

Board of Selectmen

Glenn D. Trindade, Chair

Maryjane White, Vice-Chair

Richard A. D'Innocenzo, Clerk

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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

May 15, 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. Vote - Terminate Ascertainment for Verizon Cable License Renewal
2. Approval – Verizon Cable Television Franchise License Renewal (2017-2024)
3. Contract Approval – 2 Year Contract with Pacella Enterprises for Catch Basin & Manhole Adjustments - \$30,000
4. Contract Approval - Stumpy's Tree Service for Tree Maintenance Services – \$25,470
5. Notice of Grant Award – Sustainable Materials Recovery Program Grant
6. Approval - Reappointment of KP Law as Town Counsel for Three Year Term: Approval - Rate Increase
7. Grant Expenditure Authorization– SAFE Grant - \$4,066
8. Special Event Permits –
 - a. Braking AIDS Ride – September 8, 2017
 - b. Monster Mash 5K – October 28, 2017
 - c. Turkey Trot – November 23, 2017
9. Banner Display Request – Medway Youth Football & Cheer
10. Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead
 - a. Alexandra Kerr – May 27, 2017
 - b. Sarah Mowry – June 16, 2017
 - c. Traci McKenna- June 18, 2017
 - d. John & Jennifer Carter – June 24, 2017
 - e. Jamie Finazzo – August 12, 2017
11. Action Items from Previous Meeting
12. Approval of Minutes
13. Town Administrator's Report
14. 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

June 5, 2017 ---- Regular Meeting

AGENDA

ITEM #1

Vote – Terminate Ascertainment for Verizon Cable License Renewal

No Associated Backup Materials.

Proposed Motion:

I move that the Board terminate ascertainment for the Verizon cable license renewal.

AGENDA

ITEM #2

Review/Approval – Verizon Cable Television Franchise License Renewal (2017-2024)

Associated backup materials attached:

- Executive Summary provided by Town Counsel
- Proposed Cable License Renewal

Proposed Motion:

Whereas the Town of Medway conducted cable license ascertainment and a public ascertainment hearing, and whereas the Town negotiated an acceptable renewal license with Verizon which meets the Town's future community cable-related needs; now therefore I move that the Board Grant to Verizon the cable television renewal license dated May 15, 2017.

May 11, 2017

William Hewig III
whewig@k-plaw.com

BY FACSIMILE - (508) 533-3287
BY E-MAIL (bos@townofmedway.org) and
BY FIRST CLASS MAIL

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

Re: Executive Summary of Verizon Proposed Cable Television Renewal License

Dear Members of the Board of Selectmen:

This letter will provide you with an executive summary of the cable television renewal license (“Renewal License”) proposed by Verizon of New England, Inc., and negotiated by your cable license negotiation team.

(a) Term (Section 2.3):

Verizon proposes a seven-year term expiring in 2024. The maximum term available for a renewal license is ten years (M.G.L. c.166A, §13).

(b) Gross Annual Revenues (“GAR”) (Section 1.17):

The definition includes advertising and home shopping revenues, a benefit to the town, and which we recommend.

(c) Modification and Level Playing Field (Section 2.4):

Level Playing Field provisions are lawful and commonplace in non-exclusive licenses or contracts such as this. This provision states that if the Issuing Authority grants any other licenses to other cable operators, they must be no more favorable nor less burdensome than the Verizon Renewal License. In the event they are not, Verizon and the Town are to negotiate amendments to the Verizon license. If the parties cannot reach an agreement, Verizon has the option of: (a) commencing license renewal negotiations; (b) referral by mutual consent to arbitration; (c)

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Members of the Board of Selectmen
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submitting to a mutually-acceptable mediator; (d) submitting the matter to the Massachusetts Cable Division; or (e) terminating within three (3) years from the date of notice.

(d) Cable Service (Sections 1.40; 3.9):

The Service Area is the entire Town of Medway. If at any future time there will be 40 residential units per underground mile or 30 per aerial mile, within 250 feet of Verizon plant, and if Verizon secures 20 written agreements for service per mile, Verizon will be obligated to expand its plant to those qualifying locations.

(e) Protections for the Town:

(i) Indemnification (Section 9.2):

Verizon will defend and indemnify the Town for all claims and lawsuits arising out of its operation of its cable system pursuant to the license. The Town must give Verizon sufficient notice in time to avoid entry of a default.

(ii) Insurance (Section 9.1):

Verizon will provide commercial general liability insurance in the amount of \$1 Million combined single limit for property damage and bodily injury. It will also provide workers compensation insurance, and a standard automobile liability insurance policy. Verizon's insurance will be primary and will not call upon the Town's insurance for contribution.

(iii) Performance Bond (Section 9.3):

Verizon will provide a performance bond in the amount of \$50,000 to secure the performance of Verizon's obligations under the license.

(iv) FCC Technical Standards (Section 5.3):

Verizon will be obligated to monitor the technical quality of its signal to keep it compliant with FCC Technical Standards.

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(f) Subscriber Rights and Consumer Protection:

(i) Customer Service (Section 7):

Verizon's customer service standards are spelled out in Section 7, and they mirror those required by the FCC.

(ii) State Billing Practices (Sections 7.5; 7.9):

Massachusetts state billing practices, found at 207 CMR §10.00 are required by Section 7.

(iii) Performance Review (Section 8.5):

The Issuing Authority may conduct annual performance evaluation hearings at which Verizon will be obligated to provide its annual Proof of Performance test results, and other relevant documentation. Follow-up hearings may be scheduled.

(iv) Record Inspection and Reports (Section 8):

Verizon's books and records, as well as requested state and FCC reports, will be available to the Issuing Authority upon written request, subject to Verizon's good faith concern about confidentiality or proprietary rights.

(v) VOD, HD and PEG EPG Listings (Sections 5.9, 5.10 and 5.11):

If Verizon provides PEG programming Video-on-Demand ("VOD"), lists PEG programming on an Electronic Program Guide ("EPG"), or provides a PEG channel in High Definition ("HD") anywhere in Massachusetts, other than on a trial or test basis, it is obligated to discuss in good faith the provision of similar service in Medway.

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(g) PEG Access Support:

(i) Three PEG Access Channels (Section 5.1.1):

Verizon will make available to the Town three (3) channels for the Town's local PEG Access programming use.

(ii) PEG Access Capital Grants (Section 5.2.1):

Verizon will provide annual cash payments to the Town in the amount of \$0.56 per subscriber per month, through July 31, 2018; and following that, it will pay \$0.74 per subscriber per month (equivalent to approximately \$21,000 per year). These grants are to be used to purchase, lease and/or improve PEG Access equipment and facilities or for other cable-related purposes. The August 2018 increase will occur only if Comcast is obligated to pay an equivalent amount on its renewal license.

(iii) Annual Operating Grant (Section 5.2.4):

Verizon will pay an annual operating grant of 5% of its Gross Annual Revenues (in addition to those in subparagraph (ii) above) each year in quarterly payments for the operation of the Town's Access programs. Again, the Town must also secure 5% from Comcast in its August 2018 renewal license; and if it does not do so, the Verizon percentage will be reduced the amount Comcast must pay.

(h) License Enforcement:

(i) Determination of Breach (Section 11):

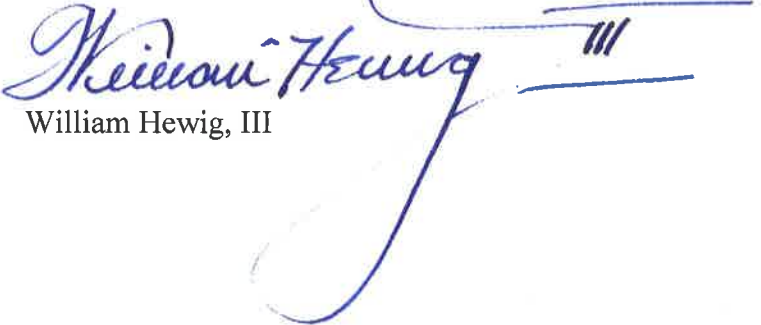
If the selectmen believe that Verizon has defaulted in the performance of certain specified obligations under the license, it shall notify Verizon by certified mail of such default, and require a written response within thirty (30) days. If Verizon's response is unsatisfactory, or proper steps are not made to cure the default, the selectmen may then convene a public hearing, and in the event that a default is found, the selectmen may elect from among these remedies: (a) action in equity to seek specific performance; (b) action in law for monetary damages; (c) submission of a claim against the surety; or (d) revocation of the license.

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In conclusion, the Renewal License which your committee and I negotiated, reasonably meets Medway's ascertainment for the Town's future cable-related community needs. I consider this proposal to be as reasonably responsive to Medway's negotiation goals as it is possible to be in the present changing cable television environment. I therefore recommend it for execution by the selectmen.

Thank you for the opportunity to be of service to Medway.

Very truly yours,



William Hewig, III

WH/eon
cc: Town Administrator
Cable Advisory Committee

CABLE TELEVISION
FINALRENEWAL LICENSE

GRANTED TO
VERIZON NEW ENGLAND INC.

BOARD OF SELECTMEN

TOWN OF MEDWAY,
MASSACHUSETTS

SEPTEMBER 17, 2007
[date]

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EXHIBITS

EXHIBIT A -- ~~SERVICE AREA~~

~~EXHIBIT B~~—PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT ~~CB~~ -- GROSS REVENUE REPORTING FORM

EXHIBIT ~~DC~~ -- PERFORMANCE BOND

THIS CABLE TELEVISION ~~FINAL RENEWAL~~ LICENSE (this “~~Final~~ License”) is entered into by and between the Selectmen of the Town of Medway (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

~~WHEREAS, the Issuing Authority wishes to grant the Licensee a nonexclusive Final License to construct, install, maintain, extend and operate a Cable System in the Town as designated in this Final License;~~

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) (~~47 USC §522(10)~~) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the ~~Issuing Authority granted to Licensee is in the process effective as of upgrading~~ September 17, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of ten (10) years (the “Final License”);

~~WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities through the installation consisting of a Fiber to the Premise Premises Telecommunications Network (“FTTP Network”) in the Town for the transmission of which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;~~

~~WHEREAS, the FTTP Network will occupy the Public Rights of Way within the Town, and the Licensee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Town;~~

~~WHEREAS, the Issuing Authority initiated the cable television licensing process in the Town on March 1, 2007;~~

WHEREAS, pursuant to ~~207 CMR 3.03(2)~~ and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

~~WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;~~

~~WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted an application to the Town dated March 14, 2007, on Cable Division Form 400, for Issuing Authority a license proposal to renew the Final License to operate and maintain a Cable System in the Town; and~~

WHEREAS, pursuant to ~~207 CMR 3.03(3)~~, following good faith negotiations between the parties, the Issuing Authority released an Issuing Authority Report dated June 4, 2007 and the Licensee submitted an amended application in response thereto dated June 29, 2007;

~~WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held Licensee have agreed on the terms for a public hearing on September 17, 2007, to assess the qualifications of the renewal License under which Licensee, and has found the Licensee to be qualified will continue to operate the its Cable System;~~

~~WHEREAS, the Issuing Authority has determined that it is in the best interests of in the Town to grant a nonexclusive Final License to the Licensee;~~

~~WHEREAS, the Issuing Authority and the Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions; and~~

~~WHEREAS, the Issuing Authority exercised diligent efforts to ensure that the terms and conditions in this Final License are, in light of all relevant circumstances, not more favorable or less burdensome than those terms and conditions contained in the Cable Television Renewal License, dated February 22, 1998, granted to Cablevision Industries Corporation.~~

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a ~~Final~~ renewal License to the Licensee, the Licensee's commitment to ~~provide~~ continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this ~~Final~~ License. For the purpose of this ~~Final~~ License, the following words, terms, phrases and their derivations shall have the meanings given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel:* A video Channel which the Licensee shall make available to the Town of Medway and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this ~~Final~~ License.

~~1.2. *Access Corporation:* The entity, designated by the Issuing Authority of the Town of Medway, that is responsible for operating and managing the use of PEG Access Channels, facilities, funding and programming in the Town.~~

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~~1-3-1.2~~ *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

~~1-4-1.3~~ *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

~~1-5-1.4~~ *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and ~~Energy~~Cable.

~~1-6-1.5~~ *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

~~1-7-1.6~~ *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

~~1-8-1.7~~ *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

~~1-9-1.8~~ *CMR*: The Code of Massachusetts Regulations.

~~1-10-1.9~~ *Commercial Subscriber*: A commercial, non-residential Subscriber.

~~1-11-1.10~~ *Communications Act*: The Communications Act of 1934, as amended.

~~1-12-1.11~~ *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

~~1-13-1.12~~ *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

~~1.14.1.13.~~ *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the Town, as well as the PEG Access Corporation Designee.

~~1.15.1.14.~~ *Effective Date*: The Effective Date of this Final License, being September 17, 2007 ~~[date]~~.

~~1.16.1.15.~~ *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

~~1.17.1.16.~~ *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

~~1.18.1.17.~~ *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Final License.

~~1.19.1.18.~~ *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee to present non-commercial governmental programming.

~~1.20.1.19.~~ *Gross Revenues*: All revenues as determined in accordance with generally accepted accounting principles, derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this Final License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee’s gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.2.35 below. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

~~1.20.1.1.19.1~~ Revenues received by any of Licensee's Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

~~1.20.2.1.19.2~~ Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

~~1.20.3.1.19.3~~ Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

~~1.20.4.1.19.4~~ Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

~~1.20.5.1.19.5~~ Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

~~1.20.6.1.19.6~~ Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

~~1.20.7.1.19.7~~ Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

~~1.20.8.1.19.8~~ Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

~~1.20.9.1.19.9~~ Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.20. HD PEG Access Channel: A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution up to 720p.

1.21. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

~~1.22. Internet Access Service: Dial up or broadband access service that enables Subscribers to access the Internet.~~

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~~1.23.1.22.~~ *Issuing Authority*: The Selectmen of the Town of Medway, Massachusetts.

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~~1.24.1.23.~~ *Leased Access Channel*: A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

~~1.25.1.24.~~ *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Communications Act and Section 9 of M.G.L. Chapter 166A.

~~1.26.1.25.~~ *Licensee*: Verizon New England, Inc., and its lawful and permitted successors, assigns and transferees.

~~1.27.1.26.~~ *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

~~1.28.1.27.~~ *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services (which includes, but is not limited to, Internet Access Service) and Telecommunications Services; provided that if Internet Access Service is hereafter determined by the FCC or a court of competent jurisdiction to be a Cable Service, then Internet Access Service shall not be considered a Non-Cable Service and Telecommunications Services.

~~1.29.1.28.~~ *Normal Business Hours*: Those hours during which most similar businesses Licensee's retail locations in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

~~1.30.1.29.~~ *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

~~1.31.1.30.~~ *PEG*: Public, educational, and governmental.

~~1.31. PEG Access Capital Funding~~
PEG Access Designee: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.32. PEG Grant: Funding to be provided by the Licensee to the Town for cable-related purposes, as set forth in Section 5.2.1 of this ~~Final~~ License.

1.33. PEG Access Channel: An Access Channel made available to the Town and/or the ~~PEG Access Corporation~~ Designee for PEG Access Programming pursuant to the terms of this ~~Final~~ License.

1.34. PEG Access Programming: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this ~~Final~~ License, and applicable laws.

1.35. Person: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.36. Prime Rate: The prime rate of interest as published in the Wall Street Journal.

1.37. Public Access Channel: An Access Channel made available by the Licensee for the use by the residents in the Town and/or the ~~PEG Access Corporation~~ Designee.

1.38. Public Rights-of-Way: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

1.39. Respond: The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

1.40. Service Area: ~~All portions~~ The entire existing territorial limits of the Town ~~where Cable Service is being offered, as outlined in Exhibit A, being the entire Town of Medway.~~

1.41. Service Call: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

~~1.42. Service Date: The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, which notification shall become a part of this Final License.~~

~~1.43.~~ 1.42. Service Interruption: The loss of picture or sound on one or more Channels.

~~1.44.~~ 1.43. Significant Outage: Any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

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1.44. *SD PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution up to 480i.

1.45. *Standard Installation*: Residential installations where the Subscriber is within two hundred fifty (250) feet of the Licensee's Cable System, as described in Section 3.2 below.

1.46. *State*: The Commonwealth of Massachusetts.

1.47. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.48. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.49. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.50. *Title II*: Title II of the Communications Act.

1.51. *Title VI*: Title VI of the Communications Act.

1.52. *Town*: The Town of Medway, Massachusetts.

1.53. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.54. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF ~~FINAL~~-LICENSE AUTHORITY

2.1. *Grant of Authority:* Subject to the terms and conditions of this ~~Final~~ License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This ~~Final~~ License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this ~~Final~~-License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is ~~being constructed and will be~~ operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this ~~Final~~ License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this ~~Final~~-License shall be for a period of ~~ten (10)~~seven (7) years, commencing on ~~September 17, 2007~~[date] (the "Effective Date"), and shall expire at midnight on ~~September 16, 2017~~[date], unless sooner revoked or terminated as provided herein.

2.4. *Modification/Termination Based on VSP Requirements:*

2.4.1. If the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing

Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSPs. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.4.2. Licensee's notice pursuant to Section 2.4.1. shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.4.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. commencing license renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License within three (3) years from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association;

d. submitting the matter to mediation by a mutually-acceptable mediator; or

e. submitting the matter to the Cable Division of the Massachusetts Department of Telecommunications and Cable.

2.4.4. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.2.1 and 5.2.4 hereunder.

2.4.2.5. Grant Not Exclusive: This ~~Final~~ License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this ~~Final~~ License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder. Disputes between the Licensee and other parties regarding use of Public Rights of Way shall be resolved in accordance with applicable law.

~~2.5.2.6. Final License Subject to Applicable Federal and State Law: Subject to Section 2.6 below, this ~~Final~~ This~~ License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

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~~2.6. Change of Laws: If, subsequent to the Effective Date, there is a change in federal or State law that eliminates the authority of local governments to require and/or grant cable television licenses and/or franchises for the provision of Cable Service, then to the extent permitted by law this Final License shall survive such legislation and remain in effect for the term of this Final License.~~

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~~2.7.~~ 2.7. *No Waiver:*

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2.7.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this ~~Final~~ License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.7.2. The failure of the Licensee on one or more occasions to exercise a right under this ~~Final~~ License or applicable law, or to require performance under this ~~Final~~ License, shall not be deemed to constitute a waiver of such right or of performance of this ~~Final~~ License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.8. *Construction of ~~Final~~ License:*

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2.8.1. The provisions of this ~~Final~~ License shall be liberally construed to effectuate their objectives.

2.8.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9. *Police Powers:* Nothing in this ~~Final~~ License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, ~~provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Final License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Final License. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of the Cable Services in the Town to be commercially impractical, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticality. If the parties cannot reach agreement on the above-referenced modification to the License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.~~

2.10. *Transfer of the ~~Final~~ License:*

2.10.1. Subject to Section 617 of the Communications Act, ~~(47 USC §537)~~ M.G.L. Chapter 166A and Section 2.10.2 below, the Licensee shall not transfer this ~~Final~~ License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable

Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, [or by the Massachusetts Department of Telecommunications and Cable](#), from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.10.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this ~~Final~~ License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following, [providing they do not conflict with applicable law](#): (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this ~~Final~~ License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this ~~Final~~ License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.10.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this ~~Final~~ License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this ~~Final~~ License, and any other criteria allowable under applicable law and/or regulation.

2.10.4. The consent or approval of the Issuing Authority to a transfer of this ~~Final~~ License shall not constitute a waiver or release of the rights of the Town under this ~~Final~~ License.

2.10.5. In the event that this ~~Final~~ License is transferred, the transferee shall be subject to all of the terms and conditions contained in this ~~Final~~ License.

3. PROVISION OF CABLE SERVICE

3.1. Service Area:

3.1.1.3.1. ~~Service Area: The~~ [Subject to the issuance of all necessary permits by the Town, the Licensee shall offer Cable Service to substantially all residential households in the Town served by aerial plant, and may make Cable Service available to businesses in the Service Area, within twelve \(12\) months of the Effective Date, and shall continue to offer Cable Service to all residential households and areas of the Service Area within four \(4\) years of the Effective Date in the Town, except: \(A\) for periods of Force Majeure; \(B\) for periods of delay caused by the Town; \(C\) for periods of delay resulting from the Licensee's inability to obtain authority from the](#)

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~~Town~~ to access Public Rights-of-Way in the Service Area; ~~(C)~~ (D) in areas where developments or buildings that are subject to claimed exclusive arrangements with other ~~cable~~ providers; ~~(D)~~ (E) in areas, developments or, buildings or other residential dwelling units that ~~the~~ Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiations, as reasonably determined in good faith by the Licensee ~~and;~~ ~~(E)~~ (F) in areas, developments or, buildings that the other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; and (G) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date, where the average density at the time of the request for Cable Service is equal to or less than thirty (30) residential dwelling units per aerial mile and forty (40) residential dwelling units per underground mile as measured in strand footage from the nearest technically feasible point, agreements for the provision of Cable Service from at least twenty (20) residential dwelling units per mile, or where Licensee is unable, after good faith efforts, to make Cable Service available on a commercially reasonable basis.

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3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within two hundred fifty (250) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed two hundred fifty (250) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* ~~The~~ if requested by the Town pursuant to written notice to Licensee, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit B.A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3.

4. **SYSTEM FACILITIES**

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be designed/operated with an initial digital carrier ~~and analog~~ passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be designed/operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code, [the Massachusetts State Building Code, and the rules and regulations of the Cable Division and the FCC.](#)

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. Interconnection with Other Cable Systems:

4.2.1 The Licensee shall operate its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connections, microwave link, satellite, or other appropriate methods.

4.2.2 The Licensee shall in good faith cooperate with the Issuing Authority in implementing interconnection of the Cable Service with communication systems beyond the boundaries of the Town; provided that the cost of any such interconnection shall be borne by the Issuing Authority and/or the party seeking interconnection.

4.2.4.3 Emergency Alert System: The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC [and applicable State and local EAS Plans](#) in order that emergency messages may be distributed over the Cable System.

4.3.4.4 Parental Control Capability: The Licensee shall comply with all applicable requirements of federal law governing Subscribers’ capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall make available to the Issuing Authority and/or the [PEG Access Corporation](#) ~~Designee~~, as designated by the Issuing Authority, capacity on its Basic Service Tier for three (3) PEG Access Channels, consistent with Section 5.1.3 below.

5.1.2. The Licensee may carry PEG Access Programming within and outside the Town’s jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the [PEG Access Corporation](#) ~~Designee~~ pursuant to Section 5.1.1 above. The Licensee reserves the right to locate the Medway PEG Access Channels in its Channel lineup in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the [PEG Access Corporation](#) ~~Designee~~, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the [PEG Access](#)

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Corporation Designee determines to use such PEG Access Channel for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.1.3. PEG Interconnection and Cablecasting: The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at the Medway High School Studio, 88 Summer Street in Medway, MA. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town's PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the Medway High School Studio, 88 Summer Street in Medway, MA. The PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or its PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

~~5.1.3.5.2. PEG Interconnection:~~ The Licensee, at the Licensee's expense, shall interconnect its Cable System with the existing cable operator's cable system in order to cablecast, on a live basis, all PEG Access Programming consistent with this Final License. The Licensee shall take commercially reasonable steps to accomplish such interconnection within one hundred twenty (120) days of the Effective Date. If the Licensee has not accomplished such interconnection within one hundred twenty (120) days of the Effective Date, the Licensee shall provide a written description of the status of its interconnection efforts to the Issuing Authority within ten (10) business days after the conclusion of said one hundred twenty (120) day time period. The Issuing Authority shall work with the Licensee in good faith to resolve any interconnection issues.

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5.2. PEG Access Capital Funding and PEG Access Support:

~~5.2.1. PEG Access Capital Funding: The Licensee shall provide equipment and/or facilities funding to the Issuing Authority and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing in this Final License for the support of the production of local PEG Access Programming, and/or other cable related purposes, and the technology needs of the Issuing Authority (the "PEG Access Capital Funding"). The PEG Access Capital Funding provided by the Licensee hereunder shall be One Hundred and Sixty One Thousand Dollars (\$161,000), payable as follows: \$50,000.0000 within 90 days of the Effective Date; \$28,125.00 on the 2nd anniversary of the Effective Date; \$28,125.00 on the 3rd anniversary of the Effective Date ; \$27,375.00 on the 4th anniversary of the Effective Date; and \$27,375.00 on the 5th anniversary of the Effective Date.~~

The Town and/or the Access Corporation PEG Grant and PEG Access Support:

5.2.1. PEG Grant: Commencing within 45 days of the Effective Date, Licensee shall pay to the Town a PEG Grant on a per-subscriber basis, to be used for PEG equipment and facilities (the "PEG Grant"). The amount of the PEG Grant shall be equal to fifty-six cents (\$0.56) per Subscriber per month commencing with the Effective Date and continuing until July 31, 2018, and then equal to seventy-four cents (\$0.74) per Subscriber per month thereafter commencing upon August 1, 2018 provided that the other Cable Provider in the Service Area is also paying the Town at minimum seventy-four cents (\$0.74) per Subscriber per month in the form of a PEG Grant pursuant to a written agreement to provide Cable Service; provided however, that if the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the LFA in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider's failure to provide a cash grant in accordance with the schedule set forth in such provider's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.2.2. The twelve (12) month period applicable under the License for the computation of the PEG Grant shall be a calendar year. Such payments shall be made no later than March 15th of each applicable year. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.2.4 or any License Fee required by Section 6.1.

~~5.2.2.5.2.3.~~ 5.2.3. The Town and/or the PEG Access Designee shall own all purchased with funding pursuant to ~~this~~ Section 5.2.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.2.4. PEG Access Support. The Licensee shall provide annual funding to the ~~Town and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, to be used to support ongoing operations of PEG Access Programming (the "PEG Access Support").~~ Such funding shall be used by the Issuing Authority and/or the Access Corporation for ~~personnel, PEG Access Channel operating and support or other related PEG Access Channel costs and expenses incurred in connection with PEG Access Programming operations.~~ Subject to Section 6.2 below, the PEG Access Support provided by the Licensee hereunder shall be ("PEG Access Support") in the amount of ~~four percent (4.0%) of the Licensee's annual Gross Revenue and then five percent (5.0%) of the Licensee's annual Gross Revenues and shall be paid in accordance with Section 5.2.3 below; provided, however, that if the renewal license of the incumbent cable operator (or its successor or assignee) in the Town provides for the incumbent cable operator to pay a different percentage Revenue at any such time during the term of this Final License, then as the other Cable Provider in the Town is providing five percent (5.0%) of its annual Gross Revenue pursuant to a written agreement to provide Cable Service, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable licenses after the Effective Date that provide for a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support percentage hereinafter shall be changed/reduced to match such lower percentage (but in no event more than five percent (5%) for the remainder of the term of this Final License; provided, further, over, that the incumbent cable operator's PEG Access Capital Funding, Institutional Network related funding and/or any other cable related consideration is substantially equivalent to, or greater than, the same time period. The Issuing Authority shall place Licensee's PEG Access Capital Funding set forth in Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.~~

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~~5.2.2.~~ 5.2.2. Payments: The PEG Access Support payments (Section 5.2.4 ~~above~~) shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of **Exhibit C**.

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~~5.2.4.5.2.5. Payments:~~ The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty five (45) days following the end of each calendar quarter. ~~B.~~ The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, ~~and~~ shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of ~~this Section the PEG Access Support payment~~ 5.2.3, the period for determining Gross Revenues shall be the preceding calendar quarter. ~~If the Licensee bundles Cable Service Services are provided to Subscribers in conjunction with Non-Cable Service, Services, then the Licensee agrees that its calculation of Gross Revenues shall allocate be adjusted, if needed, to include only the discount associated with such bundle consistent with value of the portion allocated in Cable Services billed to Subscribers, as reflected on the Licensee's books and records kept of the Licensee in the regular course of the Licensee's business and~~

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~~consistent with generally accepted accounting principles. However, the parties agree that tariffed Telecommunications Services that cannot be discounted under State accordance with FCC rules, regulations, standards or federal law or regulation are excluded from the bundled discount allocation obligations in this Section orders.~~

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~~5.2.5.5.2.6. Recovery of Costs:~~ To the extent permitted by applicable federal law, the Licensee shall be allowed to recover the costs of the PEG ~~Access Capital Funding Grant~~, the PEG Access Support and any other costs, including interconnection costs (in accordance with applicable laws and/or regulations), arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

5.3. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels; provided that the Licensee is not responsible for the production quality of PEG Access ~~Programming Channel programming~~ productions, nor for any deficiencies in the signal that it receives from the Town and/or the ~~PEG Access Corporation Designee~~. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.4. *Censorship:* The Licensee, the Issuing Authority and the ~~PEG Access Corporation Designee~~ shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access ~~Programming Channel programming~~ on the Cable System.

5.5. *PEG Access Operational Rules.* The Issuing Authority and/or the ~~PEG Access Corporation Designee~~ shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Issuing Authority, the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The ~~PEG Access Corporation Designee~~ shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this ~~Final~~ License.

~~5.6. *Non-Commercial Programming:* The Issuing Authority and/or PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.6 shall prohibit the Issuing Authority and/or PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.~~

~~5.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.~~

5.8. *Late Payment:* In the event that the PEG Grant (Section 5.2.1), the PEG Access Support fee (Section 5.2.4) or the License Fee (Section 6.1) is not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to the lesser of (i) two percent (2%) per annum above the Prime Rate, or (ii) eighteen percent (18%) per annum, in either case compounded annually.

5.9. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.10. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Programming VOD in the Town, however, the Licensee shall not be required to provide PEG Access Programming VOD in the Town.

5.11. *High Definition PEG Access Channel:* Upon written request but no more than twice within thirty-six (36) months of the Effective Date, the parties shall discuss in good faith the Licensee's capability to transmit up to two (2) SD PEG Access Channels and one (1) HD PEG Access Channel; however, the Licensee shall not be required to transmit any PEG Access Channel in high definition.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this ~~Final~~-License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum License Fee Obligation:* The Licensee shall not be liable for an annual License Fee commitment pursuant to this ~~Final~~-License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the License Fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of M.G.L. Chapter 166A, and (iii) the PEG Access Support (Section 5.2.24); provided, however, that such five percent (5%) cap shall not include (A) the PEG ~~Access Capital Funding Grant~~ (Section 5.2.1), (B) PEG Access interconnection costs (Section 5.1.3), (C) any interest due herein to the Town and/or the ~~PEG Access Corporation Designee~~ because of late payments, and (D) any other exclusions to the term "franchise fee" pursuant to Section 622(g)(2) of the Communications Act.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December ~~31~~³¹st of the preceding calendar year. The License Fee shall be paid no later than March ~~15~~¹⁵th of each year during the term of this ~~Final~~-License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this ~~Final~~ License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Recomputation:* Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including sums pursuant to this Section 6.5. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this ~~Final~~ License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein. In accordance with Section 622(h) of the Cable Act (47 U.S.C. §542(h), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

7. CUSTOMER SERVICE

The customer service standards in this Article 7 shall apply to the Licensee regarding its provision of Cable Services over the Cable System in the Town, and shall be binding unless amended by written consent of the parties.

~~7.1. *Customer Service Office:* The Licensee shall establish and operate a customer service office located within the Town of Medway beginning no later than eighteen (18) months after the Effective Date, and open throughout the remainder of the term of the Final License. Said customer service office shall be open for walk-in business during Normal Business Hours. At said office, Subscribers shall be able to file Complaints, return and/or exchange equipment, receive an explanation of the Cable System operation and pay bills.~~

~~7.2.7.1. *Telephone Availability:*~~

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7.2.1.7.1.1. The Licensee shall maintain a local and a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. ~~The Licensee's Licensee~~ representatives shall be trained and qualified to answer questions related to Cable Service in the Town and shall be available to ~~receive reports of Service Interruptions and Significant Outages twenty-four (24) hours a day, seven (7) days a week, and all other~~ respond to customer telephone inquiries ~~at least forty-five (45) hours per week during Normal Business Hours.~~ The Licensee representatives shall identify themselves by name when answering this number. ~~After Normal Business Hours, the toll-free number may be answered by an Automated Response system, including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.~~

7.2.2.7.1.2. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Town, beginning with the next publication cycle after the Effective Date.

7.2.3.7.1.3. The Licensee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute telephone calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

7.2.4.7.1.4. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2.5.7.1.5. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal less than three percent (3%) of the time during any calendar quarter.

7.2.6.7.1.6. Upon written request from the Issuing Authority, but in no event more than ~~once a quarter, thirty (30) days following the end of each quarter~~ twice annually, the Licensee shall report to the Issuing Authority in writing the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

- (1) Percentage of calls answered within thirty (30) seconds as set forth in Section 7.2.1.4.

- (2) Percentage of time customers received busy signal when calling the customer service center as set forth in Section 7.21.5.

Subject to applicable consumer privacy requirements, underlying information used to generate said reports will be made available to the Town for review upon reasonable request.

~~7.2.7.1.7. At the Licensee's option, the~~ The measurements and reporting above may be ~~changed from~~ based on calendar ~~quarters to billing or accounting quarters.~~ The Licensee shall notify the Issuing Authority in writing of such a change ~~periods~~ at least thirty (30) days in advance of any implementation. ~~the Licensee's option.~~

7.3.7.2. Installations and Service Appointments:

7.3.1.7.2.1. All installations shall be in accordance with applicable FCC rules ~~relating including but not limited to~~ grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber about using the Licensee-supplied equipment and Cable Service.

7.3.2.7.2.2. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal (“ONT”) on the customer’s premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer’s premises. The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer’s premises.

7.3.3.7.2.3. The Licensee shall provide the Issuing Authority with a report, upon written request from the Issuing Authority but in no event more than ~~once a quarter~~ thirty (30) days following the end of each quarter ~~twice annually~~, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. ~~At the Licensee’s option, the~~ The measurements and reporting of the above may be ~~changed from~~ based on calendar ~~quarters to billing~~ or accounting ~~quarters. The Licensee shall notify the Issuing Authority in writing of such a change not less than~~ quarters. The Licensee shall notify the Issuing Authority in writing of such a change not less than ~~thirty (30) days in advance~~ periods at Licensee’s option.

7.3.4.7.2.4. The Licensee shall offer Subscribers “appointment window” alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, generally beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee’s discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

7.4.7.3. Service Interruptions and Outages:

7.4.1.7.3.1. The Licensee shall promptly notify the Issuing Authority ~~in~~ writing of any Significant Outage of the Cable Service.

7.4.2.7.3.2. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

~~7.4.3.7.3.3.~~ Under Normal Operating Conditions, the Licensee shall Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee shall begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

~~7.4.4.7.3.4.~~ Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time the Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

~~7.4.5.7.3.5.~~ The Licensee shall meet the standard in Section ~~7.32.4~~ 7.3.4 for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

~~7.4.6.7.3.6.~~ The Licensee shall provide the Issuing Authority with a report in writing, upon written request from the Issuing Authority, but in no event more than ~~once a quarter within thirty (30) days following the end of each calendar quarter~~ twice annually, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 7.3. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. ~~At the Licensee's option, the~~ The above measurements and reporting may be ~~changed from based on calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change periods at least thirty (30) days in advance~~ Licensee's option.

~~7.4.7.7.3.7.~~ Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

~~7.3.8.~~ With respect to service issues concerning Cable Services provided to Town facilities, the Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Issuing Authority in writing as to the reason(s) for the delay and provide an estimated time of repair.

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~~7.4.8,7.3.9.~~ Licensee may provide all notices identified in this Section electronically or on-screen.

~~7.5.7.4.~~Subscriber Complaints:

Under Normal Operating Conditions, the Licensee shall resolve Subscriber Complaints referred by the Issuing Authority within seventy-two (72) hours; provided, however, that the Licensee shall notify the Issuing Authority of those matters that necessitate an excess of seventy-two (72) hours to resolve, which matters shall be resolved within fifteen (15) days of the initial Complaint. The Issuing Authority may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section 7.4, “resolve” means that the Licensee shall perform those actions, which, in the normal course of business, are reasonable to investigate and effect a reasonable and timely solution to the Subscriber’s Complaint and to advise the Subscriber of said solution.

~~7.6.7.5.~~Billing:

~~7.6.1,7.5.1.~~ Subscriber bills shall be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate all Cable Service activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s), the Licensee shall be allowed to itemize as separate line items, without limitation, License Fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of Subscriber bills.

~~7.6.2,7.5.2.~~ In accordance with 207 CMR 10.05(1), Subscriber payment shall be due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five (5) business days following the mailing date of the bill.

~~7.6.3,7.5.3.~~ A specific due date shall be listed on the bill of every Subscriber.

~~7.6.4,7.5.4.~~ Any billing disputes registered by a Subscriber shall be resolved in accordance with 207 CMR 10.07.

~~7.6.5,7.5.5.~~ The Licensee shall notify the Subscriber of the result of its investigation of any Complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the Complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of the Licensee’s investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under this ~~Final~~ License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or the Licensee may petition the Cable Division to resolve disputed matters within thirty (30) days of any final action.

~~7.6.6~~7.5.6. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers, to the Issuing Authority upon request.

~~7.6.7~~7.5.7. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Licensee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

7.7.7.6. *Deposits, Refunds and Credits:*

~~7.7.1~~7.6.1. The Licensee shall comply with 207 CMR 10.08 with respect to security deposits.

~~7.7.2~~7.6.2. Under Normal Operating Conditions, refund checks shall be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

~~7.7.3~~7.6.3. Credits for Cable Service shall be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

7.8.7.7. *Rates, Fees and Charges:*

~~7.8.1~~7.7.1. The Licensee shall not, except to the extent permitted by applicable laws, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Licensee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

~~7.8.2~~7.7.2. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. The Licensee's imposition of late fees shall comply with 207 CMR 10.05(3).

7.9.7.8. *Termination of Service:*

~~7.9.1~~7.8.1. The Licensee shall comply with 207 CMR 10.05 with respect to delinquency and termination of service.

~~7.9.2~~7.8.2. In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow

the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

7.10.7.9. Communications with Subscribers:

~~7.10.1.7.9.1.~~ The Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers ~~outside~~ the ~~office~~ ~~homes~~ of ~~the Licensees~~ Subscribers or potential Subscribers wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

~~7.10.2.7.9.2.~~ The Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous and professional manner.

~~7.10.3.7.9.3.~~ The Licensee shall ~~send annual notices to all~~ notify Subscribers ~~informing them annually~~ that any Complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

~~7.10.4.7.9.4.~~ All notices identified in this Section 7.10 shall be by either:

(1) A separate document included with a billing statement or a ~~message~~ included on the portion of the monthly bill that is to be retained by the Subscriber; ~~or~~

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(2) A separate electronic notification, if allowed under applicable laws and regulations;

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(3) A separate on-screen notification; or

(4) Any other reasonable written means.

~~7.10.5.7.9.5.~~ Pursuant to 207 CMR 10.01(1), the Licensee shall give written notice of its billing practices to potential Subscribers before a subscription agreement is reached. Pursuant to 207 CMR 10.01(3), the Licensee shall provide the Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing a change of one of its billing practices.

~~7.10.6.7.9.6.~~ Pursuant to 207 CMR 10.02(2), the Licensee shall provide the Cable Division, Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of Programming services in the Town.

~~7.10.7.7.9.7.~~ The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request from any Subscriber:

——(1) Products and Cable Service offered;

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(2) Prices and options for Cable Services and condition of subscription to Cable Services, including prices for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies;

~~——(4) Channel(4) To the extent applicable, channel~~
positions of Cable Services offered on the Cable System;

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(5) Complaint procedures, including the name, address and telephone number of the Issuing Authority, but with a notice advising the Subscriber to initially contact the Licensee about all Complaints and questions;

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——(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Licensee practices and procedures for protecting against invasion of privacy; and

——(9) The address and telephone number of the Licensee's office to which Complaints may be reported.

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~~7.10.8.7.9.8.~~ Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

~~7.10.9. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.~~

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~~7.10.10.7.9.9.~~ Every notice of termination of Cable Service shall include the following information:

——(1) The name and address of the Subscriber whose account is delinquent;

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(2) The amount of the delinquency for all Cable Services billed;

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(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

[7.9.10 Subscriber Privacy: Licensee shall comply with all applicable federal and state laws relating to Subscriber privacy, including the provisions of Section 631 of the Communications Act \(47 USC §551\).](#)

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8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during ~~Normal Business Hours~~ Licensee's regular business hours and on a reasonable and nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this ~~Final~~ License. Such notice shall specifically reference the section or subsection of this ~~Final~~ License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended, ~~and~~

~~8.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.~~

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8.3. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the ~~DTE~~DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. ~~Annual Performance Review~~: The

8.5.1. Under ordinary circumstances, and excluding any hearing called pursuant to Article 11, the Issuing Authority or its designee may, at its discretion but not more than once per twelve month period, hold conduct a performance evaluation session. The purpose of such evaluation session shall be to review the related to Licensee's compliance with the terms and conditions of performance of its obligations under this Final License. The no more than once every year during the term. Any performance evaluation shall be initiated through written notice to Licensee by the Issuing Authority and the Issuing Authority or consultant employed by the Issuing Authority shall provide the Licensee with submit its complete request for records within thirty (30) days advance of the Issuing Authority providing written notice of such a performance evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion. Subject to the confidentiality provisions of such Section 8.1 and execution of a non-disclosure agreement with a consultant directly employed by the Issuing Authority, all records necessary for any such performance evaluation sessions shall be made available by Licensee to the Issuing Authority or its consultant for inspection and copying at an office of Licensee.

8.5.2. The Issuing Authority shall not be entitled to conduct a performance evaluation of Licensee until the Issuing Authority also requires that all cable operators providing Cable Service in the Town are subject to a performance evaluation under terms that are substantially similar to the provisions of this section.

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8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. **INSURANCE AND INDEMNIFICATION**

9.1. *Insurance*:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this ~~Final~~ License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

9.1.2. The Town shall be ~~designated~~included as an additional insured as their interests may appear under ~~each of this License on the insurance policies~~Commercial General Liability Insurance required ~~in this Article 9 except Worker's Compensation herein~~.

9.1.3. The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this ~~Final~~ License.

9.1.4. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this ~~Final~~ License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ~~ten (10) business days of receipt of a claim or action pursuant to this section~~such time as will avoid entry of default judgment.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Issuing Authority does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the ~~Final~~ License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of

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all of the obligations imposed by this ~~Final~~ License. The performance bond shall be effective throughout the term of this ~~Final~~ License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this ~~Final~~ License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this ~~Final~~ License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the ~~Final~~ License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this ~~Final~~ License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this ~~Final~~ License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the ~~Final~~ License. Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit DC** attached hereto.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this ~~Final~~ License shall be governed by and comply with the applicable provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this ~~Final~~ License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such

noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this ~~Final~~ License is a possible consequence. At any designated public hearing where revocation of this ~~Final~~ License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this ~~Final~~ License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this ~~Final~~ License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.4. In the case of a substantial noncompliance of a material provision of this ~~Final~~ License, seek to revoke this ~~Final~~ License in accordance with Section 11.5; or

11.4.5. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this ~~Final~~ License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it

deems appropriate to enforce the Issuing Authority's rights under this ~~Final~~-License in lieu of revocation of this ~~Final~~-License.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this ~~Final~~-License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this ~~Final~~-License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This ~~Final~~-License shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this ~~Final~~-License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this ~~Final~~-License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this ~~Final~~-License.

[12.8. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.](#)

~~12.8.12.9.~~ *Notices:* Unless otherwise expressly stated herein, notices required under this ~~Final~~ License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

~~12.8.1.12.9.1.~~ Notices to the Licensee shall be mailed to:

Verizon New England Inc.
~~185 Franklin~~125 High Street
~~Oliver – 7~~
Boston, MA 02110
Attention: Donna C. Cupelo, ~~Region Vice~~ President

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~~12.8.2.12.9.2.~~ with a copy to:

Verizon ~~Communications, Inc.~~Legal Department
~~Verizon Telecom~~
~~One Verizon Way~~
~~Room VC43E010~~
~~Basking Ridge, NJ 07920-1097~~
~~140 West Street, 6th Floor~~
~~New York NY 10007~~
Attention: ~~Jaek White, Senior VP~~Monica Azare, Vice President and
Deputy General Counsel

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~~12.8.3.12.9.3.~~ Notices to the Issuing Authority shall be mailed to:

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

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~~12.8.4.12.9.4.~~ with a copy to Town Council:

~~Barbara J. Saint Andre~~Town Counsel
~~Petrini & Associates~~
~~161 Worcester Road~~
~~Suite 204~~
~~Framingham~~Town Hall
~~155 Village Street~~
~~Medway, MA 01701~~02053

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~~12.9.12.10.~~ *Entire Agreement:* This ~~Final~~ License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the

parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

~~12.10.12.11.~~ *Captions:* The captions and headings of articles and sections throughout this ~~Final~~ License are intended solely to facilitate reading and reference to the sections and provisions of this ~~Final~~ License. Such captions shall not affect the meaning or interpretation of this ~~Final~~ License.

~~12.11.12.12.~~ *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this ~~Final~~ License.

~~12.12.12.13.~~ *Recitals:* The recitals set forth in this ~~Final~~ License are incorporated into the body of this ~~Final~~ License as if they had been originally set forth herein.

~~12.13.12.14.~~ *No Recourse Against Issuing Authority:* Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this ~~Final~~ License

~~12.14.~~ *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this ~~Final~~ License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this ~~Final~~ License.

~~12.15.~~ *Termination Right:* ~~The Licensee shall have the right to terminate this Final License no sooner than ninety (90) days after the end of the third (3rd) anniversary of the Effective Date if, as of such date, the Licensee, in its good faith determination, has not achieved a commercially reasonable level of Subscriber penetration for its Cable System. In making such good faith determination, the Licensee may consider Subscriber penetration levels outside the Town. Notice to terminate under this Section 12.15 shall be given to the Issuing Authority, in writing, explaining the basis of such determination, with such termination to subsequently take effect no sooner than one hundred and twenty (120) days after such written notice was provided to the Issuing Authority. The Licensee shall also give its Subscribers at least ninety (90) days notice of its decision to cease providing Cable Service(s) in the Town.~~

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12.16. *Interpretation:* The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this ~~Final~~ License. In the event that a dispute arises over the meaning or application of any term(s) of this ~~Final~~ License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the ~~Final~~ License.

12.17. *No Third Party Beneficiaries:* The provisions of this ~~Final~~ License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS ____ DAY OF ~~SEPTEMBER, 2007~~MAY, 2017.

TOWN OF MEDWAY
By its Selectmen:

VERIZON NEW ENGLAND INC.

Glenn D. Trindade, Chairman
President

By: _____
~~Donna C. Cupelo,~~ Region Vice

John A. Foresto

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Maryjane White, Vice Chairman

Richare D'Innocenzo, Clerk

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Dennis C. Crowley

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Richard Dunne

Andrew Espinosa

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John Foresto

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Approved as to Form:

Law Department

582660v,2/MEDW/0026

EXHIBITS

EXHIBIT A – ~~SERVICE AREA~~

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~~EXHIBIT B~~ – PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT ~~CB~~ – GROSS REVENUE REPORTING FORM

EXHIBIT ~~DC~~ – PERFORMANCE BOND

EXHIBIT A
SERVICE AREA
See attached map

EXHIBIT B

PUBLIC AND SCHOOL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Fire Station	44 Milford Street, Route 109
Housing Authority	Kinney Drive
Public Library	26 High Street
Medway PEG Access Studio, High School	88 Summer Street
Police Station	315 Village Street
Housing Authority	Lovering Heights
Mahan Circle	Pond Street
Town Hall	155 Village Street
DPW	Broad Street Extension
Church	Highland Street
Burke/Memorial Elementary Schools	16 Cassidy Lane
High School	88 Summer Street
McGovern School	4 Lovering Street
Middle School	45 Holliston Street
Senior Citizen Center	Oakland Street

EXHIBIT **CB**

GROSS REVENUES REPORTING FORM

Company: Verizon New England Inc.

Municipality: Medway, Massachusetts

Quarterly Revenue Period: _____, 2

1. Monthly Recurring Cable Service Charges \$ _____
(e.g., Basic, Enhanced Basic, Premium and Equipment Rental)

2. Usage Based Charges \$ _____
(e.g., Pay Per View, Installation)

3. Other Misc. Revenue \$ _____
(e.g., Late Charges, Advertising, Leased Access)

4. License Fees Collected \$ _____

Less (specify):

1. _____ \$ _____

2. _____ \$ _____

Total GAR Subject to License Fee Calculation \$ _____

Franchise Fee Rate _____ x 4 %

TOTAL LICENSE FEE DUE \$ _____

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PEG Report 1st Quarter [YEAR]

Sample Town

Verizon - fBA

MA

PEG Fee Rate:

%

- MONTH MONTH MONTH Quarter Total

<u>Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)</u>	-	-	-	-
<u>Usage Based Charges (e.g. PayPer View, Installation)</u>	-	-	-	-
<u>Advertising</u>	-	-	-	-
<u>Home Shopping</u>	-	-	-	-
<u>Late Payment</u>	-	-	-	-
<u>Other Misc. (Leased Access & Other Misc.)</u>	-	-	-	-
<u>License Fee Billed</u>	-	-	-	-
<u>PEG Fee Billed</u>	-	-	-	-
<u>Less:</u>	-	-	-	-
<u>Bad Debt</u>	-	-	-	-
<u>Total Receipts subject to PEG Fee Calculation</u>	-	-	-	-
<u>PEG Grant Before Adjustment</u>	-	-	-	-
<u>Adjustment</u>	-	-	-	-
<u>PEG Grant</u>	-	-	-	-

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Renewal License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

EXHIBIT DC
FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Oblige), in the full and just sum of Fifty Thousand Dollars (\$50,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Oblige have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Oblige has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Oblige recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Oblige by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 20072017.

Principal

Surety

By: _____

By: _____
, Attorney-in-Fact

Accepted by Oblige: _____
(Signature & date above - Print Name, Title below)

AGENDA

ITEM #3

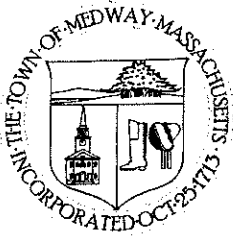
Approval – 2 Year Contract with Pacella Enterprises for Catch Basin & Manhole Adjustments - \$30,000

Associated backup materials attached:

- Memo from Dave D'Amico, DPS Director
- Bid results
- Contract

Proposed Motion:

I move that the Board authorize the Chairman to execute a two year contract with Pacella Enterprises for catch basin and manhole adjustments in an amount not to exceed \$30,000 in year one, and subject to funding in year two.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR DPS

MEMORANDUM

To: Board of Selectmen
From: David D'Amico, Director | Department of Public Services
Date: May 15, 2017
RE: **Pacella Enterprises, Inc. – Catch Basin and Manhole Adjustment contract for 2 years**

Please find attached three (3) copies of a contract for **Pacella Enterprises, Inc. – Road Services** Contract provides for labor and material to preform catch basin and manhole structure adjustments throughout Medway for two year contract

Total contract amount not to exceed \$30,000 per year

Bid opening results

Pacella	\$135,940
CJP & Son	\$148,660
Martinez	\$151,075
North East Roads	\$176,650
JH Lynch	\$221,900
Blue Diamond	\$406,900

This Contract is for catch basin and manhole structure adjustments connected with large road projects

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

ROADWORK BID RESULTS 2017

CJP & Son Construction

1420 Main St Millis, MA

5% Bid Bond received

4 Letter of references received

	<u>Yes</u>	
Bituminous Concrete Repair -FULL DAY	<u>Yes</u>	\$4,700
Bituminous Concrete Repair - Half Day		\$3,500
Cement Concrete Repair -FULL DAY		\$4,700
Cement Concrete Repair - Half Day		\$3,500

Sewer and Drain Manholes, Catch Basin Adjust

1" to 3.9"	1" to 3.9"	<u>275</u>	X 180	<u>\$49,500</u>
4" - 6.9"	4" - 6.9"	<u>275</u>	X2	<u>\$550</u>
7" - 11.9"	7" - 11.9"	<u>280</u>	X2	<u>\$560</u>
1' - 2.9'	1' - 2.9'	<u>350</u>	X1	<u>\$350</u>
3' - 4.9'	3' - 4.9'	<u>500</u>	X1	<u>\$500</u>
5' - 6.9'	5' - 6.9'	<u>1200</u>	X1	<u>\$1,200</u>
7' - 8'	7' - 8'	<u>2500</u>	X1	<u>\$2,500</u>
2" Adjustments		<u>275</u>	X220	<u>\$60,500</u>
Water Box Adjustments		<u>150</u>	X220	<u>\$33,000</u>
TOTAL COST				<u>\$148,660</u>

Parcella Enterprises, Inc Wentham, Ma

	<u>Yes</u>	
Bituminous Concrete Repair -FULL DAY	<u>Yes</u>	\$6,965
Bituminous Concrete Repair - Half Day		\$4,850
Cement Concrete Repair -FULL DAY		\$6,375
Cement Concrete Repair - Half Day		\$4,125

1" to 3.9"	1" to 3.9"	<u>220</u>	X 180	<u>\$39,600</u>
4" - 6.9"	4" - 6.9"	<u>220</u>	X2	<u>\$440</u>
7" - 11.9"	7" - 11.9"	<u>275</u>	X2	<u>\$550</u>
1' - 2.9'	1' - 2.9'	<u>800</u>	X1	<u>\$800</u>
3' - 4.9'	3' - 4.9'	<u>1350</u>	X1	<u>\$1,350</u>
5' - 6.9'	5' - 6.9'	<u>1900</u>	X1	<u>\$1,900</u>
7' - 8'	7' - 8'	<u>2200</u>	X1	<u>\$2,200</u>
2" Adjust.		<u>220</u>	X220	<u>\$48,400</u>
WaterBox		<u>185</u>	X220	<u>\$40,700</u>
TOTAL COST				<u>\$135,940</u>

Martinez Road Construction

142 Clarendon St, Fiyhburg, MA

	<u>Yes</u>	
Bituminous Concrete Repair -FULL DAY	<u>Yes</u>	No Bid
Bituminous Concrete Repair - Half Day		No Bid
Cement Concrete Repair -FULL DAY		No Bid
Cement Concrete Repair - Half Day		No Bid

1" to 3.9"	1" to 3.9"	<u>300</u>	X 180	<u>\$54,000</u>
4" - 6.9"	4" - 6.9"	<u>400</u>	X2	<u>\$800</u>
7" - 11.9"	7" - 11.9"	<u>500</u>	X2	<u>\$1,000</u>
1' - 2.9'	1' - 2.9'	<u>700</u>	X1	<u>\$700</u>
3' - 4.9'	3' - 4.9'	<u>1400</u>	X1	<u>\$1,400</u>
5' - 6.9'	5' - 6.9'	<u>2200</u>	X1	<u>\$2,200</u>
7' - 8'	7' - 8'	<u>2975</u>	X1	<u>\$2,975</u>
2" Adjust.		<u>250</u>	X220	<u>\$55,000</u>
WaterBox		<u>150</u>	X220	<u>\$33,000</u>
TOTAL COST				<u>\$151,075</u>

ROADWORK BID RESULTS 2017

North East Roads

679 High Roack Road, Fitchburg, MA 01420

5% Bid Bond received

4 Letter of references received

Yes

Yes

Bituminous Concrete Repair -FULL DAY	\$6,500
Bituminous Concrete Repair - Half Day	\$4,500
Cement Concrete Repair -FULL DAY	\$6,500
Cement Concrete Repair - Half Day	\$4,500

Sewer and Drain Manholes, Catch Basin Adjust

1" to 3.9"	1" to 3.9"	<u>325</u>	X 180	<u>\$58,500</u>
4" - 6.9"	4" - 6.9"	<u>450</u>	X2	<u>\$900</u>
7" - 11.9"	7" - 11.9"	<u>500</u>	X2	<u>\$1,000</u>
1' - 2.9'	1' - 2.9'	<u>800</u>	X1	<u>\$800</u>
3' - 4.9'	3' - 4.9'	<u>1250</u>	X1	<u>\$1,250</u>
5' - 6.9'	5' - 6.9'	<u>1750</u>	X1	<u>\$1,750</u>
7' - 8'	7' - 8'	<u>2450</u>	X1	<u>\$2,450</u>
2" Adjustments		<u>325</u>	X220	<u>\$71,500</u>
Water Box Adjustments		<u>175</u>	X220	<u>\$38,500</u>
TOTAL COST				<u>\$176,650</u>

Blue Diamond Equip

73 East Belcher Rd, Foxboro, MA

Yes

Yes

1" to 3.9"	<u>700</u>	X 180	<u>\$126,000</u>
4" - 6.9"	<u>800</u>	X2	<u>\$1,600</u>
7" - 11.9"	<u>900</u>	X2	<u>\$1,800</u>
1' - 2.9'	<u>2000</u>	X1	<u>\$2,000</u>
3' - 4.9'	<u>2000</u>	X1	<u>\$2,000</u>
5' - 6.9'	<u>4500</u>	X1	<u>\$4,500</u>
7' - 8'	<u>5000</u>	X1	<u>\$5,000</u>
2" Adjust.	<u>700</u>	X220	<u>\$154,000</u>
WaterBox	<u>500</u>	X220	<u>\$110,000</u>
TOTAL COST			<u>\$406,900</u>

J H Lynch & Sons

50 Lynch Place, Cumberland, RI

Yes

Yes

1" to 3.9"	<u>325</u>	X 180	<u>\$58,500</u>
4" - 6.9"	<u>750</u>	X2	<u>\$1,500</u>
7" - 11.9"	<u>1150</u>	X2	<u>\$2,300</u>
1' - 2.9'	<u>1600</u>	X1	<u>\$1,600</u>
3' - 4.9'	<u>3000</u>	X1	<u>\$3,000</u>
5' - 6.9'	<u>12500</u>	X1	<u>\$12,500</u>
7' - 8'	<u>1600</u>	X1	<u>\$16,000</u>
2" Adjust.	<u>325</u>	X220	<u>\$71,500</u>
WaterBox	<u>250</u>	X220	<u>\$55,000</u>
TOTAL COST			<u>\$221,900</u>

EXHIBIT B

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for **(Catch basin and manhole adjustments)** (hereinafter referred to as the "Services"), by and between **Pacella Enterprises, Inc**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 1020, Wrentham, MA 02093 (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, **(Catch basin and manhole adjustments)** and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 24 months from the date of contract execution. With an option at the Town's sole discretion to extend for a third year as specified in the bid form

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall **not exceed \$30,000** (Thirty thousand dollars). Per year, for two years.

ARTICLE 5: PAYMENT

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (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. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G. Submit all Massachusetts Weekly Certified Payroll Report with each Invoice.

ARTICLE 6: NON-PERFORMANCE

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

ARTICLE 7: TERMINATION

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

ARTICLE 8: NOTICE

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

Town of Medway:

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

Contractor:

Pacella Enterprises. Inc.
Nancy Pacella. – Vice President
P. O. Box 1020,
Wrentham, MA 02093

ARTICLE 9. INSURANCE

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

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

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

ARTICLE 10: SUBCONTRACTING OF WORK

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

ARTICLE 11: MATERIALS AND WORKMANSHIP

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

ARTICLE 12: PREVAILING WAGE RATES

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

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 14: GUARANTEE OF WORK

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

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

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

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

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

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

ARTICLE 18: CORPORATE CONTRACTOR

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

ARTICLE 19: GENERAL LAWS

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

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

ARTICLE 20: SCHEDULING AND PENALTIES

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.
- (e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

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

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


CONTRACTOR: Pacella Enterprises Inc.

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

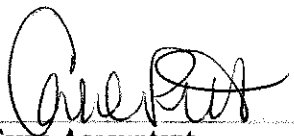
By: 
Nancy M. Pacella

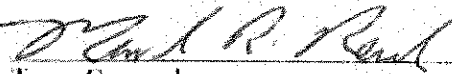
Title: Vice President

Corporate Seal:


Dave Damico – Director
Department of Public Service

DATE Signed: _____


Town Accountant

Approved As To Form

Town Counsel

Dated: 5/4/17

Dated: 5-1-17

Funding Source:

Account: VARIOUS

Exhibit C

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual


Signature Date

Name (please print or type) Social Security Number

Corporate

Pacella Enterprises, Inc.

Corporate Name (please print or type)

 _____
Signature of Corporate Officer Date 3/27/17

Nancy M. Pacella Vice President

Name of Corporate Officer (please print or type) Title

45-4444365

Taxpayer Identification Number

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

Exhibit D

CERTIFICATE AS TO CORPORATE BIDDER

I Nancy M. Pacella

Certify that I am Vice President of the

Corporation named as Bidder in the within Bid Form that Pacella Enterprises, Inc.

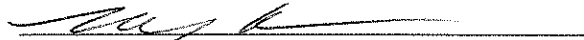
Mary A. Pacella who signed said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)


(Signature)

Vice President
(Title)

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

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Pacella Enterprises, Inc. held on April 21, 2016 it
(Name of Corporation) (Date)

was voted that:

Mary A. Pacella President
(Name) (Officer)

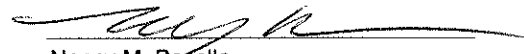
Of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

President under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:



Nancy M. Pacella
Vice President

TITLE:

PLACE OF BUSINESS:

PO Box 1020

Wrentham, Ma 02093

DATE OF THIS CONTRACT:

March 27, 2017

I hereby certify that I am the clerk of the Pacella Enterprises, Inc.
(Name of Corporation)

And that Mary A. Pacella is duly elected President
(NAME) (POSITION)

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

Mary A Pacella
(CLERK) Mary A. Pacella, Secretary

CORPORATE SEAL:



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

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

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Pacella Enterprises, Inc.

Name of Business (please type or print)

Exhibit G

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

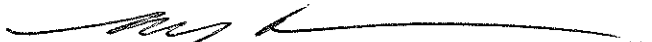
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

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

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

COMPLETE AND SIGN BELOW:


Authorized Person's Signature

3/27/17
Date

Nancy M. Pacella, Vice President
Print Name & Title of Signatory

Pacella Enterprises, Inc.
Name of Contractor

PERFORMANCE BOND

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

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

United States Surety Company of Timonium, State of Maryland
(Surety) (City & State)

hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called
"Owner", in the penal sum of
Thirty Thousand and 00/100 Dollars
(\$ 30,000) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20____ (the
"Construction Contract"), for the construction described as follows: _____
Catch basin and manhole adjustments.

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the
Owner has declared the Principal in default of the Construction Contract or any provision thereof
or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute
the work consistent with, and in conformance to, the Construction Contract (collectively referred
to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by
the Owner. The Owner need not terminate the Construction Contract to declare a Contractor
Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the
consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for
the Principal to perform and complete the work of the Construction Contract; (2) arrange for a
contractor other than the Principal to perform and complete the work of the Construction
Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for
all costs and expenses incurred by the Owner in performing and completing the work of the

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Pacella Enterprises, Inc.
Principal

[Signature]
(Principal/Secretary)

By [Signature]
Witness

4 Thompson Road

Foxboro, MA 02035
(Address-Zip Code)

[Signature] (SEAL)

Witness as to Principal
4 Thompson Road

Foxboro, MA 02035
(Address-Zip Code)

ATTEST:

United States Surety Company
Surety

[Signature]
(Attorney-in-Fact) Laurie Rothwell

By [Signature]
Witness

c/o Alliant Insurance Services, Inc.

131 Oliver Street, 4th Floor, Boston, MA 02110
(Address-Zip Code)

[Signature] (SEAL)

Witness as to Surety
c/o Alliant Insurance Services, Inc.

131 Oliver Street, 4th Floor, Boston, MA 02110
(Address-Zip Code)

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Pacella Enterprises, Inc.

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

hereinafter called "Principal" and United States Surety Company of Timonium,
(Surety)

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

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of Thirty Thousand and 00/100 Dollars

(\$ 30,000) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows: Catch basin and manhole adjustments

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

United States Surety Company

Surety

Laurie Rothwell
(Attorney-in-Fact) Laurie Rothwell

c/o Alliant Insurance Services, Inc.

131 Oliver Street, 4th Floor, Boston, MA 02110

(Address-Zip Code)

Witness as to Surety

c/o Alliant Insurance Services, Inc.

131 Oliver Street, 4th Floor, Boston, MA 02110

(Address-Zip Code)

By

Mitchell

Witness

ATTEST:

Principal

[Signature]
(Principal Secretary)

Pacella Enterprises, Inc.

4 Thompson Road

Foxboro, MA 02035

(Address-Zip Code)

(SEAL)

[Signature]

Witness as to Principal

4 Thompson Road

(SEAL)

Foxboro, MA 02035

(Address-Zip Code)

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

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively the "Companies"), do by these presents make, constitute and appoint:

**Michael J. Cusack, John J. Gambino, Donald H. McCarter, Nicholas Labbe, Jean M. Feeney, Sandra C. Lopes,
John DeChiaro, Laurie Rothwell, Nicole Roy, Sylvanna Geha**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

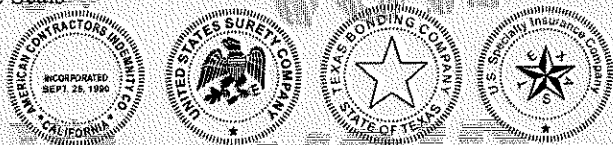
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

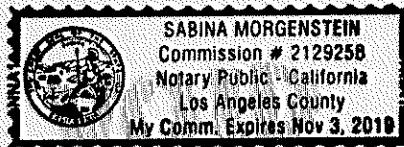
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

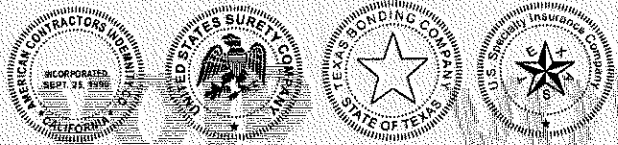
Signature *[Signature]* (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____, _____.

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. _____
Agency No. 12291



CERTIFICATE OF LIABILITY INSURANCE

PACEL-2

OP ID: LK

DATE (MM/DD/YYYY)

03/30/2017

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 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 DeSanctis Insurance Agcy, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME:		
	PHONE (A/C, No, Ext): 781-935-8480	FAX (A/C, No): 781-933-5645	
INSURED Pacella Enterprises, Inc. P.O. Box 1020 Wrentham, MA 02093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Insurance Cos.		23043
	INSURER B: National Union Fire Ins. Co PA		19945
	INSURER C:		
	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS57879187	03/09/2017	03/09/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS57879187	03/09/2017	03/09/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57879187	03/09/2017	03/09/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWO55422085 MA	03/09/2017	03/09/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Excess Umbrella			BE020689944	03/09/2017	03/09/2018	Aggregate Occur	5,000,000 5,000,000

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

"ADDITIONAL INSURED LIMITS ARE NO GREATER THAN REQUIRED BY WRITTEN CONTRACT"
 The Town of Medway - DPS is named as Additional Insured with respects to general, Auto and Excess(Umbrella) Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

MEDWA-5

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. NON-OWNED AIRCRAFT

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

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

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

B. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Any one premise:

(1) While rented to you; or

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

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

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

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

E. MEDICAL PAYMENTS EXTENSION

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

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

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

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

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

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

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

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

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

However:

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

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

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

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

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

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

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

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

This insurance does not apply to:

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

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

d. "Bodily injury" or "property damage" occurring after:

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

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

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

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

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

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

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

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

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

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

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

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

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

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

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

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

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

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

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

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

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

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

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

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

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

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

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

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

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

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

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

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

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

N. LIBERALIZATION CLAUSE

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

O. BODILY INJURY REDEFINED

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

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

P. EXTENDED PROPERTY DAMAGE

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

a. Expected Or Intended Injury

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":
1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
 2. Included in the "products-completed operations hazard".

However:

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

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

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

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

This insurance does not apply to:

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

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

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

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

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

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

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

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

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

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

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

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

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

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

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

AGENDA

ITEM #4

Approval – Contract with Stumpy’s Tree Service for Tree Maintenance Services – \$25,470

Associated backup materials attached:

- Memo from Dave D’Amico, DPS Director
- Bid results
- Contract

Proposed Motion:

I move that the Board authorize the Chairman to execute a contract with Stumpy’s Tree Service for tree maintenance services in an amount not to exceed \$25,470.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: David D'Amico, Director | Department of Public Services
Date: May 15, 2017
RE: **Stumpy's Tree Service – Tree removal contract for one year**

Please find attached three (3) copies of a contract for **Stumpy's Tree Service – tree removal**

Contract provides for labor and material to perform tree removal, tree trimming, tree chipping and disposal for one year contract.

Total contract amount not to exceed \$25,470

Bid opening results based on hourly rate:

	Standard crew at 9 times a year, plus crane crew 3 times a year
	TOTAL
Stumpy's Tree	\$25,470
Tree Tech	\$32,406
Maltby	\$33,900
Northern tree	\$39,300

We greatly appreciate your consideration of this issue.

Tree Bid results 2017

Preliminary Bid Results

	Standard Crew for 9 days & Crane crew for 3 days	Standard Crew Half day	Overtime Hourly	Tree Climber	Laborer	Bucket truck	Wood chipper	Crane	Log Truck w/ grapple	Log Truck w/ Skid Steer	Log Disposal	% Rate
Stumpy's	25,470.00	1,400.00	350.00	160	120	145	140	175	140	220	600	0
Tree Tech	32,406.00	1,227.00	172.00	122	122	50	50	250	225	225	1	2
Maltby	33,900.00	825.00	165.00	120	100	120	100	325	100	250	180	3
Northern Tree	39,300.00	1,200.00	345.00	82	82	55	50	225	155	365	400	1.5

Exhibit A

AGREEMENT BETWEEN TOWN AND CONTRACTOR

This Agreement shall be effective as of the date it becomes fully executed by all parties hereto for **Tree Maintenance Services**, (hereinafter referred to as the "Services"), by and between Stumpy's Tree Service, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 190 Front Street, Ashland, MA 01721, (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) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents,(Tree Maintenance Services) and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This service agreement is effective as of the date of execution by all parties and shall remain in effect for 12 months from the date of execution. With an option at the Town's sole discretion to extend for a second year as specified in the bid form.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$ 25,470 (Twenty five thousand, four hundred seventy dollars). Per year.

ARTICLE 5: PAYMENT

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (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. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.
- (c) The CONTRACTOR shall submit all Massachusetts Weekly Certified Payroll Reports with each Invoice.

ARTICLE 6: NON-PERFORMANCE

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

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) 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) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

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

Town of Medway:

Dave Damico, DPS Director
Department of Public Service
45B Holliston Street (door #9) Middle School
Medway, MA 02053

Contractor:

Stumpy's Tree Service
James Jakobsen
190 Front Street
Ashland, MA 01721

ARTICLE 9. INSURANCE

- a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. **The Contractor shall provide a copy of additional insured 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.
- c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- d) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person,

firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the 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: GUARANTEE OF WORK

- (a) If, upon completion of any work release, 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 Contract, 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 13: PERFORMANCE AND PAYMENT BONDS

- (a) The CONTRACTOR not required to furnish Performance Bond.
- (b) The CONTRACTOR shall furnish a Payment Bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the fifty percent amount (50%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

ARTICLE 14: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract 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 there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 15: 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 16: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G.L.c. 62C, Section 49A, CONTRACTOR certifies under the penalties of perjury that, to the best of the CONTRACTOR's knowledge and belief, 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 17: 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 18: 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 19: GENERAL LAWS

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

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

ARTICLE 20: SCHEDULING AND PENALTIES

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.
- (e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

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

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

CONTRACTOR: STUMPY'S TREE SERVICE

TOWN OF MEDWAY
By its Board of Selectmen

By: James Jakobsen

Title: Treasurer

Corporate Seal:



Dave Damico - Director
Department of Public Service

DATE Signed _____



Town Accountant

Dated: 5/9/17

Approved As To Form



Town Counsel

Dated: 5-4-17

Funding Source:

Account: VARIOUS

Exhibit C

**CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

James Jak	3/10/17
Signature	Date

James Jakobsen	015-70-4183
Name (please print or type)	Social Security Number

Corporate

Stumpy's Tree Service
Corporate Name (please print or type)

James Jak	3/10/17
Signature of Corporate Officer	Date

James Jakobsen	Treasurer
Name of Corporate Officer (please print or type)	Title

04-2955924
Taxpayer Identification Number

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

Exhibit D

CERTIFICATE AS TO CORPORATE BIDDER

I James Jakobsen

Certify that I am Treasurer of the

Corporation named as Bidder in the within Bid Form that Martin Jakobsen


who signed said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)


(Signature)

President
(Title)

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

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Stumpy's held on 3/10/17 it
(Name of Corporation) (Date)

was voted that:

Martin Jakobsen President
(Name) (Officer)

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

Martin Jakobsen under seal of the company,
(Officer) President

Shall be valid and binding upon this company.

A true copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

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

And that _____ is duly elected _____
(NAME) (POSITION)

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

(CLERK)

CORPORATE SEAL:



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

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

CERTIFICATE OF NON-COLLUSION

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

James Jakobson

Signature of individual submitting bid or proposal

Stump's Tree Service

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

Jan Jan

Date *3/10/17*

Print Name & Title of Signatory

Treasurer, James Jakobson

Name of Contractor

Stumpy's Tree Service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2017

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 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 McSweeney & Ricci Insurance Agency, Inc. 420 Washington Street Braintree MA 02185	CONTACT NAME: PHONE (A/C, No, Ext): 781-848-8600 FAX (A/C, No): 781-843-8807 E-MAIL: ADDRESS: mrireception@mcsweeneyricci.com	
	INSURED STUMP-2 Stumpy's Tree Service Inc 190 Front Street Suite 201 Ashland MA 01721	INSURER(S) AFFORDING COVERAGE INSURER A : Nova Casualty Insurance Co INSURER B : Acadia Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 31325

COVERAGES CERTIFICATE NUMBER: 1917391615 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input 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			ARBML1000016101	7/10/2016	7/10/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ARBAU1000000601	7/10/2016	7/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ARBUM1000004401	7/10/2016	7/10/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
A	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 checked="" type="checkbox"/> N N/A			ARBWK00110282	7/10/2016	7/10/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
B	Inland Marine			CIM5136040	7/10/2016	7/10/2017	Scheduled Equipment As Listed Leased/Rented Equip \$500,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Town of Medway is an additional insured on the Commercial General Liability and Auto Liability policy for ongoing operations only where required by written contract or agreement but only for acts of negligence by the named insured in the performance of the contract obligations.

CERTIFICATE HOLDER

CANCELLATION

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

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
Tommy A. Holder

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

Stumpy's Tree Service, Inc. a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Capitol Indemnity Corporation of P.O. Box 5900,
(Surety)

State of Madison, WI hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of Twelve Thousand Seven Hundred Thirty Five and no/100 Dollars (\$ 12,735.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2017, for the construction described as follows:

Tree Maintenance

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

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

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

IN WITNESS WHEREOF, this instrument is executed in One (1) counterparts, each one of which shall be deemed an original. this the _____ day of _____, 2017.

ATTEST:

Capitol Indemnity Corporation

Surety



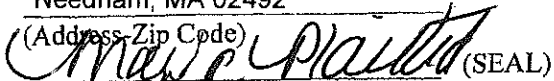
By _____

(Attorney-in-Fact) Mark D. Leskanic

945 Great Plain Ave., Ste 15

Needham, MA 02492

(Address-Zip Code)



(SEAL)

Witness as to Surety

945 Great Plain Ave., Ste 15

Needham, MA 02492

(Address-Zip Code)

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

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60122935

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

-----MARK D. LESKANIC, MATTHEW LESKANIC-----

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

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

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

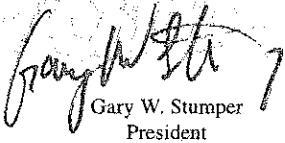
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and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

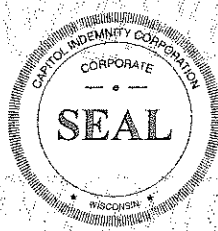
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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


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

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



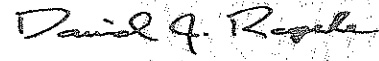
CAPITOL INDEMNITY CORPORATION


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

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




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

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

CERTIFICATE

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

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 2015.




Antonio Celi
Secretary

AGENDA

ITEM #5

Notice of Grant Award – Sustainable Materials Recovery Program Grant - \$7,000

Associated backup materials attached:

- Notice of Grant Award
- Contract

Proposed Motion:

I move that the Board accept the sustainable materials recovery program grant, authorize the Town Administrator to execute the associated grant program contract, and authorize its expenditure in an amount not to exceed \$7,000.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 5/11/2017

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: David D'Amico

NAME OF GRANT: Sustainable Materials Recovery Program

GRANTOR: MA DEP

GRANT AMOUNT: Varies ~ \$7,000 per year

GRANT PERIOD: Date of execution to 06/30/2022

SCOPE OF GRANT/
ITEMS FUNDED Used to aid communities in technical assistance, equipment, and the support of
efforts in waste and toxicity reduction, air quality, climate protection/adaptation and
resilience, sustainable development, and water conservation and quality.
Encompasses a variety of grant. Recently used for recycling carts, recycling
program, and compost bins.

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? No.

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

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

ANY OTHER EXPOSURE TO TOWN?
No.

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: No.

APPROVAL SIGNATURES _____

DATE _____

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Medway (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Environmental Protection MMARS Department Code: EQE
Legal Address: (W-9, W-4,T&C) 155 Village Street, Medway, MA 02053	Business Mailing Address: 1 Winter Street Boston, MA 02108
Contract Manager: David D'Amico	Billing Address (if different):
E-Mail: ddamico@townofmedway.org	Contract Manager: Winifred Prendergast
Phone: 508-533-7824 Fax: 508-321-4985	E-Mail: Winifred.Prendergast@state.ma.us
Contractor Vendor Code: VC6000191877	Phone: 617-292-5596 Fax: 617-292-5832
Vendor Code Address ID (e.g. "AD001"): AD 0001 (Note: The Address ID Must be set up for EFT payments.)	MMARS Doc ID(s): EQE PO 2GHIJ
	RFR/Procurement or Other ID Number: GRANT

<p style="text-align: center;"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

For Sustainable Materials Recovery Program and other solicitations for proposals that the Department may issue for grants to municipalities and other governmental entities for technical assistance, equipment and the support of efforts in waste and toxicity reduction, air quality, climate protection/adaptation and resilience, sustainable development and water conservation and quality. Execution of this contract does not guarantee that an award will be made to the signatory entity.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

2. may be incurred as of _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

3. were incurred as of _____, 20____, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 6/30/2022, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Michael Boynton

Print Title: Town Administrator

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Bawa Wavezwa

Print Title: Dir.COM Fisca Management Division

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HF" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Michael Boynton	Town Administrator
Carol Pratt	Finance Director
David D'Amico	DPS Director
Barry Smith	DPS Deputy Director

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Town Administrator Telephone: 508-533-3264

Fax: 508-321-4988 Email: mboynton@townofmedway.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

AGENDA

ITEM #6

Approval - Reappointment of KP Law as Town Counsel for Three Year Term: Approval - Rate Increase

Associated backup materials attached:

- Correspondence from Town Counsel

Proposed Motions:

1. I move that the Board re-appoint KP Law as Town Counsel for a three year term.
2. I move that the Board approve the hourly rate increase from \$195 per hour to \$200 per hour for FY18 and FY19, and from \$200 per hour to \$205 per hour for FY20.

April 20, 2017

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

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

Re: Town Counsel Services

Dear Members of the Board of Selectmen:

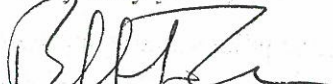
I am writing to request that the Board of Selectmen re-appoint KP Law as Town Counsel for another year commencing on July 1, 2017. We are also open to a three-year appointment if the Board prefers. We have successfully transitioned from the Town's former firm, and have provided the Town with timely, efficient and accurate legal advice, as well as defending claims against the Town. The team of attorneys we have assembled to provide legal services to Medway, including myself, Mark Reich, and Lee Smith, has provided excellent advice and support. I want to thank you again for your confidence in me and KP Law to provide the Town's legal services.

As you may recall, when you appointed KP Law as Town Counsel, we agreed to decrease the existing hourly attorney billing rate to a blended hourly billing rate of \$185.00 per hour. This was a substantial savings to the Town, since formerly the rate was between \$200 and \$230 per hour. The hourly rate was increased to \$195 per hour effective July 1, 2016. According to the three-year contract with prior town counsel, the billing rates for Fiscal Year 2017 would have ranged from \$205 - \$235 per hour. For Fiscal Year 2018, we are requesting another increase of \$5.00 per hour to \$200 per hour effective July 1, 2017. This hourly rate is competitive with other municipal law firms and still below the rates previously being charged. We propose that the retainer amount remain the same for Fiscal Year 2018. If you would like to discuss a three-year appointment, we would request the following:

	<u>Hourly</u>	<u>Retainer</u>
Fiscal Year 2018:	\$200	\$65,000
Fiscal Year 2019:	\$200	\$70,000
Fiscal Year 2020:	\$205	\$70,000

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

Very truly yours,



Barbara J. Saint André

BJS/smm

cc: Town Administrator
580181/90001/0005

AGENDA

ITEM #7

Grant Expenditure Authorization– Student Awareness of Fire Education (SAFE) Grant - \$4,066

Associated backup materials attached:

- Correspondence from Governor Charlie Baker
- Notice of grant award

Proposed motion:

I move that the Board authorize the expenditure of the SAFE Grant to purchase smoke detectors, carbon monoxide detectors, for associated labor costs, and for student and senior citizen fire education in an amount not to exceed \$4,566.



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617)725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

January 27, 2017

Chief Jeffrey P. Lynch
Medway Fire Department
44 Milford Street
Medway, MA 02053

Dear Chief Lynch:

Congratulations! We are pleased to inform you that the Medway Fire Department has been awarded \$1,970.00 for Student Awareness of Fire Education (S.A.F.E.) and \$2,596.00 for Senior SAFE grants. We look forward to working with you and your community on this public fire and life safety initiative.

Additional correspondence, including all the necessary documents needed to execute this award will be provided by the Executive Office of Public Safety and Security, Department of Fire Services within the next two weeks.

Feel free to contact Cynthia Ouellette at cynthia.ouellette@state.ma.us if you have any questions.

Sincerely,

Handwritten signatures of Governor Charles D. Baker and Lieutenant Governor Karyn E. Polito.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Fire DATE: 4/20/2017

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Jeffrey Lynch

NAME OF GRANT: 2017 S.A.F.E. Grant

GRANTOR: Dept. of Fire Services

GRANT AMOUNT: \$4,566.00

GRANT PERIOD: 2/23/2017-6/30/2023

SCOPE OF GRANT/
ITEMS FUNDED Student and Senior Citizen Awareness of Fire Education;
Fire Safety Supplies
Smoke detectors & Carbon Monoxide Detectors for Seniors
Labor Costs

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO TOWN?
no

BOARD OF SELECTMEN:

ACTION DATE _____

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Michael E. Boynton	Town Administrator
Jeffrey Lynch	Fire Chief

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 2/23/17

Title: Town Administrator Telephone: (508) 321-4931

Fax: Email: mboynton@townofhudson.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Medway / Medway Fire Department (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS
Legal Address: (W-9, W-4, T&C): 155 Village Street, Medway, MA 02053-1147	Business Mailing Address: State Road, P.O. Box 1025, Stow, MA 01775
Contract Manager: Jeffrey P. Lynch	Billing Address (if different):
E-Mail: jlynch@townofmedway.org	Contract Manager: David Clemons
Phone: 508-533-3213 Fax: 508-533-3254	E-Mail: David.Clemons@state.ma.us
Contractor Vendor Code: VC6000191877	Phone: 978-567-3179 Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: SAFEGRANT
<p style="text-align: center;"><u> x </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ _____	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) SAFEGRANT. This contract is for grant funds from the Student Awareness of Fire Education (S.A.F.E.) Grant program administered by the Department of Fire Services.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Michael E. Boynton</u> Date: <u>2/23/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael E. Boynton</u> Print Title: <u>Team Administrator</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____

AGENDA

ITEM #8

Special Event Permits –

- a. **Braking AIDS Ride – September 8, 2017**
- b. **Monster Mash 5K – October 28, 2017**
- c. **Turkey Trot – November 23, 2017**

Associated backup materials attached:

- Event requests
- Police Chief's Recommendations

Proposed motion:

I move that the Board approve special event permits for the Braking AIDS Ride on September 8, 2017, the Monster Mash 5K on October 28, 2017 and the Turkey Trot on November 23, 2017 subject to Police Chief's recommendations.



April 21, 2017

John Foresto
Chairman, Board of Selectmen
155 Village Street
Medway, MA 02053

Dear Mr. Crowley,

I am writing to request permission again this year for BRAKING AIDS® Ride to travel through your jurisdiction on Friday, September 8, 2017 from 8:15 am to 9:45 am. We are also notifying Chief Allen Tingley of the Medway Police Department.

BRAKING AIDS® Ride is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City and with offices around the country. Approximately 125 riders will come together to raise money and awareness to fight a disease that affects millions of Americans each year, including many right here in our area.

BRAKING AIDS® Ride is a fully-supported ride, not a race, with people of all ages, shapes, and sizes riding at their own pace.

I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Please feel free to call me at 212.989.1111 or e-mail at elatainer@globalimpactpro.com to discuss this request. We look forward to partnering with you to make a difference in the fight against AIDS in our community.

Sincerely,

Emilie Latainer
Production Coordinator
BRAKING AIDS® Ride

BRAKING AIDS® Ride - Route Cues 2017

Day 1

Segment Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough
0.1	19.4	Bear Left	Onto Mill Street at Stop Sign		
1.0	20.4	Cross	Hollis Street onto Fiske Street at stop sign		Holliston
1.8	22.2	Bear Right	Onto Central Street at stop sign - Unmarked		
0.3	22.5	Left	Onto Franklin Street		
0.2	22.7	Bear Left	Onto Norfolk Street	Moto Safety	
0.8	23.5	Right	Onto Stoddard Park Road		
0.1	23.6	Right	Into Stoddard Park/Lake Winthrop - Oasis 2		
	23.6	Return	Onto Stoddard Park Road - short climb		
0.1	23.7	Right	Onto Norfolk Street at stop sign. Becomes Holliston Street		
0.7	24.4	Right	Onto Hill Street (easy to miss)	Norfolk County	Medway
0.9	25.3	Right	Onto Winthrop Street	Middlesex County	
1.2	26.5	Left	Onto Washington Street at light	Moto Safety	Holliston
0.2	26.7	Right	Onto Underwood Street		
1.2	27.9	Bear Right	To avoid Kim Place		
0.1	28.0	Left	Onto Chamberlain Street at stop sign - Unmarked		
0.1	28.1	Left	Onto Andrew Lane		
0.3	28.4	Left	Onto Gorwin Drive		
0.6	29.0	Right	Onto Marshall Street at stop sign - Unmarked		
0.4	29.4	Left	Onto Hanlon Road		
0.7	30.1	Bear Right	To avoid Adams Street (unmarked?) - begin climb		
0.9	31.0	Left	Onto Route 85	Moto Safety	Milford



Notification and Approval of Event

Our jurisdiction has been notified in writing that BRAKING AIDS® Ride will be taking place on September 8, 2017. We are aware that approximately 125 bicyclists will be participating. They will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

Estimated Time of Arrival: September 8, 2017: 8:15 am – 9:45 am

****Please make any corrections to the information below**

Name: John Foresto, Chairman
Organization: Town of Medway, Board of Selectmen
Address: 155 Village Street, Medway, MA 02053
Phone: 508-533-3264
Fax: 508-321-4988
Email: bos@townofmedway.org
Signature: _____

Contact Name & Numbers

Please provide a contact name and numbers for an individual who will be on-duty during the actual event. They will serve as contact in case of emergency.

Name: _____
Phone: _____
Cell: _____ (24 Hour Contact Number)

Please return to:

Emilie Latainer
Production Coordinator
BRAKING AIDS® Ride
127 West 26th Street, Suite 402
New York, NY 10001
FAX to: 212.807.1853
Or e-mail to:
elatainer@globalimpactpro.com

<u>For Office Use Only</u>
Date Rec'd:



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

April 27, 2017

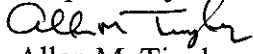
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Braking AIDS bike ride

I have reviewed the bicycle route mapped out for the Braking AIDS Ride, scheduled for September 8, 2017. I would approve of the issuing of the permit for this bicycle ride with the stipulation that one detail officers be hired by the organization, to assure the safety of the bicyclists and the movement of traffic during the bicycle ride. The detail officer would be stationed at the intersections of Hill and Holliston Street to assist the bicycle riders through this heavily traveled intersection, between the hours of 8:15AM to 9:45AM.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

Lindsey Rockwood

From: O'Neill, Margaret <[REDACTED]>
Sent: Wednesday, April 26, 2017 3:34 PM
To: Lindsey Rockwood
Subject: 3rd Annual Shamrock Shuffle

Hi Lindsey,

I wanted to request Saturday October 28th, 2017 as our 3rd annual Monster Mash 1 mile and 5 k road race. It is the same course as last year and same as Turkey Trot and Shamrock Shuffle. Starts behind high school on adams street down to left on Winthrop st and then left on loving and then left on longmeadow and left on summer st and left on adams to end. We will get the required police details and notify the high school also. This 5k is put on by the Medway Youth Football and Cheer program. Thank you for your help. It will start around 8 am and be done by 10:30.

Maggie O'Neill PHR, SHRM-CP
[REDACTED]

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 27, 2017

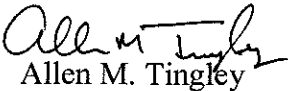
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Monster Mash

I have reviewed the running route, mapped out for the 3rd annual Monster Mash road race scheduled for October 28, 2017. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race. The two detail officers would be used to control the traffic in front of the runners and behind the runners during the race.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

Allison Potter

From: [REDACTED]
Sent: Wednesday, April 19, 2017 10:06 AM
To: Allison Potter
Subject: Medway turkey trot request

Dear Allison,

This e-mail is to request approval from the town of Medway to hold a the seventh annual Medway Turkey Trot 5K (3.1 mile) road race on Thanksgiving morning, Thursday November 23, 2017.

The organizers are very proud to have built a well-received community event these past several years, and look forward to continuing the tradition. A recap of last years' race follows:

- Just over 1,300 runners and volunteers participated, over 50% of which were from Medway
- The race began promptly at 7:30, and the premises were vacated by 9:00 am. The majority of participants were off the high school property by 8:30. We transitioned smoothly to incoming parking for the Thanksgiving game -- which will be held in Millis in 2017.
- Parking lot was well staffed with volunteers and traffic flow was good beginning and end. Some runners did utilize the adjoining neighborhood for parking.
- The school gym was utilized for registration and warm-ups, and will be utilized going forward.

Other background and details are as follows:

- The sponsoring organization, Medway Turkey Trot, is a "Community Organization" and is a 501 (c) 3 status. The organization members are listed below.
- The next race will be held Thursday November 23th, 2017. Start time is 7:30am, and time allotted including set-up and cleanup will be 5:45am to approximately 9:15am, with runners - and all but a few vehicles - vacating by 8:30.
- The race will begin and end on Adams Street behind Medway High School. The parking lot will be utilized for runner and volunteer parking, and registration will be held in the gym. Runners will access the course through the Adams Street access road.
- The course will be the same. Runners will begin on Adams and proceed to Winthrop, go left to Lovering, left onto Longmeadow, left onto Summer and left on Adams back to the HS access road. All turns were manned by police detail and/or volunteers and the course was well marked with temporary signage.
- In addition to morning of registration, we will hold pre-race registration and number pick up the weekend prior to the race at the High School.
- Participation will be weather dependent, but expectations are again for a range of 1,200 participants including volunteers.

Thank you for your assistance and your consideration.

Respectfully Submitted,

David Consigli

Charles Dwyer

Steve Houde

David Lorenzen

Charles Wright

Chuck Dwyer

Senior Vice President – Team Leader

Middlesex Savings Bank


Commercial Banking Group

6 Main Street MO2-02, Natick MA 01760

Telephone: (508)-599-5935 Cell: (774)-270-2471

Fax: (508)-652-9109

E-mail: cdwyer@middlesexbank.com

 Please consider the environment before printing this email.

NOTICE:

The message above is intended solely for the addressee and may be privileged, confidential or otherwise exempt from disclosure, and does not form a contract. If you are not the addressee, or the employee or agent responsible for delivering the message to the addressee, then you are notified that any dissemination or copying of this message or any attachment is prohibited. If you have received this message in error, then please notify us immediately at the email address above. Thank you.



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

April 19, 2017

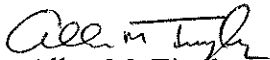
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Medway Turkey Trot

I have reviewed the running route, mapped out for the Medway Turkey Trot 5K road race scheduled for November 23, 2017. I would approve of the issuing of the permit with the stipulation that four detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race. The four detail officers would be used to control the traffic in front of the runners and behind the runners during the race, along with briefly closing down sections of Winthrop Street and Lovering Street, due to the large number of runners.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #9

Banner Display Request – Medway Youth Football & Cheer

Associated backup materials attached:

- Banner display request

Proposed motion:

I move that the Board approve the banner display request for Medway Youth Football & Cheer.

**TOWN OF MEDWAY
Banner Display Request**

Organization Name: MEDWAY YOUTH FOOTBALL & CHEER
 Event for which banner is displayed: REGISTRATION EVENT
 Date(s) of event: NOW THRU JULY
 Dates Requested (max. 2 weeks): MAY 21 - JUNE 4 Flexible
 Applicant Name/Responsible Party: AILEEN CRESPI
 Address/Telephone: [REDACTED]
 Email Address: [REDACTED]

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment: BANNER WAS APPROVED BY TOWN IN 2016
1. Fee of \$60 is due within seven (7) days of booking and prior to the banner display (see policy for exception). Checks should be made payable to the Town of Medway .
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall or Fire Station between seven (7) and two (2) days prior to the scheduled display.
4. Banner will be displayed as permitted herein, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall or Fire Station within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet and a Minimum of 24" high.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request

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

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

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

AGENDA

ITEM #10

Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead

- d. Alexandra Kerr – May 27, 2017
- e. Sarah Mowry – June 16, 2017
- f. Traci McKenna- June 18, 2017
- g. John & Jennifer Carter – June 24, 2017
- h. Jamie Finazzo – August 12, 2017

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed motion:

I move that the Board approve one day liquor licenses for Alexandra Kerr, Sarah Mowry, Traci McKenna, John & Jennifer Carter and Jamie Finazzo for their events to be held at Thayer Homestead on May 27, June 16, June 18, June 24, and August 12, 2017 subject to Police Chief's recommendations and proof of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt

Event Bridal Shower

Name of Organization/Applicant Alexandra Kerr

Address

FID#

Phone () _____ Fax () _____ Email _____

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 5/27/17

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

Is event open to the general public? Y _____ N

Estimated attendance 30-35

Will there be an age restriction? Y _____ N

Minimum age allowed:

How, where and by whom will ID's be checked? if needed, IDs will be checked
by this applicant. only 2 minors will be in attendance

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

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

Provisions for Security, Detail Officer _____

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

Experience previous Bartending Experience

The following may be required:

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

Date of Application 5/5/17

Applicant's Signature [Signature]

Applicant's Name _____

Address 41

Phone (508)

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

May 8, 2017

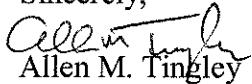
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Alexandra Kerr for a one day wine and malt license for a bridal shower, to be held at the Thayer House, May 27, 2017. I approve of the issuance of this one day alcohol license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street. A responsible adult, with some knowledge of Mass alcohol laws will be checking ID's of individuals served alcohol at this event.

Sincerely,


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol Wine and Malt

Event Wedding

Name of Organization/Applicant Sarah Mowry

Address

FID#

Phone

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer Homestead 28 Oak St Medway ma

Event Date 6/16/17

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

Is event open to the general public? Y N

Estimated attendance 100

Will there be an age restriction? Y N

Minimum age allowed:

Most over 21
2 Bro Kids 16 + 12
A Brother + Sister

How, where and by whom will ID's be checked? Parents + ~~family~~ family



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

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

Provisions for Security, Detail Officer NA

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

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

Date of Application 2/24/17
Applicant's Signature *Sarah Mowry*
Applicant's Name Sarah Mowry
Address 13 
Phone 

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

March 28, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for the wedding reception scheduled for June 16, 2017 at the Thayer House.

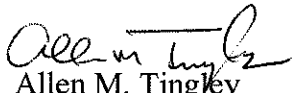
I approve of the issuing of the permits with the following condition.

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 and alcoholic beverages will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license.

A responsible adult with some knowledge of Mass Liquor laws will be checking ID'S of all individuals being served alcoholic beverages at this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt

Event Graduation Party

Name of Organization/Applicant Traci McKenna

Address _____

FID# _____

Phone (_____) _____

Non-Profit Organization Y _____ N _____

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date June 18, 2017

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

Is event open to the general public? Y _____ N

Estimated attendance 50-75

Will there be an age restriction? Y _____ N _____

Minimum age allowed:

How, where and by whom will ID's be checked? N/A

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

N/A

Provisions for Security, Detail Officer _____

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

Experience _____

The following may be required:

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

Date of Application May 9, 2017

Applicant's Signature Traci McKenna

Applicant's Name Traci McKenna

Address _____
Phone _____

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

May 9, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Mckenna Graduation party

I have reviewed the request from Traci Mckenna for a one day liquor license (wine and Malt) for a graduation party, to be held at the Thayer House, 2B Oak Street, on June 18, 2017.

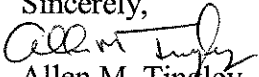
I approve of the issuance of this one day liquor license with the stipulation:

The alcoholic beverages served at the party will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

A responsible adult, with some knowledge of Mass Liquor Laws will be checking ID's of all individuals served beer and wine at this event.

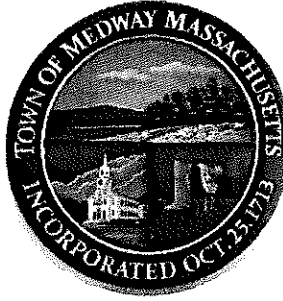
There will be no on-street parking on either side of Mechanic Street and Oak Street. Additional parking may be found at the Choate Park Complex and in the rear parking lot off of Winthrop Street.

Sincerely,


Allen M. Tingley
Chief of Police

Board of Selectmen

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



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol Wine and Malt

Event Wedding Reception Event Date June 24, 2017

Name of Organization/Applicant John and Jennifer Carter

Address [REDACTED]
Phone # [REDACTED]

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

Event Location Thayer Homestead

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

Is event open to the general public? Y N Estimated attendance approx. 100 ppl

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

How, where and by whom will ID's be checked? All family and friends so we know the ages + adults are all 30+ ; children are all very young

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

Alcohol server(s) (Attach Proof of Alcohol Server Training) None

Provisions for Security or Detail Officer None

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

Experience Read on internet

The following may be required:

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

Applicant's Signature Jennifer Carter Date of Application 4/4/2017

Applicant's Name (Please Print) Jennifer Carter

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 8, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for a wedding reception scheduled for June 24, 2017 at the Thayer House.

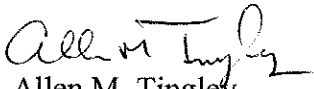
I approve of the issuing of the permits with the following condition.

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 and alcoholic beverages will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license.

A responsible adult with some knowledge of Mass Liquor laws will be checking ID'S of all individuals being served alcoholic beverages at this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt

Event SURPRISE 60TH BIRTHDAY PARTY

Name of Organization/Applicant JAMIE FINAZZO

Address _____
FID# _____
Phone 77 _____

Non-Profit Organization Y _____ N _____

Attach non-profit certificate of exemption

Event Location THAYER HOMESTEAD

Event Date 8.12.2017

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

Is event open to the general public? Y _____ N

Estimated attendance 70 (MAX)

Will there be an age restriction? Y _____ N

Minimum age allowed:

ALL ADULTS WITH THE EXCEPTION OF A FEW TODDLERS (21+)

How, where and by whom will ID's be checked? AT DOOR OF EVENT

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training _____

Provisions for Security, Detail Officer _____

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

Experience _____

The following may be required:

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

Date of Application 8-8-17 

Applicant's Signature Jamie Finazzo

Applicant's Name JAMIE FINAZZO
Address 
Phone 

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

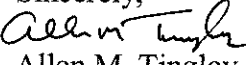
April 28, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Surprise 60th Birthday Party

I have reviewed the request from Jamie Finazzo for a one day wine and malt license for a 60th birthday party, to be held at the Thayer House, 2B Oak Street, on August 12, 2017. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt are purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult, with some knowledge of Mass. Liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

Allen M. Tingley
Chief of Police

AGENDA

ITEM #11

Action Items from Previous Meeting

Associated backup materials attached:

- Action Items List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	10/17/2016	Benches at memorial park across from Police Station	TA/DPS	
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	

AGENDA

ITEM #12

Approval of Minutes

Associate backup materials attached:

- Draft April 3, 2017 Minutes
- Draft April 18, 2017 Minutes

1 Board of Selectmen's Meeting
2 Monday, April 3, 2017 – 7:00 PM
3 Sanford Hall, Town Hall
4 155 Village Street
5
6
7

8 Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk (7:25 PM);
9 Dennis Crowley, Member (7:04 PM); John Foresto, Member.

10
11 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
12 Alan Tingley, Police Chief; Stephanie Mercandetti, Community Development Director; David D'Amico,
13 Director, Department of Public Services.
14

15 *****

16
17 At 7:02 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.
18

19 **Grant Expenditure Authorization – 2016 Emergency Management Performance Grant - \$3,200.**

20 *The Board reviewed the following information: (1) Grant Expenditure Form; and (2) Email*
21 *Correspondence.*
22

23 Chief Tingley explained that the department has applied several years in a row and we are given a list of
24 items from which we can select. This year we have chosen barricades, directional arrows, and safety
25 vests.
26

27 **Selectman Foresto moved that the Board authorize the expenditure of the 2016 Emergency**
28 **Management Performance Grant for purchase of additional traffic safety supplies including portable**
29 **hi-visibility barricades, directional arrows, road closure arrows and hi-visibility safety vests, in an**
30 **amount not to exceed \$3,220; Selectman White seconded. No discussion. VOTE: 3-0-0.**
31

32 **Approval - Public Event Permits**

33 *The Board reviewed the following information: (1) Request from Youth Baseball Parade for April 23,*
34 *2017 and associated recommendations from the Police Chief; and (2) Ride For Food Request for*
35 *September 24, 2017 with associated recommendations from the Police Chief.*
36

37 **Selectman Foresto moved that the Board approve special event permits for the Youth Baseball Parade**
38 **and the 6th Annual Ride for Food to be held on April 23, 2017 and September 24, 2017 subject to the**
39 **Police Chief's recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**
40

41 **One-day Liquor License Requests for Events to be Held at Thayer Homestead**

42 *The Board reviewed Applications and Associated Police Chief Recommendations for the following*
43 *Thayer Homestead events: (1) Laurie Walker, April 15, 2017; (2) Tanya Abdilmasih – April 16, 2017;*
44 *and (3) Megan Park– June 17, 2017*
45

46 **Selectman Foresto moved that the Board approve one-day liquor licenses for Laurie Walker, Tanya**
47 **Abdilmasih and Megan Park for events to be held at Thayer Homestead on April 15, April 16 and**
48 **June 17, 2017 subject to Police Chief's recommendations and proof or appropriate insurance**
49 **coverage; Selectman White seconded. No discussion. VOTE: 4-0-0.**
50

51 **Approval - 2 Year Contract with CJP & Sons for Road Work Services - \$100,000**

1 *The Board reviewed the Contract.*

2
3 David D'Amico, Director, Department of Public Works, reported this will be for small repairs and
4 patching, not major road work. We have used this company previously and they did good work. Mr.
5 Boynton added that the company performed some drainage work for the Town recently.

6
7 **Selectman Foresto moved that the Board authorize the Chairman to execute a two-year contract**
8 **with CJP & Sons Construction for road work services in an amount not to exceed \$100,000 for year**
9 **one, and subject to funding in year two; Selectman White seconded. No discussion. VOTE: 4-0-0.**

10
11 **7:11 PM -- Hearing – Vote on Potential Revocation of Class II Dealers License – Ali A. Hodroj**

12 *The Board reviewed the following information: (1) Notice of Bond Cancellation from CNA Surety; and*
13 *(2) various correspondence from the Town Administrator's Office. It is noted that the license holder has*
14 *not responded to certified letters or phone calls leading up to this hearing.*

15
16 **Selectman Crowley moved that the Board open the hearing on the potential revocation of a Class II**
17 **Dealers License currently held by Ali A. Hodroj; Selectman White seconded. No discussion.**
18 **VOTE: 4-0-0.**

19
20 Mr. Boynton reported that the former owner held onto the license to allow for the ability to sell vehicles
21 there. In the end, that process did not happen.

22
23 Mr. Hodroj was not in attendance.

24
25 **Chairman Trindade asked if there was any public comment. Seeing no public comment, at 7:12**
26 **PM Selectman Crowley moved that the Board close the hearing; Selectman White seconded. No**
27 **discussion. VOTE: 4-0-0.**

28
29 **Selectman Foresto moved that the Board revoke the Class II Dealer's License currently held by Ali A.**
30 **Hodroj for non-compliance of the bond requirements per MA General Law, Chapter 140, Section 58;**
31 **Selectman White seconded. Selectman Crowley emphasized that the Town Administrator's office**
32 **has reached out to Mr. Hodroj on numerous occasions. No further discussion. VOTE: 4-0-0.**

33
34 **7:14 PM -- Public Hearing – Review/Approval – Urban Renewal Plan**

35 *The Board reviewed the following information: (1) Resolution, Approved by Medway Redevelopment*
36 *Authority 3/20/17; (2) Resolution, Approved by Planning & Economic Development Board 3/21/17; (3)*
37 *Oak Grove Urban Renewal Plan – Final Draft; and (4) Resolution for BOS Approval.*

38
39 Present: Stephanie Mercandetti, Community Development Director; Andy Rodenhiser, Chair, Planning
40 and Economic Development Board; Steven Burke, Medway Realtor.

41
42 Chairman Trindade explained for residents that the Redevelopment Authority has been working on this
43 for a year. **Chairman Trindade moved that the Board open the public hearing on the Oak Grove**
44 **Urban Renewal Plan; Selectman White seconded. No discussion. VOTE: 4-0-0.**

45
46 Ms. Cindy Trainor, identifying herself as an abutter to the proposed development, asked if there was any
47 notification to abutters for this hearing. Mr. Rodenhiser responded that individual abutters were not
48 notified, adding that meetings have been going on for several months. Chairman Trindade asked if
49 abutter notification was a requirement; Mr. Boynton responded it was not, but offered to check. The
50 general requirement is that the hearing be advertised in a publication of general interest. Abutter
51 notification is not necessary. In this case, it was advertised in the Milford Daily News last week. It was

1 noted that, if there were proposed construction, then there would be a better notification. Mr. Rodenhiser
2 clarified that every meeting is a public meeting. We have developed a Steering Committee who has met
3 several times; there are subgroups as well as public forums. Ms. Trainor expressed concern that many
4 abutters were not aware tonight's meeting was occurring.

5
6 Responding to a question from Selectmen Crowley, Mr. Burke stated that it will take a couple of weeks to
7 assemble the documents and exhibits, and then the state has 60 days in which to respond. Documents
8 will be posted online. Ms. Mercandetti stated that a public comment period was held for two weeks and
9 publicized in the paper, online, on blogs, etc. Any additional comments can be made to Ms. Mercandetti
10 and to the Town Administrator's Office. Mr. Burke added that all urban renewal plans have to go
11 through review by the environmental agencies and there will be a comment period for that as well.

12
13 Mr. Rodenhiser explained that the Redevelopment Authority was established in 2014 in order to spark
14 development in this area known as the "bottle cap" lots and listed the boundaries. The objective is
15 revitalizing the Oak Grove area to manage the land and its future development. A Density by Design
16 project began in 2007 which was later merged into the Town's Master Plan. He continued to describe the
17 process and the entities involved. Approval by the Department of Housing and Community
18 Development must be secured before the plan can move forward.

19
20 Discussion followed on the process which begins with an approval from DHCD within 60 days followed
21 by the approval from MEPA. That piece of it could take two to three months. By mid-summer all the
22 approvals should be in. At that time the Redevelopment Authority would be able to start pursuing the
23 implementations identified in the plan, i.e., attracting potential investors, marketing plan, etc. The plan
24 has a life of 20 years, and some components will take longer than others.

25
26 Mr. Rodenhiser explained how parcel groupings could occur. The idea of "in-fill" parcels means that each
27 owner benefits by the contribution of their parcel toward combining into a larger parcel available for sale.
28 There would then be an equitable distribution of some of the sale prices to those who contributed. Mr.
29 Burke pointed out that there are some lots whose ownership still need to be clarified or confirmed. Parcels
30 can be acquired or disposed of, both of which can occur without going to bid. Discussion followed. Until
31 the plan is adopted, nothing can happen. It was suggested that the project could be "shovel ready" within
32 a couple of years.

33
34 Mr. Rodenhiser confirmed that the Planning Board voted in favor of it as did the Redevelopment Authority.

35
36 At 7:37 PM Chairman Trindade asked for public comment.

37
38 Ms. Trainor asked about eminent domain. Mr. Boynton responded that there is a short window during
39 which someone can come forward, adding that the market value would be from one of the two required
40 appraisals. He noted that there has been extensive title review up to now, and additional review would
41 take place in any eminent domain taking. Chairman Trindade confirmed that a third party consultant
42 with expertise in this area worked on this research.

43
44 Brief discussion followed on the Oak Grove Task Force Steering Committee and that an Oak Grove
45 property owner served on that task force. Ms. Mercandetti noted she was not working in Medway at that
46 time, noting that she believed Town Counsel was consulted when the Steering Committee was formed.
47 Mr. Rodenhiser responded that Mr. Williams was initially approached because he was a stakeholder.

48
49 Mr. Bob Ferrare, identifying himself as Chair of the Affordable Housing Committee, asked if affordable
50 workforce housing was still being considered. Are other types of housing being considered? Mr.
51 Rodenhiser responded that what is being considered now is a concept plan which will be utilized to write

1 an agreement letter of intent. The idea has always been to have small scale buildings on the boundaries
2 with more significant buildings further into the development. Whether it is rental property in condos or
3 apartments or whatever will be up to the developer. Ms. Mercandetti added that any potential residential
4 housing development is also subject to the Affordable Housing Bylaw. It was noted that the planning
5 board would have a say in what those buildings looked like and if they meet design standards as specified
6 in the Master Plan.

7
8 Ms. Sue Rourke, an Ellis Street resident, asked if there are target numbers for number of apartments.
9 Will we have a say in how many units? Mr. Rosenhiser responded that a development proposal has not
10 been submitted. Any application that comes to the Planning Board will have a public hearing.

11
12 Chairman Trindade commented that major players in this kind of market have likely been keeping an eye
13 on this parcel and predicted there will be several proposals coming in once this land has been announced
14 as available. Mr. Rodenhiser clarified that the RA has been talking to developers all along, especially
15 those for hotels and apartments. The RA was advised that it is not a good idea for the Town to get too
16 specific on what it is looking for as it limits the flexibility of development. Right now it is zoned for
17 single-family residential unless a change is proposed and voted at Town Meeting. The DHCD will
18 require that a developer enter into a redevelopment agreement; if a developer goes bankrupt, the successor
19 is bound by the initial obligations.

20
21 Brief discussion followed relative to eminent domain during which it was noted that none of the existing
22 homes will be affected with the exception of some properties owned by Mr. Williams. In an eminent
23 domain process, the property owner is entitled to the fair market value of the property, and in some cases,
24 relocation costs are paid for owners or tenants. The process would be incremental, determined by
25 grouping of contiguous parcels. A property owner can also refuse to join the landpooling effort and
26 negotiate with the developer themselves.

27
28 **At 7:58 PM Selectmen Crowley moved that the Board close the public hearing; Selectmen White**
29 **seconded. No discussion. VOTE: 5-0-0.**

30
31 **At this time, Chairman Trindade read aloud the motion as follows:**

32
33 **VOTED:**

34 **WHEREAS, the Town of Medway and Medway Redevelopment Authority have been**
35 **investigating the use of urban renewal to revitalize the Oak Grove Area which has suffered**
36 **from fragmented ownership; substandard lot sizes; and lack of infrastructure;**

37 **WHEREAS, the Town of Medway and Medway Redevelopment Authority have undertaken a**
38 **multi-phase planning process with public informational meetings and, providing citizens and**
39 **property owners an opportunity to comment since February 2011;**

40 **WHEREAS, the Medway Planning Board determined the Oak Grove Area Urban Renewal**
41 **Plan is based on a local survey and is consistent with Medway's Master Plan, and approved said**
42 **Oak Grove Area Urban Renewal Plan on March 21, 2017;**

43 **WHEREAS, the Medway Redevelopment Authority determined the area contained within the**
44 **Oak Grove Area Project Boundary is decadent as defined by M.G.L. c. 121B, and is in need of**
45 **revitalization and redevelopment, and approved the Oak Grove Area Plan on March 20 2017;**

46 **WHEREAS, the Medway Board of Selectmen seeks to further the goals and objectives**
47 **contained in Oak Grove Area Urban Renewal Plan dated March 2017, to promote revitalization**
48 **opportunities within the Oak Grove Area Urban Renewal Plan as defined in the plan.**

1 **NOW, THEREFORE, BE IT RESOLVED that the Town of Medway Board of Selectmen:**

2 **1. Finds that there is a clear need and necessity for an urban renewal plan for the Oak Grove**
3 **Area;**

4 **2. Approves the boundaries of the Oak Grove Area Urban Renewal Plan, as depicted in the**
5 **Figure A-1: Project Location and URA Boundary, attached hereto;**

6 **3. Finds that the area contained within the Oak Grove Area Urban Renewal Plan Project**
7 **Boundary is decadent as defined by M.G.L. c. 121B, and is in need of revitalization and**
8 **redevelopment;**

9 **4. Approves the Oak Grove Area Urban Renewal Plan dated March 2017 prepared by BSC**
10 **Group and Ninigret Partners;**

11 **5. Requests Board of Selectmen Chairman Glenn Trindade to submit the Oak Grove Area**
12 **Urban Renewal Plan dated March 2017 to the Massachusetts Department of Housing and**
13 **Community Development for final approval; and**

14 **6. Authorizes the Medway Redevelopment Authority to approve minor changes to the Oak**
15 **Grove Area Urban Renewal Plan if such changes are recommended by the Massachusetts**
16 **Department of Housing and Community Development.**

17
18 **Selectman White seconded the motion. No discussion. VOTE: 5-0-0.**

19
20 **Public Comments:**

21 A gentleman identifying himself as the President of Medway Youth Lacrosse reported that there have
22 been some difficulties with the Parks Department. He noted that there are 184 children who participate
23 on 15 different teams, both boys and girls. There was great excitement when the fields were developed,
24 and yet he has trouble getting field time for youth groups. The Town does not need to make money on
25 the fields at the expense of the local youth. He reported that he lost four days of field time to an out-of-
26 town team who threatened to leave. He tried to offer two of his days back and that proposal was rejected.
27 There is an additional cost when using grass fields as parents cannot afford all the equipment if paying the
28 extra fees. He needs field time and he knows he won't get it. He continued, stating that he has been
29 asked for a list of players, which is unacceptable. How the lacrosse program is run is none of their
30 business. He cannot put more players on a field as he has to consider the safety of children and the
31 number on a field at one time.

32
33 We know that there are also issues with soccer and softball. The youth sports are important, as our youth
34 move up to the high school. Without the youth programs, the high school will have no one for their
35 teams. It also involves a lot of volunteer hours by coaches and parents. We are worried that we are going
36 the wrong direction with these fields. Medway residents paid for the fields, and the out-of-town clubs
37 don't care about our fields. He noted that he even has to pick up the empty water bottled from the fields
38 after they get in their cars and leave. There has to be a better balance. We are also being asked to pay a
39 per player fee.

40
41 Brief discussion followed during which additional fields would help, but the protocol identified in the
42 existing agreement identifies high school first then trickles down through youth and to clubs last. Mr.
43 D'Amico clarified that the agreement is with the high school, noting the priority order is correct. Mr.
44 Boynton pointed out that in 2014 a group of residents supported the project for turf fields. The payment
45 will be made each year over the next 10-15 years. The prioritization of who uses those fields is tethered to
46 garnering enough revenue to pay for the replacement of the turf which is estimated at \$500,000 per field.
47 Even if we put \$100,000 each year, it will help but not be enough. It boils down to a policy level question.

1 Selectman Foresto noted that the Parks and Recreation Commissioners are elected, and no one ever
2 thought that board would have a fiscal responsibility. Do we need a Parks Department with a
3 professional staff who has experience in this?
4

5 Selectman D’Innocenzo noted he likes the idea of the sequencing protocol. The further we get away from
6 the EPFRAC group, things becomes more of a challenge. The whole idea of the Gale Study was that all
7 the fields had to be used in order to make it work. There simply are not enough synthetic turf fields for
8 everyone who wants to use them. What is being requested is a more definite policy on how the fields are
9 to be used. Not everyone can have the fields at 6 PM.
10

11 Selectman Crowley summarized that a lot of things do come down to financial issues. Whatever revenue
12 the clubs bring in would have to be made up somewhere else. Hopefully we can revisit some of these
13 issues in the coming years. The Board has also discussed the possibility of a full time Recreation Director.
14

15 **Annual Report – Medway Community Farm**

16 *The Board reviewed the 2016 Annual Report from the Medway Community Farm.*
17

18 Present: Don Franzen, President; Devon Reed and Marcia Coakley, Board of Directors; Julie Infanger,
19 Interim Treasurer.
20

21 Mr. Franzen reported that they had some significant investments in the Farm, some events, and were able
22 to get through the drought while some farming operations struggled. We have tried to grow our Board
23 and team, utilizing members in areas of expertise and educating people on organic growth. We have
24 applied for a grant through the bank to help with the education portion. He noted that Ms. Coakley
25 works a lot with outreach with Facebook and other social media. We are pleased with our current
26 position. Our main concern is that of our lease which is long-term but will not last forever. At this time,
27 Mr. Franzen asked if one of the requirements to extending the lease going to be a formal RFP?
28

29 Chairman Trindade stated that he was really proud of this effort, noting that he was the point person on
30 this project when the community farm was started. We researched existing farms in other communities.
31 This has been a success from day one. It is highly unlikely we would bring in anyone to replace you.
32

33 Selectman Crowley noted that he would like the lease question come to the Board six months before the
34 expiration, adding that the Board will be happy to work with you.
35

36 Mr. Franzen noted that they had some people help us develop a business strategy. We have to figure out
37 our plan, sell more shares, and determine a long-term strategy. We hope to prepare a plan with our
38 general objectives and figure out how long a lease we need to accomplish those objectives. Chairman
39 Trindade added that he sees the farm as an extension of the community. It helps make the town what it is,
40 a source of pride. The Board can work with our Communications Director to help get the word out.
41

42 At this time, Mr. Franzen noted that the memberships extend beyond the town’s boundaries as there are
43 members from Norfolk, Millis and Ashland. People donate monetarily as well. Right now we have 145
44 return members, for spring shares we have 93, summer share number 52, and for summer parcel we have
45 100. There is room for more people to purchase shares.
46

47 Ms. Coakley explained that the renovation of the house on the farm was fundamental to helping us get
48 started. Mr. Franzen added that there are retained earnings though we reinvested much of the revenue
49 from last year back into the farm. We have cash reserves. They are on their third Farm manager, and
50 managing the learning curve well.

1 Please join us for the Farm to Fork event. Selectman Crowley suggested they participate in Medway
2 Family Day, noting that several thousand people attend and it would be a great place to offer education
3 and information.

4
5 Ms. Coakley added that this year they will have a fishery and this is the first year they will be plangent
6 strawberries in a pick-your-own area.

7
8 **Review/Approve - Annual & Special Town Meeting Warrants – (ATM Articles 2, 30 & 41-49,**
9 **STM- New Article 9)**

10 *The Board reviewed the following information: (1) Memorandum from Susy Affleck-Childs, Planning and*
11 *Economic Development Coordinator; (2) May 8 Annual Town Meeting Warrant; and (3) May 8 Special*
12 *Town Meeting Warrant. **Note:** recommendation votes for referenced ATM articles needed; vote to*
13 *approve addition of STM Article 9 and recommendation needed.*

14
15 Mr. Boynton reminded Board members that several articles still carry a To Be Determined (TBD)
16 designation. He asked that the Board vote recommendations on those articles.

17
18 Special Town Meeting – Article 9 extends the deadline for implementation of the Hazard Mitigation Plan.

19
20 **Chairman Trindade moved that the Board add an article entitled Extend Expenditure Deadline –**
21 **May 2016 Annual Town Meeting Article 8 – Hazard Mitigation Plan to the 2017 Special Town**
22 **Meeting Warrant as Article 9; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0 –**
23 **Selectman Crowley was out of the room at the time of the vote.**

24
25 Annual Town Meeting

26 Article 2 – Appropriation: FY18 Operating Budget – Mr. Boynton reported that the dollar figure has
27 been determined. **Selectman Foresto moved that the Board recommend Article 2; Selectman**
28 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

29
30 Article 7 -- Free Cash Appropriation: Capital and Other Items – The Town does not have a final number
31 on Snow and Ice expenses. This article will remain as TBD for the time being.

32
33 Article 8 –Free Cash Appropriation: Oak Grove Project – The Board is awaiting a presentation.
34 **Selectman Foresto moved that the Board recommend Article 8 as presented; Selectman White**
35 **seconded. No discussion. VOTE: 5-0-0.**

36
37 Article 18 – Appropriation: Community Preservation Committee – **Selectman D’Innocenzo moved that the**
38 **Board recommend Article 18 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

39
40 Article 21 – Fund Open Space Master Plan – **Selectman D’Innocenzo moved that the Board**
41 **recommend Article 21 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

42
43 It was decided to leave Articles 23 and 24 relative to land acquisition for a DPS Facility as TBD.

44
45 Article 30 -- Amend Zoning and General Bylaws – New Noise Bylaw – Mr. Boynton reported that the
46 Planning Board took no action as they want to take a look at the existing bylaw. Ms. Potter reported that
47 the proponent of the article is content with the Planning Board doing some evaluation. It’s possible that
48 suggested changes could be incorporated into the existing bylaw. Discussion followed. Ms. Potter added
49 that, per statute, the Police Department has the ability to respond with or without the bylaw. Selectman
50 Crowley expressed dismay that this article would not move forward at this time.

1 **Chairman Trindade moved that the text from article 30 be deleted and leave Article 30 as a number**
2 **that will not be utilized; Selectman White seconded. No discussion. VOTE: 4-1-0 - Crowley**
3 **oppose.**

4
5 Article 41 – Amend Zoning Bylaws: Affordable Housing – **Selectman Foresto moved that the Board**
6 **recommend Article 41 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

7
8 Article 42 – Amend Zoning Bylaws: SECTION 8. Special Regulations. Add Section 8.10 Temporary
9 Moratorium on Non-Medical Marijuana Establishments – Mr. Boynton clarified that this article will
10 allow the Town to wait until the state regulations are finalized. Brief discussion followed. The Board
11 had no issues or questions on the remaining articles.

12
13 **Chairman Trindade moved that the Board recommend Articles 42-49 as presented; Selectman**
14 **White seconded. No discussion. VOTE: 5-0-0.**

15
16 **Discussion – Pickup of Solid Waste/White Goods**

17 *The Board reviewed a document listing Proposed Changes to Medway White Goods Collection Program*
18 *Submitted by DPS Director*

19
20 Mr. Boynton reported that he and the DPS Director review the contract with Waste Management.
21 Medway’s collection of White Goods exceeds over 95% utilization, compared to 30% from neighboring
22 communities, as too many items that were deemed eligible for this service. Initially, there was no charge
23 but because of the volume, Waste Management will now bill \$900 per month.

24
25 What is a “white good”? What is it costing us for the second or third recycling cart? Mr. Boynton
26 reported that presently the Town is using \$160,000 in retained earnings just to balance the budget without
27 increasing fees to the residents. He cautioned that it won’t be long before the program will not be self-
28 sustaining and suggested limiting the number of items per property address to eight items over the course
29 of a year. Selectman Trindade announced that some homes had 42 items picked up during a year.
30 Obviously friends and family in other communities bringing their items to Medway as it was a lower
31 charge.

32
33 Selectman Crowley stated that the Town gets charged an annual fee of \$72 for the second cart whether or
34 not it is emptied. We plan to come back to the Board with a plan on what we need to do, and a vote that
35 night because the end of the contract is coming up. He noted that one of the biggest items of concern is
36 TV sets, and they will propose that those have to go to the recycling center at no charge. Selectman
37 Crowley suggested an annual fee of \$50 for the second container. Chairman Trindade theorized that
38 some people will return the second one while others will be okay with the charge.

39
40 **Authorization of Town Administrator in conjunction with Special Counsel to Respond to Requests**
41 **for Information, to File Pleadings and submit Other Administrative Proceedings on Behalf of the**
42 **Board of Selectmen in the Exelon Matter (EFSB 17-01) to the Energy Facilities Siting Board**

43 *There were no background materials.*

44
45 Mr. Boynton reminded the Board that information had been previously sent to the Board, noting that
46 departments are responding, and the deadline for response is Friday. We also have to ask Exelon for
47 their plans, or their intent to submit plans.

48
49 **Selectman Foresto moved that the Board authorize the Town Administrator to work on consultation**
50 **with Special Counsel to respond to requests for information, file pleadings and carry out other**
51 **administrative proceedings in the Exelon matter before the Energy Facilities Siting Board (docket #**

1 **EFSB 17-01); Selectman White seconded. Brief discussion followed during which it was noted that**
2 **there is presently tree trimming work at the plant in advance of the proposed expansion. No further**
3 **discussion. VOTE: 5-0-0.**
4

5
6 **Action Items from Previous Meeting**

7 Review of the Action Items List was postponed.
8

9 **Town Administrator's Report**

10 Mr. Boynton reported that the new Veterans District Director is Sarah Bateman who will be on board on
11 April 24. Additionally, a part-time Veterans Agent, Michael Whelan, has been hired and he will begin
12 work shortly.
13

14 Every seven years the Town Charter requires that a Charter Review Committee be formed to determine
15 compliance with the charter. Representatives are required from the Board of Selectmen, School
16 Committee, Finance Committee, Library Trustees and the Town Moderation to comprise a five-member
17 board. Mr. Boynton asked the Board for permission to get started on forming the committee. Brief
18 discussion followed.
19

20 **Selectman Foresto moved that the Board direct the Town Administrator to initiate the process of**
21 **forming a Charter Review Committee as discussed; Selectman D'Innocenzo seconded. No**
22 **discussion. VOTE: 5-0-0.**
23

24 Town Offices will be closed on Patriots Day, April 17. The Board's next meeting is Tuesday, April 18.
25

26 **Selectmen's Reports**

27 Selectman Foresto announced that the Annual Clean Sweep will be held on Saturday, April 8. Interested
28 individuals should report to the high school at 8 AM that day to join a team.
29

30 **Executive Session**

31 **At 9:07 PM Chairman Trindade moved that the Board adjourn Public Session and enter Executive**
32 **Session under Exemption 6: To consider the purchase, exchange, lease or value of real property if**
33 **the chair declares that an open meeting may have a detrimental effect on the negotiating position of**
34 **the public body (0R Crook St & 13R Chestnut St) & Exemption 3: To discuss strategy with respect**
35 **to collective bargaining or litigations if an open meeting may have a detrimental effect on the**
36 **bargaining or litigating position of the public body and the chair so declares (Energy Facilities**
37 **Siting Board Legal Process) with no intent to return to public session. As Chair, Chairman**
38 **Trindade did so declare. Selectman White seconded the motion. No discussion. Roll Call Vote:**
39 **5-0-0 (Crowley, aye; D'Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**
40
41
42

43 Respectfully submitted,
44 Jeanette Galliardt
45 Night Board Secretary

1
2
3
4 **Board of Selectmen's Meeting Minutes**
5 **April 18, 2017 -- 7:00 PM**
6 **Sanford Hall, Town Hall**
7 **155 Village Street**
8
9

10
11 **Present: Maryjane White, Vice Chair; Dennis Crowley, Member; John Foresto, Member.**

12
13 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
14 David D'Amico, DPS Director, Mary Becotte, Communications Director.
15

16 *****

17
18 At 7:00 PM Acting Chair White called the meeting to order and led the Pledge of Allegiance.
19

20 **Public Comment:** None.
21

22 **Public Hearing – 155 A Village Street – Nuisance or Dangerous Structure**

23 *The Board reviewed the following information: (1) Memo from Allison Potter, Assistant Town*
24 *Administrator; (2) Notice of Hearing Letter; (3) Survey Team Correspondence; (4) Building*
25 *Commissioner Correspondence*
26

27 **Mr. Foresto moved, seconded by Mr. Crowley, to open the hearing on the declaration of a nuisance**
28 **or dangerous structure at 155A Village Street. It was so voted: 3-0-0.**

29
30 Mr. Boynton reviewed the process that has taken place to get to this point. The Board is being requested
31 to declare the structure dangerous and order its removal.
32

33 **Mr. Foresto moved, seconded by Mr. Crowley, to close the hearing. It was so voted: 3-0-0.**
34

35 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board declare the building located at 155A**
36 **Village Street a dangerous structure and order the building be razed as soon as possible. No**
37 **discussion. It was so voted: 3-0-0.**
38

39 **Discussion/Presentation - ClearGov**

40 This item was postponed to the next meeting.
41

42 **Approval – Entertainment License Request– T.C. Scoops – 104 Main Street**

43 *The Board reviewed the following information: (1) Entertainment License Application*
44

45 Ms. White asked what hours T.C. Scoops wants to have entertainment. The application states that it is
46 requesting to be allowed to have entertainment during any hours that the store operates. Mr. Crowley
47 asked where the landlord's permission was and why the federal ID number was not provided; both are
48 application requirements. These could be requested from the applicant.
49

50 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve an annual entertainment**
51 **license for T.C. Scoops subject to submission of the requested documentation and approval from**
52 **the Fire Department.**
53

54 **Discussion – 2017 Road Work Repair Plan**

55 *The Board reviewed the following information: (1) Memorandum from DPS Director David D’Amico; (2)*
56 *2017 Road Work Repair Plan*

57
58 Mr. D’Amico shared the proposed 2017 road repair plan with the Board. He stated that the new handout
59 corrects a calculation error. IT was noted that some projects were moved to the following construction
60 season so as not to further complicate the temporary traffic pattern changes that will accompany the Route
61 109 construction project. Mr. D’Amico did not want to impact any east to west travel.

62
63 Mr. Crowley asked whether there should not be more sidewalk work being done. He would prefer to see
64 more sidewalks on the proposed plan. Mr. D’Amico said that he tries to schedule sidewalk work to
65 coincide with the road resurfacing. Mr. Foresto thought the top end of Lovering St also needs attention.
66 Mr. Boynton said that he and Mr. D’Amico can take another look at the plan and offer some
67 recommendations that may align more with the Board’s interests. It was noted that Trotter St should be
68 milled, but will only be overlaid due to the pending urban renewal plan. Mr. Crowley asked for an
69 approximate linear foot cost for sidewalks, granite versus cement and cement versus asphalt.

70
71 **Discussion/Vote – Exelon HCA & PILOT Agreements**

72 *The Board reviewed the following information: (1) Memorandum of Agreement; (2) Host Community*
73 *Agreement; (3) Amended Host Community Agreement; (4) PILOT Agreement; (5) Amended PILOT*
74 *Agreement*

75
76 Mr. Boynton reviewed the various agreements presented to the Board for its review and approval. He
77 stated that Exelon has requested a certificate proceeding from the Energy Facilities Siting Board (EFSB)
78 to combine the permitting process into one approval that would be issued by the EFSB. The Town has
79 sought protections should the EFSB grant this certificate. He noted that Exelon has asked to modify its
80 project by eliminating the need to procure water from the Town of Millis. Mr. Boynton stated that there
81 are changes in the permitting dynamic, revenue structure and project valuation that led to a conversation
82 and resulting agreements with Exelon to address these.

83
84 Mr. Boynton began with the side letter of agreement regarding Exelon’s pre-construction activities. He
85 stated this ensures the Town will receive payments from Exelon according to the Host Community
86 Agreement (HCA) with the commencement of pre-construction, anticipated in May or not long thereafter.
87 He then addressed the Memorandum of Agreement (MOA), which was negotiated with Exelon to address
88 the overall certificate process. This also results in changes to the HCA and the Payment In Lieu of Taxes
89 (PILOT) Agreement. Those amendments are also presented to the Board for approval. Mr. Boynton
90 stated that the Town would receive through the MOA a \$350,000 permit payment no later than August 1.
91 It would receive \$50,000 for legal and technical services by May 1 and two payments of \$700,000 for
92 community improvement and to otherwise address lost revenue. The PILOT amendment changes the date
93 of the first payment to February 2019 and would then follow the original payment schedule. Exelon has
94 signed these documents.

95
96 **Mr. Foresto moved, seconded by Mr. Crowley to approve the Memorandum of Agreement**
97 **regarding updates to the Host Community Agreement, PILOT and potential concerns with Millis**
98 **water. It was so voted: 3-0-0.**

99
100 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the first amendment to the Host**
101 **Community Agreement. It was so voted: 3-0-0.**

102
103 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the first amendment to the PILOT, as**
104 **presented. It was so voted: 3-0-0.**

106 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the side letter regarding preconstruction**
107 **activity and to authorize the Chair to sign the agreement. It was so voted: 3-0-0.**
108
109

110 **Discussion/Vote – Special Town Meeting Warrant Article 1 and Annual Town Meeting Warrant –**
111 **Articles 7, 23 and 24**

112 *The Board reviewed the following information: (1) Articles 23 and 24*
113

114 Mr. Boynton asked the Board to consider addressing Article 1 on the Special Town Meeting warrant,
115 which funds the snow and ice deficit. He stated that the request will be to transfer \$120,000 in free cash.
116 He asked the Board to approve that article.
117

118 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 1 on the Special**
119 **Town Meeting warrant. It was so voted: 3-0-0.**
120

121 Mr. Boynton then asked to address Article 7 on the Annual Town Meeting warrant, which is the free cash
122 article for capital items. He said that the road and sidewalk repair amount is now known due to the fact
123 the snow and ice deficit amount has been tallied. The request for the road and sidewalk repair will be
124 reduced from \$445,000 to \$325,000. He asked the Board to approve this article for a total of \$1,717,954.
125

126 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 7 on the Annual**
127 **Town Meeting warrant. It was so voted: 3-0-0.**
128

129 Mr. Boynton asked the Board to consider approving Articles 23 and 24 of the Annual Town Meeting
130 warrant. These are land acquisition articles for the new DPS Facility. He stated that he is requesting
131 \$4,500 to fund the acquisition cost associated with Article 23 and \$19,500 for Article 24. Mr. Crowley
132 asked that these amounts somehow be reflected on the warrant so that Town Meeting can be made aware
133 that the Town is not seeking large sums of money to accomplish these acquisitions. They agreed to note
134 it in the article description.
135

136 **Mr. Foresto moved, seconded by Mr. Crowley, approve Article 23, with an amount not to exceed**
137 **\$4,500. It was so voted: 3-0-0.**
138

139 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 24, with an amount**
140 **not to exceed \$19,500. It was so voted: 3-0-0.**
141

142 **Approval - Special Event Permits**

143 *The Board reviewed the following information: (1) Christina Genco Mother's Day Memorial Ride – May*
144 *14, 2017 application and Police Chief's Recommendation; (2) Rooney's Trail Run 5K – June 3, 2017; (3)*
145 *Annual CF Cycle for Life Ride – October 7, 2017*
146

147 Mr. Crowley expressed reservation about approving the Rooney's trail run without knowing the route.
148 Mr. Boynton responded that the Chief would not give his approval without having the route identified.
149

150 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve special event permits for the**
151 **Christina Genco Mother's Day Ride, Rooney's Trail Run and the Cycle for Life events to be held**
152 **on May 14, June 3, and October 7, 2017, subject to Police Chief's recommendations. It was so**
153 **voted: 3-0-0.**
154

155 **Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead**

156 *The Board reviewed the following information: (1) Wendy Krauss ; Theresa McEachern ; (3) Jessica*
157 *Friswell (4); Jonathan Dick*
158

159 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve one day liquor licenses for**
160 **Wendy Kraus, Theresa McEachern, Jessica Friswell and Jonathan Dick for events to be held at**
161 **Thayer Homestead on April 30, May 6, May 7, and May 13, 2017 subject to Police Chief's**
162 **recommendations and proof or appropriate insurance coverage. It was so voted: 3-0-0.**
163

164 Action Items from Previous Meeting

165 Mr. Crowley asked if the Urban Renewal Plan had been submitted to the state yet. It was not known for
166 sure and Mr. Boynton said he would confirm. Mr. Crowley also asked for cost estimates and timeline for
167 implementing the plan.
168

169 Approval of Minutes

170 This item was postponed to the next meeting.
171

172 Town Administrator's Report

173 Mr. Boynton said that the Board will be asked to approve changes to the solid waste and recycling
174 program at its meeting on May 1. There will be a change in how white goods are handled. Mr. Crowley
175 wants the Town to actively publicize the changes so that residents will not be surprised by them. Plans
176 for doing so were shared with the Board and Ms. Becotte offered to provide the Board with a copy of the
177 fact sheet she is preparing with DPS.
178

179 Mr. Boynton addressed the need to allow for temporary signage for businesses impacted by the Route 109
180 construction project. He said that some businesses want to advertise special hours depending on whether
181 the work is directly impacting them one day and not another, etc. He would like to grant the Building
182 Commissioner the latitude to approve these temporary signs. The Board was in agreement with the need
183 to help business owners, but did not want to put the onus on the Building Commissioner as to what can
184 and what will not be approved. The Board asked for recommendations on the parameters for managing
185 the temporary signs that it could vote at its next meeting. Staff would work on this. Ms. Becotte stated
186 that the Town can work with businesses to advertise hour changes and the like through its social media
187 accounts.
188

189 **Mr. Crowley moved, seconded by Mr. Foresto, to ask the Building Commissioner to develop** 190 **guidelines for temporary signs for the Route 109 construction.** 191

192 It was asked that the Community and Economic Development Director, the Planning and Economic
193 Development Coordinator, and the Medway Business Council be involved.
194

195 Mr. Boynton stated he would be participating in the Community Peer Review for the Topsfield Fire Chief
196 search on April 28.
197

198 Mr. Boynton announced that Officer Steve Mitchell is being promoted to Sergeant. Once the swearing in
199 ceremony details are finalized, the Board would be extended an invitation.
200

201 Mr. Boynton stated he would be out of the office on April 21 (personal day), 25 (MEMA training) and 27
202 (MMMA meeting).
203

204 Selectmen's Reports

205 Mr. Crowley announced there would be a Selectmen's candidate debate on Wednesday, April 19, at 7:30
206 PM in the High School auditorium. The candidates are sharing the auditorium rental cost. It will be
207 broadcast by Medway Cable.
208

209 Ms. White announced that there would be a candidates' night sponsored by the Democratic Town
210 Committee on April 28.
211

212 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board enter into executive session to discuss**
213 **strategy with respect to collective bargaining or litigation if an open meeting may have a**
214 **detrimental effect on the bargaining or litigating position of the public body and the chair so**
215 **declares; the topic is review/approve the amendment to the Fire Department contract. Ms. White**
216 **so declared. It was voted by roll call: Forest – aye; Crowley – aye and White – aye; 3-0-0.**
217

218 The Board returned to open session at 8:30 PM.

219

220 **Mr. Foresto moved to adjourn, seconded by Mr. Crowley, and voted unanimously: 3-0-0.**

DRAFT

AGENDA

ITEM #13

Town Administrator's Report

AGENDA

ITEM #14

Selectmen's Reports