the deed to the Town of a fee simple interest in all or a portion of 158 Main Street, Medway, identified by the Norfolk County Registry of Deeds in Book 20612, Page 387, containing 1.41 acres more or less, which land is now owned by the Trustees of the Womack Family Funding Trust, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, the property to be used for purposes allowed by the so-called Community Preservation Act, General Laws Chapter 44B, said property to be under the care, custody, management and control of the Board of Selectmen, and, further, to see if the Town will vote: a) to appropriate from the Community Preservation Fund's Historical Reserves the sum of \$525,000 for the purchase of the property and up to \$10,000 for any expenses related thereto, including legal fees; b) authorize the Board of Selectmen to convey a permanent deed restriction in accordance with General Laws chapter 44B, section 12 and General Laws chapter 184, sections 31-33; and c) authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Purchase 123 Holliston Street) insert borrowing language; what are we going back to TM for in years two and three

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase and to accept the deed to the Town of a fee simple interest in all or a portion of 123 Holliston Street, Assessors Map 22, Parcel 22-067, containing 12.497 acres more or less, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be under the care, custody, management and control of Board of Selectmen for general municipal purposes, and, further, to see if the Town will vote to appropriate the sum of \$1,310,000 to pay the costs of obtaining the property and for the payment of all other costs incidental and related thereto and to meet this appropriation the Treasurer with the approval of Board of Selectmen is authorized to borrow such sum under G.L. Chapter 44, section 7 or any other enabling authority, and further to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and further, to authorize the Board of Selectmen after acquisition to lease said property for a period not to exceed ten years in a manner that they shall determine is in the Town's best interest, and/or to act in furtherance any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (Capital Project: Parks Improvements – Choate, Oakland and Middle School – CPA Funds)

To see if the Town will vote to appropriate the sum of \$2,000,000 from available Community Preservation Act funds for the purpose of funding the construction of park and recreation improvements, as well as the purchase of associated equipment and structures for Choate Park, Oakland Park and the Medway Middle School, and for the payment of all other costs incidental and related thereto, and to meet this appropriation \$500,000 is transferred from CPA Open Space Reserves and \$1,500,000 is transferred from CPA General Reserves, and further to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 12: (Capital Project: Parks Improvements – Choate, Oakland and Middle School – General Funds)

To see if the Town will vote to appropriate a sum of money for the purpose of funding the construction of park and recreation improvements, as well as the purchase of associated equipment and structures and the provision of construction management and inspection services for to Choate Park, Oakland Park and at the Medway Middle School, and for the payment of all other costs incidental and related thereto, and to meet this appropriation the Treasurer with the approval of Board of Selectmen is authorized to borrow such sum under G.L. Chapter 44, section 7 or any other enabling authority, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 13: (Purchase Cassidy Field Lights)

To see if the Town will vote to transfer from Certified Free Cash the sum of \$312,000 for the purpose of purchasing and installing field lighting and associated equipment at Cassidy Field, said appropriation to be expended by June 30, 2019, with unexpended funds as of June 30, 2019 being returned to the General Fund, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 14: (Free Cash Transfer – Fund Permitting and GIS Software)
To see if the Town will vote to transfer from certified free cash the sum of \$18,250 to purchase and implement a permitting and GIS software program, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 15: (General Bylaw Amendment: Historical Properties)
To see if the Town will vote to amend the Town of Medway General By-Laws, Article XVII, by replacing the language in its entirety with the following:

ARTICLE XVII

Building Demolition

Section 17.1 Intent and Purpose

This bylaw is enacted to promote the public welfare and safeguard Medway's historical, cultural and architectural heritage by protecting historical resources that make the town a more interesting, attractive and desirable place in which to live. The bylaw aims to protect "preferably-preserved historically and architecturally significant buildings" within the town by encouraging their owners to seek alternatives to their demolition and by providing the town an opportunity to work with owners of such properties in identifying alternatives to their demolition.

Section 17.2 Definitions

As used in this bylaw, the following words and terms shall have the meanings set forth below, unless the context otherwise requires:

2.1 "APPLICANT" - any person or entity who files an application for a demolition permit.

- 2.2 "BUILDING" - any combination of materials forming a shelter for persons, animals or property.
- 2.3 "COMMISSION" - the Medway Historical Commission.
- 2.4 "DEMOLITION" - any act of destroying, pulling down, razing or removing a building or substantial portion thereof, or starting the work of any such act with the intention of completing the same.
- 2.5 "HISTORICALLY SIGNIFICANT BUILDING" - any building or portion thereof, which:
 - (a) Is in whole or in part seventy-five or more years old; and
 - (b) Is listed on the National Register of Historic Places or the Massachusetts Register of Historic Places, or which is the subject of a pending application for such listing, or is eligible for such listing, or;
 - (c) Is within any historic district, or;
 - (d) Is importantly associated with one or more historic persons or events, or with the broad architectural, cultural, political, economic or social history of the Town or the Commonwealth, or;
 - (e) Is historically or architecturally important (in terms of period, style method of building construction, or association with a recognized architect or builder) either by itself or in the context of a group of buildings.
- 2.6 "PREFERABLY-PRESERVED HISTORICALLY SIGNIFICANT BUILDING" - any historically significant building which the Commission determines, as provided in section 17.3.6.iii of this bylaw, is in the public interest to be preserved or rehabilitated rather than to be demolished.

Section 17.3 Procedure

- 3.1 No permit for the demolition of a historically and architecturally significant building or portion thereof as defined in section 17.2.5 herein shall be issued other than in conformity with the provisions of this bylaw as well as in conformity with the provisions of other laws applicable to the demolition of buildings and the issuance of permits thereof generally.
- 3.2 Application contents: Every application for a demolition shall be filed with the Building Commissioner and shall contain the following information:
 - (i) The owner's name and current address (and/or the name of owner's legal representative, if applicable);
 - (ii) The applicant's name, address, and interest in such building, if different from the owner;
 - (iii) The address or location of such building;
 - (iv) Assessors' Parcel ID;
 - (v) A brief description of such building including its age;
 - (vi) An explanation of the proposed use and/or changes thereof to be made

- (vii) of the site of such building; and
4" x 6" color photos of all sides of the building exterior and all outbuildings that are visible from the street.

- 3.3 Upon receipt of an application for a demolition permit for a building, structure or site regulated by the bylaw, the Building Commissioner shall forward a copy thereof to the Commission within seven business days. No demolition permit shall be issued at that time.
- 3.4 Within forty-five days after the Commission's receipt of a complete application, the Commission shall make an initial determination on whether the building or structure is historically significant. The applicant for the permit may make a presentation to the Commission at that time.
- 3.5 If the building is determined not to be historically significant, the Commission shall notify the Building Commissioner and the applicant, in writing, within seven business days of its initial determination and the Building Commissioner may issue a demolition permit.

If the Commission determines that the building is historically significant, it shall notify the Building Commissioner and the applicant, in writing, within seven business days of its initial determination; and the Commission shall, within forty-five days of its initial determination, hold a public hearing to determine whether the historically significant building is preferably preserved.

- (i) Publication of Notice of Public Hearing

Public notice of the time, place and purpose of the hearing shall be published in a newspaper of general circulation in the Town not less than fourteen days prior to the date of said hearing and shall be posted in a conspicuous place in town hall for a period of not less than fourteen days prior to the date of said hearing. Notice of the hearing shall also be posted online on the Town of Medway website (www.townofmedway.org).

- (ii) Notification of Abutters

At least fourteen days prior to the public hearing, the applicant shall send copy of said notice by mail, postage prepaid, to the owners of all abutting properties at their mailing addresses shown in the most recent applicable tax list of the assessors, including owners of land directly opposite on any public or private way and abutters to the abutters within 300 feet of the property line of the applicant. A list of those so notified shall be provided to the Commission prior to the opening of the public hearing.

All costs associated with publication of the legal notice and required mailings shall be the responsibility of the applicant. Failure to comply with any of the above will result in a delay of the public hearing.

3.6 The Commission shall make a determination of whether or not the historically-significant building is preferably preserved within thirty-one days following the close of the public hearing.

(i) If after a public hearing the Commission determines that the significant building should not be preferably preserved, the Commission shall notify the Building Commissioner and the applicant, in writing within seven business days of the hearing and the Building Commissioner may issue a demolition permit upon receipt of the written decision.

(ii) If after a public hearing the Commission determines that the significant building should be preferably preserved, the Commission shall so notify the Building Commissioner and the applicant in writing within seven business days of the hearing, and no demolition permit may be issued until twelve months after the date of the determination by the Commission.

3.7 The demolition permit shall expire after eighteen months of being issued. This means that once the above conditions have been satisfied, the owner of the property or applicant has eighteen months to demolish the building or structure. If the building or structure is not taken down in that period, the owner or applicant shall submit a new demolition permit application for Commission review.

3.8 Notwithstanding anything contained in section 17.3.6, the Building Commissioner may issue a demolition permit for a preferably-preserved historically significant building at any time after receipt of written advice from the Commission to the effect that either:

(i) The Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, rehabilitate and restore the subject building, or

(ii) The Commission is satisfied that for at least twelve months the owner had made continuing, bona fide and reasonable efforts to locate a purchaser to preserve, rehabilitate and restore the subject building, and that such efforts have been unsuccessful.

Section 17.4 Responsibility of Owners

4.1 During the twelve month demolition delay period, the applicant shall make a good faith effort to find an alternative use for the building that will result in its preservation. Alternatives to demolition include, but are not limited to, incorporation of the building into the future development of the site; adaptive reuse of the building; utilization of

financial incentives to rehabilitate the building; seeking a new owner willing to purchase and preserve, restore or rehabilitate the building; or moving or relocating the building.

- 4.2 Upon determination by the Commission that a building or structure is a preferably preserved historically significant building, the owner shall be responsible for properly securing the building, if vacant, to the satisfaction of the Building Commissioner. Should the owner fail to so secure the building, the subsequent destruction of such building through any cause, which destruction could have been prevented by the required security measures, shall be considered a demolition in violation of this bylaw.

Section 17.5 Emergency Demolition

Nothing in this bylaw shall restrict or prevent the Building Commissioner from ordering the demolition of a historically significant building determined by the Building Commissioner to present a clear and present danger to the safety of the public which only demolition can remedy.

If the Building Commissioner determines there is no reasonable alternative to an emergency demolition, the Building Commissioner shall prepare a written report describing the basis of that decision. A copy of that report shall be filed with the Commission.

Section 17.6 Non-Compliance

- 6.1 Any owner of a historically significant building who violates any provision of this bylaw shall be penalized by a fine of not more than three hundred (\$300.00) dollars. Each day during which any portion of a violation continues shall constitute a separate offense.
- 6.2 The Commission and the Building Commissioner are each authorized to institute any and all proceedings in law or equity, as they deem necessary to obtain compliance with the requirements of this bylaw or to prevent a violation thereof.
- 6.3 No permit shall be issued with respect to any premises upon which a historically significant building has been demolished in violation of this bylaw for a period of two years after the date of the completion of such demolition. As used herein, "premises" includes all land within the property lines of said parcel of land upon which the demolished historically significant building was located.

Section 17.7 Severability

If any section, paragraph or part of this bylaw were for any reason declared invalid or unconstitutional by any court, every other section, paragraph and part shall continue in full force and effect.

Or act in any manner relating thereto.

HISTORICAL COMMISSION

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Zoning Bylaw Amendment: Names of Zoning Districts)
To see if the Town will vote to amend the Medway Zoning Bylaw, Section 4.1 Districts, to change the names of various zoning districts as follows: (Deleted text is shown with a ~~striketrough~~ and replacement text is shown **bolded/highlighted**.)

4.1 DISTRICTS

B. Nonresidential Districts

1. Central Business (CB)
2. Village Commercial (VC)
3. ~~Commercial V (C-V)~~ **Neighborhood Commercial (NC)**
4. Business/Industrial (BI)
5. ~~Industrial I (I-I)~~ **East Industrial (EI)**
6. ~~Industrial II (I-II)~~ **Energy Resource (ER)**
7. ~~Industrial III (I-III)~~ **West Industrial (WI)**

And to delete references to Commercial V, Industrial I, Industrial II, and Industrial III throughout the Bylaw and insert the above indicated corresponding replacement names in their places, or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 17: (Amend Zoning Bylaws: Definitions)
To see if the Town will vote to amend the Zoning Bylaw, SECTION 2 DEFINITIONS, by revising the definition for Services as follows: (Deleted text is shown as a ~~striketrough~~ and new or replacement text is shown as **bold/highlighted**.)

~~Services~~ **Service Establishment** – Establishment engaged primarily in providing assistance, as opposed to products, to individuals or businesses and other enterprises, including but not limited to **such** business, social, personal and educational services as a **fitness facility, optician, dry cleaner, laundromat, shoe repair, printing/copying, tailor, music lessons, travel agency, and other similar businesses and services.**

And by amending TABLE 1: SCHEDULE OF USES by eliminating the following text under D. BUSINESS USES – ~~Consumer services such as but not limited to fitness facility, optician, dry cleaner, laundromat, shoe repair, photocopying/printing, tailor, and other similar businesses and services~~ and replacing it with the term **Service establishment**

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 18: (Amend Zoning Bylaws: Map)

To see if the Town of Medway will vote to rezone the following parcels as shown on the following maps on file with the Town Clerk:

- “Proposed Changes to AR-I & AR-II Zoning Districts, August 25, 2017, MAP A”
- “Proposed Changes to AR-I & AR-II Zoning Districts, August 25, 2017, MAP B”
- “Proposed Changes to AR-I & AR-II Zoning Districts, August 25, 2017, MAP C”

and to amend the Zoning Map accordingly, such that:

The following split zoned parcels shall be rezoned so that the portion which is presently zoned Agricultural Residential II district shall be converted to Agricultural Residential I district, so that the entire parcel is zoned Agricultural Residential I:

Address	Medway Assessor's Parcel ID #	Parcel Size	Current Owner
MAP A			
104 Holliston Street	31-070	1.149	Susan Dunham
10 Coffee Street	32-144	1.6	Matthew & Stacy Fasolino
12 Coffee Street	32-145	1.13	Matthew & Stacy Fasolino
14 Coffee Street	32-146	1.311	Attubato Family Trust, Albert Attubato Trust
16 Coffee Street	32-147	1.011	Jeffrey & Cassandra Grenon
18 Coffee Street	32-148	1.012	Norman & Miriam Chesmore
18A Coffee Street	32-149	1.013	Patricia McKay
MAP B			
1 Memory Lane	30-067	1.01	Paul Melia
2 Memory Lane	30-066	1.01	Tina Wright
3 Memory Lane	30-065	1.013	David & Marie Marchetti
4 Memory Lane	31-033	1.739	Carl Rice
68 Lovering Street	30-064	3.88	Robert Symonds
70 Lovering Street	21-094	2.77	Medway Housing Authority
82 Lovering Street	21-093	20.3	Paul Wilson
6 Howe Street	21-088	1.048	Michael & Kara Gulla
3 Howe Street	21-084	1.702	Alan & Joann Osborne
5 Howe Street	14-010	1.710	Andrew & Lindsay Leech
7 Howe Street	14-009	1.842	Richard & Megan Grady
OR Woodland Road	14-005	115.100	Henry Wickett & Henry Wickett Jr.
MAP C			
12 Ohlson Circle	14-059	1.02	Gary & Mary Whitaker

15 Ohlson Circle	14-019	1.145	Peter Schubert
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The following parcels shall be rezoned from the present Agricultural Residential I district zoning to Agricultural Residential II district, so that the entire parcel is changed to Agricultural Residential II:

Address	Medway Assessor's Parcel ID #	Parcel Size	Current Owner
MAP A			
22 Coffee Street	32-151	.30	Chris & Nadia Sullivan
MAP C			
86 Winthrop Street	14-054	.25	Matthew Maccarrick Trust & Family Nominee Maccarrick Trust
88 Winthrop Street	14-055	.25	Kathleen & Julie Ann Fallon
90 Winthrop Street	14-056	.25	Alexander & Allison Stroshane
92 Winthrop Street	14-043	.25	Sandra St. John Life Estate, Stacy Murphy, Christine Tiemann, & David St. John
112 Lovering Street	14-053	.25	Michael & Sonya Murphy
68 Winthrop Street	21-008	.25	Alan Weiner & Pamela Tatelman-Weiner

The following split zoned parcels shall be rezoned so that the portion which is presently zoned Agricultural Residential I district shall be converted to Agricultural Residential II district, so that the entire parcel is zoned Agricultural Residential II:

Address	Medway Assessor's Parcel ID #	Parcel Size	Current Owner
MAP A			
20 Coffee Street	32-150	.541	Richard & Frances Scannell
24 Coffee Street	32-152	.49	Susan & Sergio Gomez
102 Holliston Street	31-069	.29	William & Francis Obrien Trustee
1 Gorwin Street	31-068	.22	John Fasolino & Meghann Mckenney
3 Gorwin Street	31-067	.27	John Wooster & Patricia Mathaisel
5 Gorwin Street	31-066	.379	David Jones
7 Gorwin Street	31-065	.32	George & Eileen Kornmuller
9 Gorwin Street	31-064	.263	Daniel Williams
11 Gorwin Street	32-170	.27	Max, Constance, & Robert Greenberg
13 Gorwin Street	32-169	.26	Chester Mosher & Lorraine Gorwin Life Estate
15 Gorwin Street	32-168	.25	Patricia Treanor
17 Gorwin Street	32-167	.24	Joel & Judith Goldstein
19 Gorwin Street	32-166	.24	Lawrence & Ellen Johnson
21 Gorwin Street	32-165	.23	Charles & Barbara Hutt
23 Gorwin Street	32-164	.23	Tina Sheppard

25 Gorwin Street	32-163	.23	Denise Bartone & Kenneth Gormley
27 Gorwin Street	32-162	.23	Michael & Teresa O'Rourke
29 Gorwin Street	32-161	.23	Walter & Judit Baer
31 Gorwin Street	32-160	.23	Roy Young
33 Gorwin Street	32-159	.23	Gloria Achmakjian
35 Gorwin Street	32-158	.30	John & Jennifer Dougherty
37 Gorwin Street	32-157	.30	John & Ethel Maguire
39 Gorwin Street	32-156	.30	Jeffrey & Cheryl Foss
MAP B			
0 Memory Lane	31-031	.162	Carl Rice
MAP C			
22 Ohlson Circle	14-060	.602	William & Susan Callahan
24 Ohlson Circle	14-061	.565	Michelle Diebler
28 Ohlson Circle	14-062	.565	Michael & Karen Tudino
30 Ohlson Circle	14-063	.565	Michael Boys & Kristine Kaktins
32 Ohlson Circle	14-064	.621	Charles & Kathleen Dwyer
31 Ohlson Circle	14-046	.788	Robert & Patricia Comtois
33 Ohlson Circle	14-045	.679	Andrew & Kathleen Anderson
35 Ohlson Circle	14-044	.517	Derek & Jessica Baldassarre
108 Lovering Street	14-051	.77	Jayson & Lori-Ann Sumner
110 Lovering Street	14-052	.25	Kenneth Lawrence
107 Lovering Street	14-030	.25	Jennifer Lindsey
70 Winthrop Street	21-007	.5	Sean Barry
72 Winthrop Street	21-006	.5	Meeri Lewandowski & Edward Lewandowski Trust
74 Winthrop Street	21-005	.5	Frank Glass & Anne Buddenhagen
76 Winthrop Street	21-004	.62	Marshall & Elizabeth Gustin
78 Winthrop Street	21-003	.853	Joseph & Mary Vadakekalam
78A Winthrop Street	21-002	.902	Anthony & Lynda Bertone
80 Winthrop Street	21-001	.722	Craig & Janice Dresser
82 Winthrop Street	14-029	1.0	Jeffrey Devine
84 Winthrop Street	14-028	.5	Romas & Niucole Banaitis
6 Hemlock Drive	21-019	.5	William & Mildred Beachman
12 Hemlock Drive	21-015	.5	Brianna & Matthew Boyce
14 Hemlock Drive	21-016	.5	William Oldmixon & Takeda Karou
16 Hemlock Drive	21-014	.5	Charlotte Porreca
18 Hemlock Drive	21-013	.5	Martin Concannon Trustee & Dawn Rose Trustee
20 Hemlock Drive	21-014	.5	Alan & Myrtle Miller
3 Clover Lane	21-009	.25	Joanne Davenport
5 Clover Lane	21-010	.25	William & Roberta Scherer

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 19: (Amend Zoning Bylaws: Wireless Communications Facilities)
To see if the Town will vote to amend the Medway Zoning Bylaw, Section 8.7., by replacing the language in its entirety with the following:

8.7 Wireless Communication Facilities

A. Purpose. The purpose of this Section is to minimize adverse impacts of wireless communication facilities on adjacent properties and residential neighborhoods (including but not limited to aesthetic, public safety, and property value impacts), to limit the number and height of these facilities to only what is essential, to promote shared use of existing facilities, to reduce the need for new facilities, and to protect the interest of the general public. This Section is promulgated under the authority of G.L. c. 40A, the Home Rule Amendment of the Massachusetts Constitution and the 1996 Telecommunications Act, 47 U.S.C. Section 332(c)(7)(A).

No wireless communications facility (“WCF”) shall be constructed except in compliance with the provisions of this Section. Unless exempted in accordance with subsection (H) of this Section 8.7, any WCF shall require a special permit from the Zoning Board of Appeals.

B. Definitions. The definitions herein, especially that of a “device” and “WCF,” are intended to encompass such devices as they may evolve through technological advances.

1. **Tower:** Any structure to which a device may be attached for the purpose of transmitting or receiving wireless communications, including but not limited to water towers, church steeples, flag poles, or parking lights (typ.), but not including any residential, commercial or industrial building, accessory building, and/or rooftop.
 - a. **Self-Supporting Tower:** Any lattice or monopole tower to which a device may be attached for the purpose of transmitting or receiving wireless communications. Self-Supporting Towers are ground-mounted, but may include an above-grade base made of concrete or other similar material.
2. **Height:** A distance measured from the mean finished grade of the land surrounding the device to its highest point, surface or projection, in the case of free standing devices, or a distance measured from the average finished grade of the land surrounding the exterior walls to the highest point, surface or projection, in the case of devices mounted on existing buildings or structures.
3. **Device:** Any antenna, or other apparatus that performs the function of antennas, together with any telecommunications satellite dishes and other necessary equipment.
 - a. **Mounted Device:** Any device which is affixed to a Tower.

- b. **Building Mounted Device:** Any device which is affixed to a residential, commercial, or industrial building, accessory building, and/or rooftop.
 - c. **Free Standing Device:** Any device which is affixed to a Self-Supporting Tower.
4. **Wireless Communications Facility (WCF):** Any buildings, structures, towers, and appurtenant equipment and storage that are used for the express purpose of conducting wireless telecommunication services regulated by the Federal Communications Commission (FCC) and defined as “personal wireless services” in Section 704, or other sections of the Federal Telecommunications Act of 1996 as amended. By way of example, but not limitation, “WCF” includes cellular telephone services, personal communication services, paging services, specialized mobile radio, including wireless intended for the transmission of data or internet, and also including antennas, towers, satellite dishes, or other devices or equipment for transferring wireless transmissions with or without a building to house and/or maintain such equipment.
 5. **Collocation:** The mounting or installation of transmission equipment on an Eligible Facility for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
 6. **Eligible Facility:** Any existing tower or base station as defined in the Spectrum Act, provided it is in existence at the time an Eligible Facilities Request is filed with the Town in accordance with the provisions of this Bylaw.
 7. **Eligible Facilities Request:** Any request for modification of an existing wireless tower or base station that involves collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment.
 8. **Spectrum Act:** The “Middle Class Tax Relief and Job Creation Act of 2012” (Public Law 112-96; codified at 47 U.S.C. §1455(a)).
- C. By Right Provisions.** The following devices may be constructed, erected, installed, placed and/or used within the Town subject to the issuance of a building permit by the Building Department in those instances when a building permit is required:
1. A device for customary private household use, including but not limited to, a conventional chimney-mount television antenna or home satellite dish no to exceed 3 feet in width;
 2. A device (or combination of devices) installed on an existing building or other existing structure within any commercial or industrial district provided that such device or combination thereof, including its supports, is:
 - a. Finished in a manner designed to be aesthetically consistent with the exterior finish of such building or structure and otherwise in accordance with the Design Standards set forth herein; and
 - b. Mounted in such a manner that it does not:
 - i. Extend above the highest point of a building or structure by more than 10 feet;

- ii. Obscure any window or other exterior architectural feature;
 - iii. Extend beyond the face of any wall or exterior surface by more than 18 inches;
 - iv. Extend below the top of the roof line of any single-story building or structure; or
 - v. Extend more than more than 8 feet below the roof line of any multi-story building or structure.
- c. Not comprised of any device or devices which have a visible surface area facing surrounding streets and/or residential districts that exceeds 50 square feet in area.
3. A devices owned by and located on the property of an amateur radio operator licensed by the FCC, which device shall be installed at the minimum height necessary for the proper functioning of amateur radio communications in accordance with the licensing requirements for that location; and
4. A device installed wholly within and not protruding from the interior space of an existing building or structure (including interior space behind existing roofs or within existing mechanical penthouse space) or behind existing rooftop mechanical screens in such a manner that the device would not be visible from surrounding streets and/or residential districts only for so long as such device remains wholly within such space or behind such roofs or screens.

D. Special Permit General Requirements.

- 1. Lattice style towers and similar facilities requiring three or more legs and/or guy wires for support are prohibited.
- 2. To the greatest extent feasible, all service providers shall co-locate at existing facilities. Wireless communication facilities shall be designed to accommodate the maximum number of users as technically practical.
- 3. When co-location on an existing WCF is not feasible, the applicant must demonstrate that another site is required to address a substantial gap in coverage and there is no feasible alternative location that would address the gap in coverage.
- 4. The height of a WCF shall be constructed at the minimum height necessary to accommodate the anticipated and future use of the facility. A WCF shall not exceed 120 feet under any circumstances.
- 5. A WCF shall meet all setback requirements as provided for in Section 6, Dimensional Regulations, of the Medway Zoning Bylaw.
- 6. Where the applicant seeks approval for a device owned or controlled by the applicant, approval of equipment shall be contingent upon the agreement of the applicant to reasonably cooperate with other wireless communications service providers in permitting the co-location of antennas on such structures, on commercially reasonable terms, unless:
 - a. There are structural or other limitations which would make it unfeasible to accommodate the proposed WCF; or

- b. The proposed facility would interfere with the wireless communications of one or more existing occupants at the site, including the applicant.

E. Location of Wireless Communication Facilities.

1. All new applications must demonstrate inability to co-locate at an existing WCF, or that there is a gap in coverage elsewhere, before consideration will be given to another site.
2. Should the applicant demonstrate the requirements that there is a technical inability to co-locate or that there is a need for a WCF due to a substantial gap in coverage elsewhere, the following locations may be allowed by special permit and should be considered by the Applicant to the extent that any of these locations serve as a feasible location for a proposed WCF:
 - a. Any land located within a transmission easement or land own by a utility provider, as shown on a map on file with the Town Clerk and incorporated herein by reference; or
 - b. Any land owned by the Town of Medway on which a water tower, water tank/well, emergency service building (i.e. police or fire station), or other buildings/structures, not including schools, are located, as shown on a map on file with the Town Clerk and incorporated herein by reference.
3. No WCF with a Mounted or Building Mounted Device(s) shall be located, erected, or modified nearer to any residential dwelling(s) than a distance equal to one and a half times the vertical height of the facility (inclusive of any appurtenant buildings/structures).
4. No WCF with a Free Standing Device(s) shall be located, erected, or modified nearer to any building or structure than two times the vertical height of the facility (of any appurtenant buildings/structures).
5. No WCF shall be located on land under jurisdiction of the Conservation Commission under G.L. c. 131, Section 40, land with a Conservation Restriction, or land within a FEMA Flood Zone, except in Zone X (500-year storm) may be allowed.
6. No WCF shall be located on land under status of G.L. c. 61A or c. 61B, as may be on record with the Assessor's Office.
7. No WCF shall be located within a National or Local Historic District unless the Board finds, following review by the Historical Commission, that the facility is properly concealed with adequate buffering and screening and does not alter the character of that district, property, building, or structure where it is located.

F. Design Standards.

1. Wireless facilities shall be suitably screened from abutters and residential neighborhoods. Painting, landscaping, fencing, buffering and screening, when deemed necessary by the Zoning Board of Appeals, will be required at the expense of the owner.
2. To the extent reasonably possible, devices shall be camouflaged by location and/or design to disguise them from the public view, whether by designing the device so as to disguise it

as an existing or new building or structure appropriate in type and scale to its location (e.g. a parking light adjacent to a recreational area, a flagpole in a park, a silo in a field, an artificial tree monopole in a wooded area) where the WCF are hidden within or mounted on a structure to make them essentially invisible, or whether located in a place and manner that renders the device essentially invisible (e.g. siting the device within existing trees, providing effective screening by the use of landscaped buffers which camouflage the device at the time of planting and are effective year-round).

3. Existing on-site vegetation shall be preserved to the maximum extent practicable. The Board may require additional buffering and screening if it finds that the existing vegetation is insufficient.
4. A different color scheme shall be used to blend the structure with the landscape below and above the tree or building line, as deemed necessary by the Board.
5. Fencing shall be provided to control access to the WCF and shall be compatible with the rural and scenic character of the area and of the Town. Fencing shall not be constructed of razor wire (or similar materials) or chain link.
6. There shall be no signs or advertisement signs permitted on or in the vicinity of a WCF, except for announcement signs, no trespassing signs, and a required sign, not to exceed four square feet in area for each device installation, which shall display a phone number where the person responsible for the maintenance of the WCF may be reached on a twenty-four hour basis. All other signage shall be consistent with Section 7.2, Signs, of the Zoning Bylaw.
7. Night lighting of any WCF shall be prohibited, except as required by the FCC, Federal Aviation Administration (FAA), or that needed for emergency service, security, and safety requirements. All lighting shall be consistent with Section, 7.1.2, Outdoor Lighting, of the Zoning Bylaw.
8. There shall be a minimum of one parking space for each facility, large enough for an electric utility vehicle, to be used only in connection with the maintenance of the site and not for the permanent storage of vehicles or other equipment.
9. To the extent feasible, the equipment to relay the wireless transmissions shall be located inside an existing building/structure. Otherwise, such equipment shall be located in a new, enclosed structure in a location where the visual impact to the surrounding properties and streets will be minimized. The Board may impose conditions on the siting and screening of such structure.

G. Procedures for Special Permit.

1. All applications for modification of existing or construction of new wireless communications facilities shall be submitted in accordance with the rules and regulations of the Zoning Board of Appeals, except that applications constituting Eligible Facilities Requests shall follow the procedures set forth in Section J below.

2. Documentation must be provided for the rights to the property and/or use of buildings/structures (i.e. ownership), a portion of land and/or use of buildings/structures (i.e. a lease or rent), or other means of legal access. Applicants proposing to erect a WCF on municipally-owned land, buildings, or structures shall provide evidence of a contractual authorization by the Town to conduct wireless communication services on such properties.
3. A field inspection/site visit shall be conducted on all applications for a WCF prior to the hearing for the special permit. The results of the inspection shall become a permanent part of the applicant's file and shall bear the date of inspection and comments by the inspecting town agents. A site visit shall include, but not be limited to, the following agents as determined necessary: Building Commissioner/Zoning Enforcement Officer, Conservation Agent, Department of Public Services Staff, and Zoning Board of Appeals Staff.
4. The following information must be provided, prepared by a professional engineer, licensed in the state of Massachusetts:
 - a. A plan shall be provided showing the exact location of existing and proposed buildings, structures and tower(s), as well as:
 - i. Landscaping and lighting features;
 - ii. Buffering and screening;
 - iii. Fencing and controlled entry;
 - iv. Abutting streets, residential dwellings and all buildings/structures within 300 feet of the tower base and the distance at grade from the proposed WCF to each building on the plan;
 - v. Grading and utilities at two-foot contours; and
 - vi. Zoning requirements, as well as building and structural setbacks.
 - b. Elevation plans and/or colored rendition showing details of the tower(s) and devices, as well as any buildings/structures associated with the WCF. Plans should also provide details of buffering and screening, landscaping (including species, height, and breadth of trees and shrubbery), lighting, fencing, and colors and materials for the entire project site.
 - c. Description of facility, as well as all technical, economic, and other reasons for the proposed location, height and design;
 - d. Confirmation that the facility complies with all applicable Federal and State standards;
 - e. Description of facility capacity including number of type of devices that can be accommodated and basis for calculations. For existing towers, confirmation that the WCF has the structural and technical capacity for an additional device;
 - f. Specifications for construction, lighting, and wiring in accordance with State and National building codes;

- g. Environmental Assessment, as may be required by the FCC;
- h. Confirmation that proposed facility complies with FAA and Federal Communications Commission (FCC) guidelines;
- i. Written statement demonstrating that there are no adverse impacts to residents and the general public—visual, safety, or otherwise; and
- j. A plan showing the existing WCF locations and service provider coverage in and surrounding the Town of Medway, as well as the proposed WCF location and service coverage of that facility. This plan should be provided by a certified radio frequency engineer(s) or other certified telecommunications specialist.

H. Special Provisions for Review of Application to Construct New WCF pursuant to 1996 Telecommunications Act.

- 1. The Board shall issue a special permit for a wireless communications facility, in accordance with the provisions of this Section, in areas where a WCF would otherwise be prohibited, if and only if the following terms and conditions are met entirely:
 - a. The Board, after public hearing and presentation of substantial evidence by the applicant, determines that a significant gap in wireless coverage exists in a portion of the town; and
 - b. There is no feasible alternative location for the proposed location of the WCF which would adequately address the gap in coverage; and
 - c. An application for a significant gap in wireless coverage determination must provide information such as mapping of existing areas of coverage, maps depicting location of wireless coverage gaps, reports, affidavits, and other supplemental narrative information, from a suitably qualified radio frequency engineer(s) or other telecommunications specialist, to clearly demonstrate that a gap in coverage exists and there are no feasible alternative locations for the proposed WCF that would address the gap in coverage.
 - d. An application for a special permit relying upon a significant gap in wireless coverage determination shall comply with all general, design, and procedural requirements of this Section 8.7, as well as all other applicable sections of the Medway Zoning Bylaw.

I. Request for Modification of Eligible Facilities.

- 1. Submission Requirements – Applications for an Eligible Facilities Request shall be filed with the Building Department. The Building Commissioner shall conduct an initial review of the application within 30 days of receipt to determine whether the application is complete. The Building Commissioner shall notify the applicant within thirty days of receipt of the application if the application is deemed incomplete. Such notice shall delineate all missing documents or information.
- 2. Review of Application – The Building Commissioner shall conduct a limited-scope review of an Eligible Facilities Request to determine if the proposed Eligible

Facilities Modification will result in a substantial change to the physical dimensions of an Eligible Facility. An Eligible Facilities Request “substantially changes” the physical dimensions of an Eligible Facility if it meets any of the criteria established in the FCC Eligible Facilities Request Rules.

3. Approval – Within sixty days of the filing of a complete Eligible Facilities Request, less any time period that may be excluded pursuant to a tolling agreement between the applicant and the Building Commissioner, the Building Commissioner shall complete its limited-scope site plan review and approve the application unless the Building Commissioner determines that the application does not meet the definition of an existing Eligible Facility subject to the Spectrum Act, or the proposed Eligible Facility Request proposes modifications that will substantially change the physical dimension of an Eligible Facility.

J. Construction, Maintenance, & Cessation of Use.

1. Upon receipt of a special permit from the Board, the applicant shall apply to the Building Department for a permit to construct a WCF and shall provide written evidence that all preconstruction conditions, as may be part of the special permit decision have been satisfied.
2. The owner of the facility and/or devices shall be responsible for ongoing proper maintenance of the WCF or device as allowed by Special Permit. Verification of maintenance and structural integrity by a certified structural engineer shall be required at the request of the Building Commissioner/Zoning Enforcement officer on a biennial basis.
3. If applicable, annual certification demonstrating continuing compliance with the standards of the FCC, FAA, and the American National Standards Instituted and required maintenance shall be filed with the Building Commissioner/Zoning Enforcement Officer by the special permit holder.
4. WCF devices and/or structures shall be removed within one year of cessation of use.
5. Should the owner and/or operator, or the owner of the land or structure on which the device is located, fail to remove a device within one year of cessation of use, the Town may remove the same. A performance guarantee may be required as a condition of any special permit granted under this Section, in an amount deemed sufficient to cover the Town’s cost of the demolition and removal of the device in the event of cessation of use.

Or act in any manner relating thereto.

ZONING BOARD OF APPEALS

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least FOURTEEN (14) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 16th day of October 2017.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

Maryjane White, Chairman

Richard D'Innocenzo, Vice-Chairman

Dennis Crowley, Clerk

Glenn Trindade, Member

John Foresto, Member

ATTEST: Paul Trufant, Constable

AGENDA ITEM

#4

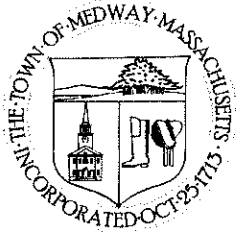
Approval – Contract with Hatch Asphalt Management for Saddle Hill Road Sidewalk - \$68,000

Associated back up materials attached.

- Memo from Dave D'Amico dated October 2, 2017
- Bid
- Contract

Proposed motion:

I move that the Board authorize the Chair to execute the contract with Hatch Asphalt Management in the amount of \$68,000 for the Saddle Hill Sidewalk construction project subject to receipt of the Bond and the proof of appropriate insurance coverage.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

BARRY SMITH
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

From: David D'Amico, Director | Department of Public Services

Date: October 2, 2017

RE: **Hatch Asphalt Management – Saddle Hill Road Sidewalk**

Please find attached three (3) copies of a contract for **Hatch Asphalt Management – Saddle Hill Road Sidewalk**

Furnishing labor and equipment for reconstruction of 3,500 feet X 5 feet asphalt sidewalk with handicap ramps, remove and dispose of existing sidewalk materials

Bid opening results

Hatch Asphalt	\$68,000
Harshaw	\$71,500
New England	\$78,200
Century	\$98,650
Lorusso	\$113,260
I W Harding	\$178,000

We greatly appreciate your consideration of this issue.

SADDLE HILL

Saddle Hill Sidewalk Bid Opening 8/29/2017	Hatch	Harshaw	New England	Century	Lorusso	I W Harding
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes
Reference	Yes	Yes	Yes	Yes	Yes	Yes
Total Cost	\$68,000	\$71,500	\$78,200	\$98,650	\$113,260	\$178,000

Crew cost 1/2 day	7000	5000	4680	4000	4000	23000
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Crew cost 1 day	4000	7500	7800	6000	6000	23800
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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 **(SADDLE HILL ROAD SIDEWALKS)** (hereinafter referred to as the "Services"), by and between **Hatch Asphalt Mgt.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 217 River Road, Uxbridge, 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 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, (Saddle Hill Road Sidewalks) and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

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

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$68,000** [sixty eight 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 Director
45B Holliston Street
Medway, MA 02053

Contractor:

Hatch Asphalt Mgt.
Jarod Hatch, President
217 River Road
Uxbridge, MA

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 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 amount of (50%) of the Contract price.
- (b) Performance Bond Not Required

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: HATCH ASPHALT MGT.


**TOWN OF MEDWAY
By its Board of Selectmen**

By: Jared Hatcher

Title: President

Corporate Seal:

DATE Signed: _____


David D'Amico – Director
Department of Public Service

Approved As To Form

Town Accountant


Town Counsel

Dated: _____

Dated: 9-28-17

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 9/25

Name (please print or type) Jared Hatch Social Security Number _____

Corporate

Corporate Name (please print or type) Hatch Asphalt Management

Signature of Corporate Officer  Date _____

Name of Corporate Officer (please print or type) Jared Hatch Title President

Taxpayer Identification Number 

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



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

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

CERTIFICATE OF NON-COLLUSION

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

Jared Hatch

Signature of individual submitting bid or proposal

Hatch ASPHALT MANAGEMENT

Name of Business (please type or print)

Exhibit G

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

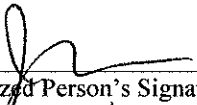
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

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

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

COMPLETE AND SIGN BELOW:



Authorized Person's Signature

9/25/10

Date

Jared Hatch

Print Name & Title of Signatory

Hatch Asphalt Management

Name of Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2017

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 Shannon Insurance, LLC 420 South Washington St., Suite 4 North Attleborough, MA 02780	CONTACT NAME: Paul Shannon PHONE (A/C, No. Ext.): 508-643-9500 E-MAIL ADDRESS: shannon.insurance@gmail.com	FAX (A/C, No.): 508-643-9511
	INSURER(S) AFFORDING COVERAGE	
INSURED Hatch Landscape & Design Inc 1420 A Main Street Millis MA 02054	INSURER A: Mesa Underwriters Specialty Insurance	
	INSURER B: Commerce Insurance	
	INSURER C: Hartford Insurance	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MP00200005001176	9/5/2017	9/5/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BBYM40	2/6/2017	2/6/2018	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 \$
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 <input type="checkbox"/>	0989326	9/22/2017	9/22/2018	PER STATUTE 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

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

Town of Medway is listed as additional insured for job on Saddle Hill Road

CERTIFICATE HOLDER**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



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**Philadelphia Indemnity Insurance Company
Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: That we **Hatch Asphalt Management, 217 River Road, Uxbridge, MA 01569** (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called **Surety**), are held and firmly bound unto **Town of Medway** (hereinafter called **Obligee**), in the penal sum amount of **Sixty eight thousand & 00/100 (\$68,000.00)** for the payment whereof **Principal** and **Surety** bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Principal** has by written agreement dated the *2nd* day of *OCT*, *2017* entered into a Contract with the **Obligee** for the project known as **Paving-Saddle Hill Road**(hereinafter called **Project**) which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION is such that, if the **Principal** shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. In the event of default by the **Principal**, **Obligee** shall deliver to **Surety** by certified mail, a written statement of the fact of such default, within thirty (30) days of the occurrence. In the event of default, the **Surety** will have the right and opportunity, at its sole discretion to promptly:
 - a. Cure the default
 - b. Assume the remainder of the Subcontract and to perform or sublet same
 - c. Tender to the **Obligee** funds sufficient to pay the cost of completion less the balance of the Subcontract price up to an amount not to exceed the penal sum of the bond.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the **Surety** on this instrument unless same be brought or instituted upon the **Surety** within one (1) year from termination or expiration of the bond term.
3. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **Obligee** named herein or the heirs, executors, administrator or successors of **Obligee**.
4. The Penal Sum amount of this Bond shall not increase, absent **Surety's** written consent, regardless of any changes, alterations, or modifications to the Contract. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
5. It is expressly agreed and understood by all parties to this Bond that if financing, project funding, or progress payments are lost or suspended during the Project, neither the **Surety** nor **Principal** will be responsible for the completion of any remaining uncompleted contracted work or for any completed unpaid performance.
6. In no event shall the **Surety** be liable for any damages including but not limited to fines, penalties, liquidated damages, actual damages, consequential damages, or forfeitures assessed against the **Principal**.



**Philadelphia Indemnity Insurance
Company Payment Bond**

KNOW ALL MEN BY THESE PRESENTS: That we Hatch Asphalt Management (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter call **Surety**), are held and firmly bound unto Town of Medway (hereinafter called **Obligee**), in the penal sum amount of Thirty four thousand & 00/100 Dollars (\$34,000.00) for the payment whereof Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the *2nd* day *Oct* of *2017*, entered into a Contract with the Obligee for the project known as Paving - Saddle Hill Road (hereinafter called **Project**) which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void: otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or equipment for use in the performance of the Contract.
2. The Surety shall not be liable for the Obligee, Owner, Claimants, or others for obligations of the Principal that are unrelated to the Construction Contract.
3. With respect to the Obligee, this obligation shall be null and void if the Principal:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and;
 - b. Defends, indemnifies and holds harmless the Obligee for claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Obligee has promptly notified the Principal and the Surety any claims, demands, liens or suits and provided there is no Obligee default.
 - c. It is expressly agreed and understood by all parties to this Bond that if financing is lost or suspended during the Project, neither the Surety nor Principal will be responsible for the completion of any remaining uncompleted contracted work.
4. With respect to the Claimants, this obligation shall be null and void if the Principal:
 - a. Promptly makes payments, directly or indirectly, for all sums due.
5. The Surety's total obligation shall not exceed the amount of the penal sum amount of this Bond, and the penal sum amount of this bond shall be credited for any payments made hereunder by the Surety, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
6. If any suit or action is brought by any claimant under this bond, jurisdiction shall be in the County or Political Subdivision in which the Project is situated.
7. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal in the performance of the Construction Contract are dedicated to satisfy obligations of the Principal and the Surety under this bond.

8. No suit or action shall be commenced by a claimant under this Bond after the expiration of one year from the date on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract.
9. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the Contract, Contract Documents, or any underlying documents, then the terms of this bond shall prevail.

Signed and sealed this 29th day of September, 2017.

PRINCIPAL:

Hatch Asphalt Management (seal)


Fared Hatch
President

(Name & Title)

SURETY:

Philadelphia Indemnity Insurance Company

Susan A. Sallada
Susan A. Sallada, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Susan A. Salda and Patricia Mariamoni of Universal Service Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

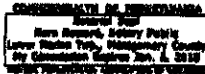
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

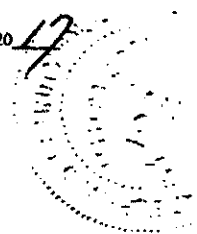


Notary Public: Nora Howard
residing at: Bala Cynwyd, PA
My commission expires: January 8, 2018

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29 day of Sept 20 17


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGENDA ITEM

#5

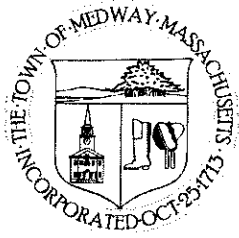
Approval – Contract with Hatch Asphalt Management for Sanford Street Sidewalk - \$21,000

Associated back up materials attached.

- Memo from Dave D'Amico dated October 2, 2017
- Bid
- Contract

Proposed motion:

I move that the Board authorize the Chair to execute the contract with Hatch Asphalt Management in the amount of \$21,000 for the Sanford Street Sidewalk construction project subject to receipt of the Bond and proof of appropriate insurance coverage.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

BARRY SMITH
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: David D'Amico, Director | Department of Public Services
Date: October 2, 2017
RE: **Hatch Asphalt Management – Sanford Street Sidewalk**

Please find attached three (3) copies of a contract for **Hatch Asphalt Management – Sanford Street Sidewalk**

Furnishing labor and equipment for reconstruction of 650 feet X 5 feet asphalt sidewalk with handicap ramps, remove and dispose of existing sidewalk materials

Bid opening results

Hatch Asphalt	\$21,000
Century	\$28,350
New England	\$34,800
Harshaw	\$41,700
Lorusso	\$61,490

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

SANFORD STREET SIDEWALK

Sanford Street Sidewalk Bid Opening 8/29/2017	Hatch	Century	New England	Harshaw	Lorusso
Bid Bond	Yes	Yes	Yes	Yes	Yes
Reference	Yes	Yes	Yes	Yes	Yes
Total Cost	\$21,000	\$28,350	\$34,800	\$41,700	\$61,490

Crew cost 1/2 day	7000	4000	4680	5000	4000
--------------------------	------	------	------	------	------

Crew cost 1 day	4000	6000	7800	7200	6000
------------------------	------	------	------	------	------

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 (SANFORD STREET SIDEWALKS) (hereinafter referred to as the "Services"), by and between **Hatch Asphalt Mgt.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 217 River Road, Uxbridge, 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 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, (Saddle Hill Road Sidewalks) and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

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

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$21,000** [twenty one 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 Director
45B Holliston Street
Medway, MA 02053

Contractor:

Hatch Asphalt Mgt.
Jarod Hatch, President
217 River Road
Uxbridge, MA

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 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 amount of (50%) of the Contract price.
- (b) Performance Bond Not Required

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: HATCH ASPHALT MGT.

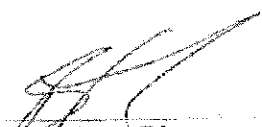
TOWN OF MEDWAY
By its Board of Selectmen

By: Jared Hatch


Title: President

Corporate Seal:

DATE Signed: _____


David D'Amico - Director
Department of Public Service

Approved As To Form


Town Counsel

Town Accountant _____

Town Counsel

Dated: _____

Dated: 9-28-17


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

9/25/17
Date

Jared Hatch,
Name (please print or type)

Social Security Number

Corporate

Hatch Asphalt Management
Corporate Name (please print or type)

Jared Hatch
Signature of Corporate Officer

9-25-2017
Date

Jared Hatch
Name of Corporate Officer (please print or type)

President
Title


Taxpayer Identification Number

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



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

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

CERTIFICATE OF NON-COLLUSION

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

David Hatch

Signature of individual submitting bid or proposal

Hatch Asphalt Management

Name of Business (please type or print)

Exhibit G

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING


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

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

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

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

COMPLETE AND SIGN BELOW:



Authorized Person's Signature

9/25/10

Date

Jared Halk, President

Print Name & Title of Signatory

Halk Asphalt Management

Name of Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2017

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 Shannon Insurance, LLC 420 South Washington St., Suite 4 North Attleborough, MA 02760	CONTACT NAME: Paul Shannon
	PHONE (A/C, No, Ext): 508-643-9500 FAX (A/C, No): 508-643-9511
	E-MAIL ADDRESS: shannon.insurance@gmail.com
	INSURER(S) AFFORDING COVERAGE
INSURED Hatch Landscape & Design Inc 1420 A Main Street Millis MA 02054	INSURER A: Mesa Underwriters Specialty Insurance
	INSURER B: Commerce Insurance
	INSURER C: Hartford Insurance
	INSURER D:
	INSURER E:
	INSURER F:

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

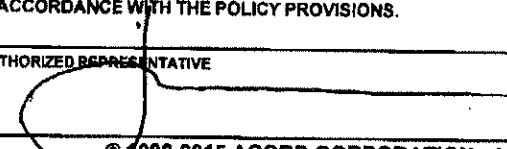
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MP00200005001176	9/5/2017	9/5/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG. \$ \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BBYM40	2/6/2017	2/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0989326	9/22/2017	9/22/2018	<input 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

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

Town of Medway is listed as additional insured for job on Stanford Road

CERTIFICATE HOLDER**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 



**Philadelphia Indemnity Insurance Company
Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: That we **Hatch Asphalt Management, 217 River Road, Uxbridge, MA 01569** (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called **Surety**), are held and firmly bound unto **Town of Medway** (hereinafter called **Obligee**), in the penal sum amount of **Twenty one thousand & 00/100 (\$21,000.00)** for the payment whereof **Principal** and **Surety** bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Principal** has by written agreement dated the *2nd* day of *Oct*, *2017* entered into a Contract with the **Obligee** for the project known as **Paving-Stanford Street** (hereinafter called **Project**) which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION is such that, if the **Principal** shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. In the event of default by the **Principal**, **Obligee** shall deliver to **Surety** by certified mail, a written statement of the fact of such default, within thirty (30) days of the occurrence. In the event of default, the **Surety** will have the right and opportunity, at its sole discretion to promptly:
 - a. Cure the default
 - b. Assume the remainder of the Subcontract and to perform or sublet same
 - c. Tender to the **Obligee** funds sufficient to pay the cost of completion less the balance of the Subcontract price up to an amount not to exceed the penal sum of the bond.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the **Surety** on this instrument unless same be brought or instituted upon the **Surety** within one (1) year from termination or expiration of the bond term.
3. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **Obligee** named herein or the heirs, executors, administrator or successors of **Obligee**.
4. The Penal Sum amount of this Bond shall not increase, absent **Surety's** written consent, regardless of any changes, alterations, or modifications to the Contract. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
5. It is expressly agreed and understood by all parties to this Bond that if financing, project funding, or progress payments are lost or suspended during the Project, neither the **Surety** nor **Principal** will be responsible for the completion of any remaining uncompleted contracted work or for any completed unpaid performance.
6. In no event shall the **Surety** be liable for any damages including but not limited to fines, penalties, liquidated damages, actual damages, consequential damages, or forfeitures assessed against the **Principal**.

7. Notwithstanding any terms contained in the Contract and Contract Documents, it is expressly understood and agreed that the obligations of Surety under this Bond shall exclude any and all responsibility for design or design related services, including but not limited to, any liability for costs or damages arising from any design or design related services.

8. It is expressly agreed and understood by all parties to this Bond and the underlying Subcontract and Contract Documents for the Project that this Bond will provide surety for warranty, maintenance, and workmanship issues occurring and reported to Principal and Surety within one (1) year after the date of acceptance of the Principal's work. Once the Principal's work is accepted, Surety will have no additional obligation or liability under this Bond with the exception of the warranty, maintenance, and workmanship issues discussed in the preceding sentence.

9. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the Contract, Subcontracts, Contract Documents, or any other underlying documents, then the terms of this bond shall prevail.

Signed and sealed this 29th day of September, 2017.

PRINCIPAL:


Hatch Asphalt Management (seal)

Jared Hatch
President
(Name & Title)

SURETY:

Philadelphia Indemnity Insurance Company

Susan A. Sallada
Susan A. Sallada, Attorney-in-Fact





**Philadelphia Indemnity Insurance
Company Payment Bond**

KNOW ALL MEN BY THESE PRESENTS: That we Hatch Asphalt Management (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter call **Surety**), are held and firmly bound unto Town of Medway (hereinafter called **Obligee**), in the penal sum amount of Ten thousand five hundred & 00/100 Dollars (\$10,500.00) for the payment whereof Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 2nd day OCT of 2017, entered into a Contract with the Obligee for the project known as Paving - Stanford Street (hereinafter called **Project**) which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void: otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or equipment for use in the performance of the Contract.
2. The Surety shall not be liable for the Obligee, Owner, Claimants, or others for obligations of the Principal that are unrelated to the Construction Contract.
3. With respect to the Obligee, this obligation shall be null and void if the Principal:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and;
 - b. Defends, indemnifies and holds harmless the Obligee for claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Obligee has promptly notified the Principal and the Surety any claims, demands, liens or suits and provided there is no Obligee default.
 - c. It is expressly agreed and understood by all parties to this Bond that if financing is lost or suspended during the Project, neither the Surety nor Principal will be responsible for the completion of any remaining uncompleted contracted work.
4. With respect to the Claimants, this obligation shall be null and void if the Principal:
 - a. Promptly makes payments, directly or indirectly, for all sums due.
5. The Surety's total obligation shall not exceed the amount of the penal sum amount of this Bond, and the penal sum amount of this bond shall be credited for any payments made hereunder by the Surety, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
6. If any suit or action is brought by any claimant under this bond, jurisdiction shall be in the County or Political Subdivision in which the Project is situated.
7. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal in the performance of the Construction Contract are dedicated to satisfy obligations of the Principal and the Surety under this bond.

8. No suit or action shall be commenced by a claimant under this Bond after the expiration of one year from the date on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract.
9. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the Contract, Contract Documents, or any underlying documents, then the terms of this bond shall prevail.

Signed and sealed this 29th day of September, 2017.

PRINCIPAL:


Hatch Asphalt Management (seal)

Jared Hatch
President
(Name & Title)

SURETY:

Philadelphia Indemnity Insurance Company

Susan A. Sallada
Susan A. Sallada, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 109
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Susan A. Sallada and Patricia Marinucci of Universal Service Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

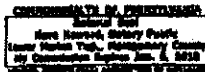
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 6, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 09 day of Sept, 2017


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGENDA ITEM

#6

Approval of One-Day Liquor License Applications

- Kaplan (Class of 1987) – Thayer Homestead – 10/28/17
- Hammond – Thayer Homestead – 11/1/17

Associated back up materials attached.

- Police Chief Tingley's letters of recommendation for Laina Kaplan and Jeff Hammond

NOTE: One day liquor license applications are on file in the Town Administrator's Office.

Proposed motion:

I move that the Board approve the one-day liquor licenses for Laina Kaplan and Jeff Hammond for the events to be held at the Thayer Homestead on October 28 and November 1, 2017 respectively, subject to Police Chief's recommendations and proof of appropriate insurance coverage.



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

September 8, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – 1987 Class Reunion

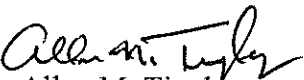
I have reviewed the application for the ^{one} day liquor license request from Marielaine Kaplan for a wine and malt license for the Class of 1987 Class Reunion scheduled for October 28, 2017 at the Thayer House.

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

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

The serving of the beer, wine 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 At Your Service Bartending Inc.

Respectfully Submitted


Allen M. Tingley
Chief of Police



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

September 14, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for a ^{one} day wine and malt license request from Jeff and Meg Hammond for a wedding reception scheduled for November 4, 2017 at the Thayer House.

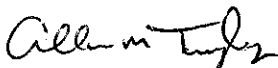
I approve of the issuing of the permit with the following conditions.

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

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

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

Respectfully Submitted


Allen M. Tingley
Chief of Police

AGENDA ITEM

#7

Action Items from Previous Meeting

Associated back up materials attached.

- Action Item list dated 9/12/17

DATE	ACTION ITEMS BOS	WHO	DUE - 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 renewal (Comcast)	TA/CAC	Dec 2017
4	7/28/2014 DPS Facility Building Project	DPS/TA/Committee	Ongoing
5	4/4/2016 Recreational Facility Improvements	BOS/CPC/EPFRAC	2017 Fall Town Mtg
6	10/17/2016 Benches at memorial park across from Police Station	TA/DPS	Sep 2017
7	12/5/2016 Urban Renewal Plan submission to State	Redevel. Authority	
8	5/1/2017 Ch. 90 funds expenditure policy (roads & sidewalks)	TA/BOS	Oct 2017 BOS Mtg
9	5/30/2017 OPEB trust management; create trust fund commission IWRMP Task	Finance Director	
10	Force Mtg Unaccounted for water loss status report	DPS	Oct 2017 BOS Mtg
11	7/17/2017 Centralized v Individual Well Water Treatment Options	DPS	Oct 2017 BOS Mtg
12	8/21/2017 Tax title - identify parcels for auction	Task Force	Oct 2017 BOS Mtg

AGENDA ITEM

#8

Town Administrator's Report

No associated back up materials.

AGENDA ITEM

#9

Selectmen's Reports

No associated back up materials.