

Board of Selectmen

Maryjane White, Chair

Richard A. D'Innocenzo, Vice-Chair

Glenn D. Trindade, Clerk

Dennis P. Crowley

John A. Foresto



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

June 26, 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. Presentation/Discussion – Memorial Committee – USS Arizona Flag
2. Public Hearing (7:15pm) – Request for Transfer of Liquor License & Common Victualler License from John Spiliakos to CTMD, LLC d/b/a Supreme Pizza - 67C Main Street
3. Public Hearing (7:30pm) - Request for Transfer of Liquor License & Common Victualler License from Zio Paulo's Trattoria to Paul Rogers, JR d/b/a PJ's Smoke N' Grill - 112B Main Street
4. Approval – Contract with George E. Sansoucy, P.E., LLC for Valuation Services - \$8,000
5. Appointment Consideration – Cultural Council – Melissa Kelley & Gail Hachenburg
6. Approval – Contract with Waste Management for Curbside Solid Waste & Recycling Collection
7. Approval – Contract with Lawrence Waste Services Company for Recycling Center Waste & Recycling Disposal
8. Grant Expenditure Authorization – Hazard Mitigation Grant - \$18,000
9. Affirmation of Committee Appointment – Michael Tudino– Parks and Recreation Commission Representative on Evaluation of Parks, Fields and Recreational Areas Committee (EPFRAC)
10. Annual Committee Reappointments (List to follow agenda)
11. Discussion/Vote – Waiving Banner Display Cost for Medway Based Non-Profit Organizations
12. Banner Display Request – Celebrate Medway Day
13. Entertainment License Request – Community Farm to Fork Event – September 9, 2017
14. One-Day Liquor License Requests-
 - a. Meaghan Fleming – July 2, 2017
 - b. Nirmala Thapa – July 3, 2017
 - c. Jordan Cassidy Memorial – July 30, 2017
 - d. Lindsay Snow- August 11, 2017

15. Action Items from Previous Meeting
16. Approval of Minutes
17. Town Administrator's Report
18. 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

July 17, 2017 ---- Regular Meeting

Board or Committee	Name	Action Needed
Affordable Housing Committee	Judi LaPan Michael Leone John Parlee Susan Rorke Alison Slack	Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term
Agricultural Commission	Margaret Perkins	Reappoint for a 3 year term
Board of Assessors	Lindsay Tosca	Reappoint for a 3 year term
Board of Registrars	Christine Lorenzen	Reappoint for a 3 year term
Cable Advisory Committee	John Foresto Shelley Wieler Richard Boucher Robert O'Neill Glenn Trindade	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Capital Improvement Planning Committee	Kelly O'Rourke	Reappoint for a 4 year ter
Cemetery Commission	Jeanne Johnson Bruce Hamblin	Reappoint for a 1 year term Reappoint for a 1 year term
Christmas Parade Committee	Scott Guyette Allen Tingley Richard Parrella	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Community Preservation Committee	Jim Wieler	Reappoint for a 3 year term
Conservation Commission	Ken McKay	Reappoint for a 3 year term
Council on Aging	Nanette Glenn Siri Krishna Khalsa Charlene Saunders Francis Saunders Marylou Staples	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Evaluation of Parks, Fields & Recreation Areas Committee	Richard D'Innocenzo Michael Francis Robert Pearl Paul Mahoney David Travalini David Blackwell Michael Schrader Ellen Hillery Cathy Morgan Kari Macleod	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Historical Commission	Paul Russell	Reappoint for a 1 year term
Memorial Committee	Douglas Downing John Larney Michael Matondi Richard Parrella Robert Saleski Francis Saunders Paul Trufant	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Medway Pride Day Committee	Sarah Stone	Reappoint for a 1 year term
Thayer Governance Committee	John Foresto Dennis Crowley Carl Rice	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term

AGENDA

ITEM #1

**Presentation/Discussion – Memorial Committee
– USS Arizona Flag**

No associated backup materials.

AGENDA

ITEM #2

Public Hearing (7:15pm) – Request for Transfer of Liquor License & Common Victualler License from Supreme Medway, LLC to CTMD, LLC d/b/a Supreme Pizza - 67C Main Street

Associated backup materials attached:

- Liquor License Application
- Common Victualler License Application

Note: All required supportive documents have been received for both license transfer requests.

Proposed Motions:

1. I move that the Board open the public hearing for the request to transfer the liquor license and common Victualler license associated with 67C Main Street.
2. I move that the Board close the hearing.
3. I move that the Board approve the transfer of the Section 12 liquor license and common victualler licenses associated with Supreme Pizza, located at 67C Main Street, from Supreme Medway, LLC to CTMD, LLC.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?

If transferring, by what method is the license being transferred?

Yes No Chapter Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

On/Off-Premises

TYPE **CATEGORY** **CLASS**

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a [Beneficial Interest Contact - Individual](#) form.
- B. All entities listed below are required to complete a [Beneficial Interest Contact - Organization](#) form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a [CORI Release Form](#).

Name	Title / Position	% Owned	Other Beneficial Interest
CHARBEL TABLET	LLC Member <input type="text"/>	50	
MAREEN DANIEL	LLC Member <input type="text"/>	50	

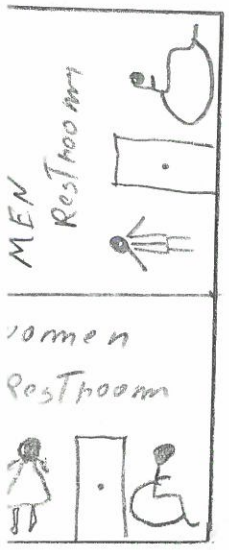
shelves 2	Wine d Beer	TABLE STAINLESS	SALAD FRegeator
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Small
Squall

Chips
STAND

Fountain
Pepsi

Pepsi
double
coolers



High
TABLE
2 chairs

TABLE
4 chairs

TABLE
4 chairs

High
TABLE
2 chairs

TABLE
4 chairs

Table
2 chairs

High
TABLE
2 chairs

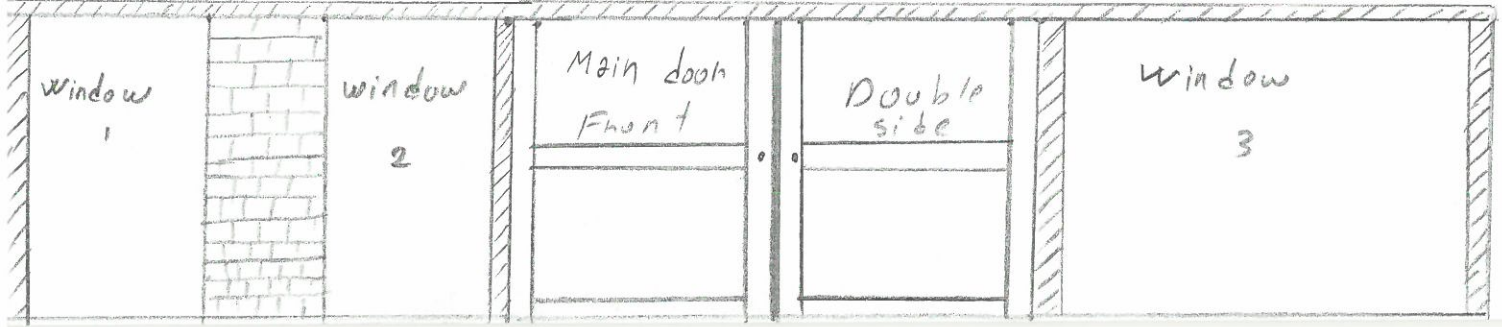
TABLE
4 chairs

TABLE
4 chairs

TABLE
3 chairs

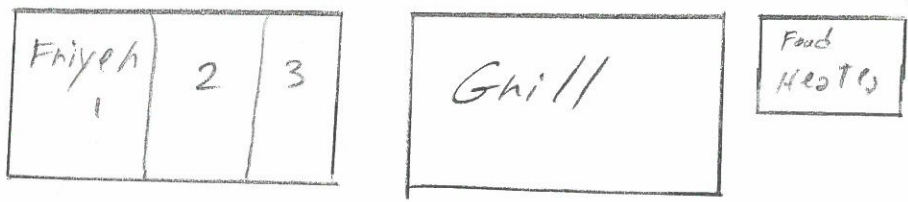
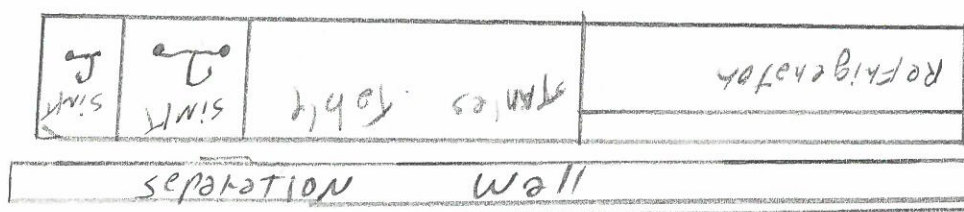
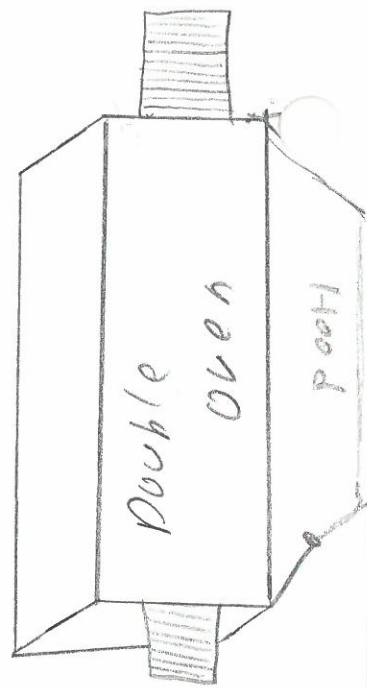
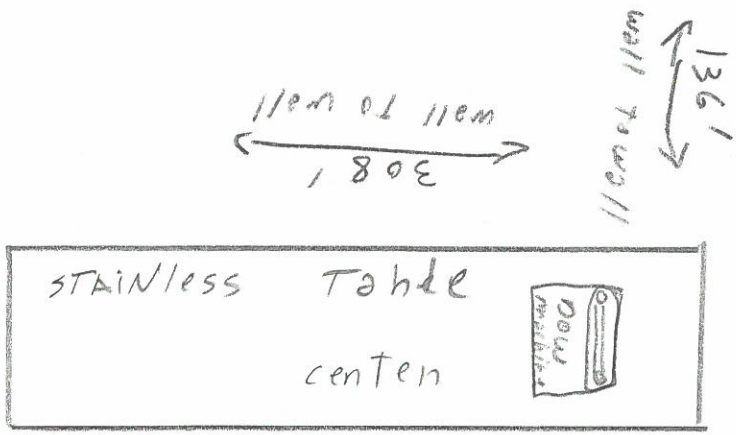
TABLE
4 chairs

TABLE
4 chairs



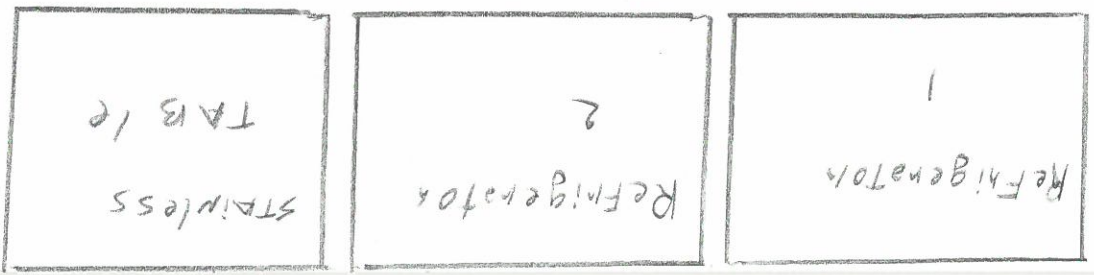
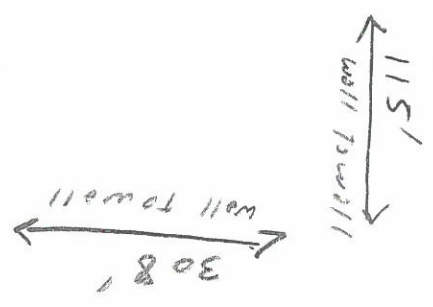


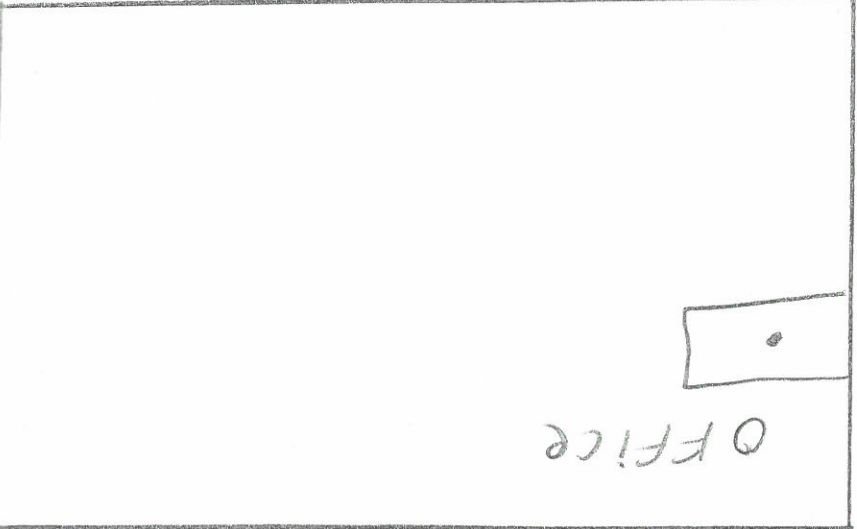
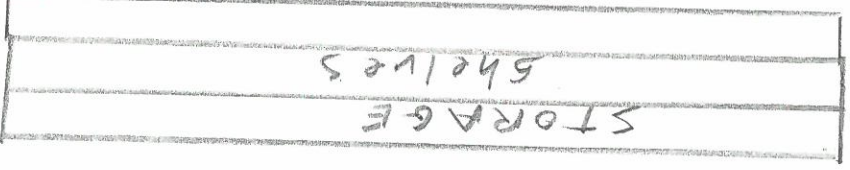
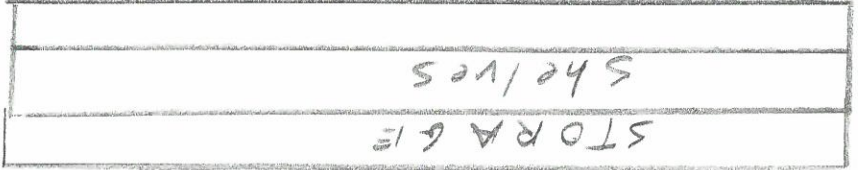
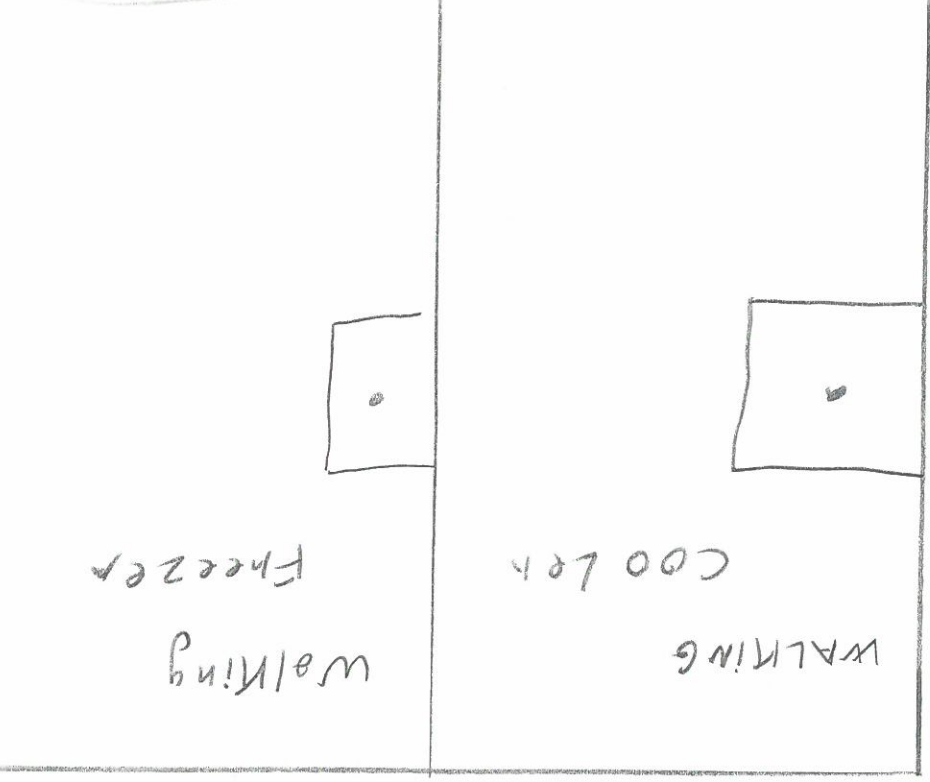
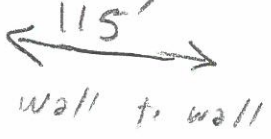
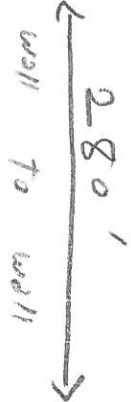
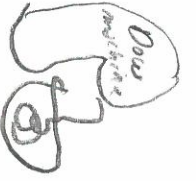
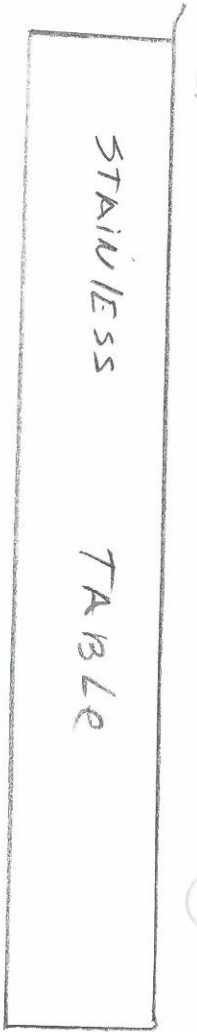
STAINLESS Shelves



Freezer

STAINLESS TABLE





APPLICANT'S NAME: CTMD, LLC
DBA SUPREME PIZZA, LLC
67 MAIN STREET
Medway, MA 02053

License(s): COMMON VICTUALLER

DEPARTMENT APPROVAL REQUIRED FOR LICENSE TRANSFER

Please check appropriate status box, sign & return to Town Administrator/Board of Selectmen's Office.

BUILDING DEPARTMENT N/A

APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 6/1/2017

SIGNATURE: 

FIRE DEPARTMENT N/A

APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: _____

SIGNATURE: 

HEALTH DEPARTMENT N/A

APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 6/1/2017

SIGNATURE: 

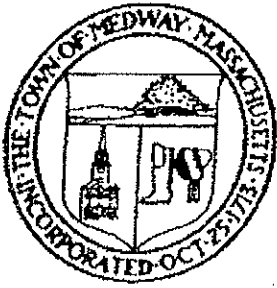
TREASURER/COLLECTOR DEPARTMENT N/A

APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 6/2/2017

SIGNATURE: 



Town of Medway
BOARD OF SELECTMEN
155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

APPLICATION FOR COMMON VICTUALLER LICENSE

License Fee - \$50.00

Common Victualler License Only

Common Victualler with Liquor License

05/22/2017

Date

New Application _____ Transfer Transferred From John Speliokos (supreme pizza LLC)

Name of Applicant: Mareen Daniel & Charbel Tabet (CTHD LLC)
owner:

Telephone 508-250-7399 E-Mail _____

Social Security #: _____ of _____

Business Name: supreme pizza

Business Address: 67C Main st, suite 107

Telephone 508-533-7723 E-Mail _____

Name of Proposed Establishment: supreme pizza

Days & Hours of operation: Monday to Saturday 11:00am-10:00pm, Sunday 12:00pm-9:00pm

Property Owner: Charter Medway II, LLC

Property Owner's Mailing Address: 75 Holly Hill Lane, suite 305, Greenwich, CT 068301

Change in Floor Plan must be approved by the Board of Selectmen

Copy of Floor Plan Enclosed _____ Maximum Seating # _____

Copy of Site Plan Enclosed _____ Maximum Occupancy # _____

Manager's Name: Mareen Daniel

Assistant Manager: Charbel Tabet

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owed have been paid:

Mareen Daniel
Applicant's Signature



Business Certificate # : 17.33

New Renewal

THE COMMONWEALTH OF MASSACHUSETTS

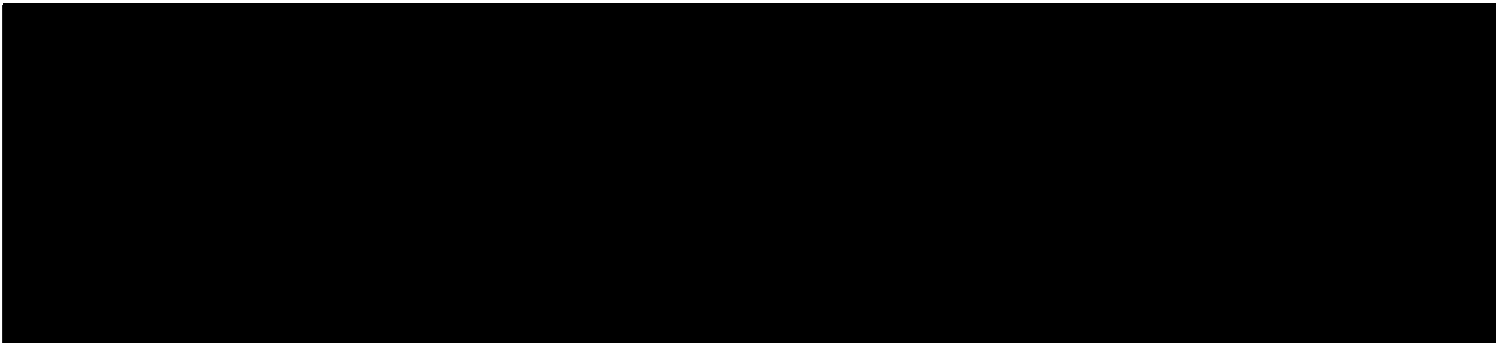
TOWN OF MEDWAY

Date: 05/08/2017

In conformity with provisions of Chapter one hundred and ten, section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Supreme Pizza
Title of Business

is conducted at 67 Main Street, Medway, MA.
Address



[Signature]
Signature

Karen Danah
Signature

OFFICE USE ONLY

The above named person(s) personally appeared before me and made the oath the the forgoing Statement is true.

[Signature]
Signature
TOWN CLERK

Identification presented
Driver's License # _____

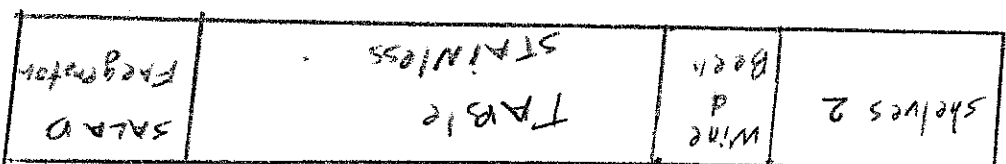
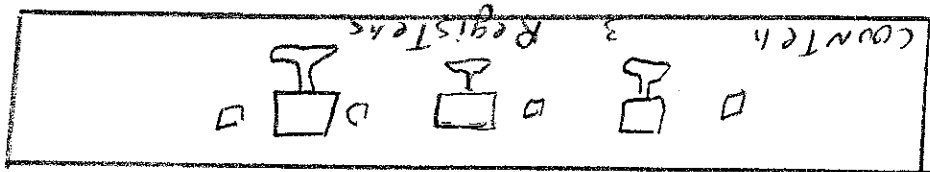
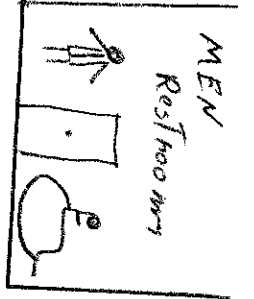
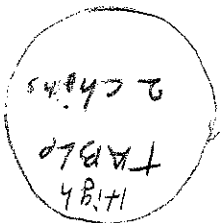
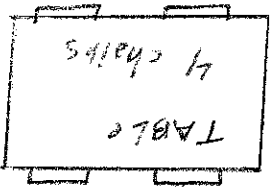
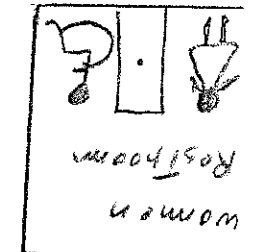
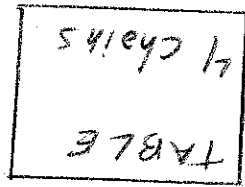
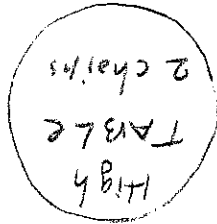
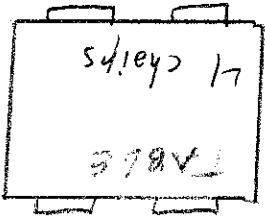
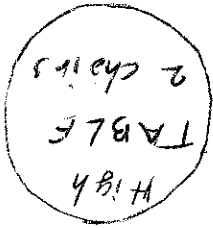
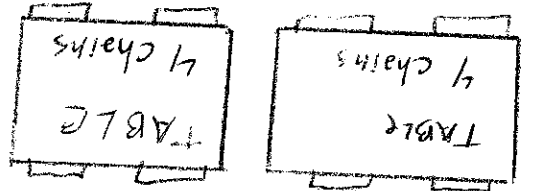
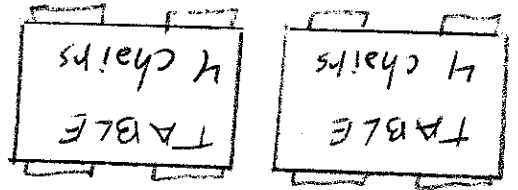
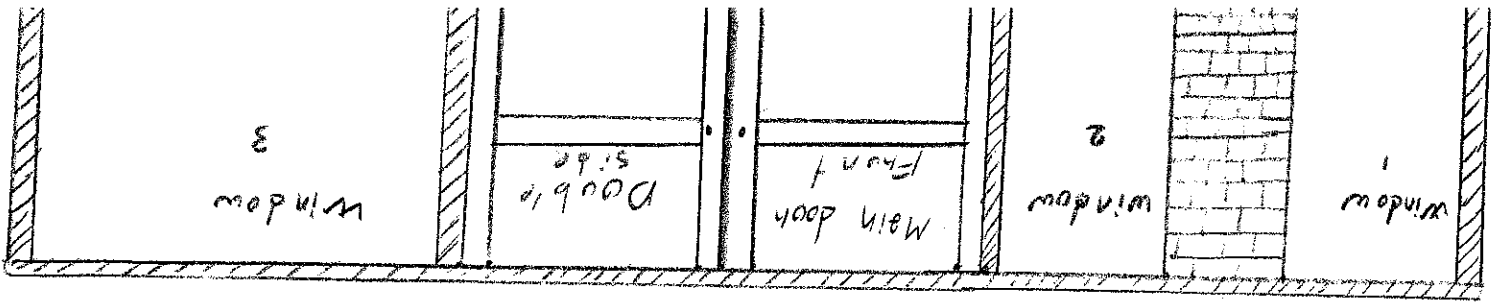
Certificate Expires 5/8/2021

UNIT 107

67 main st., Medway MA, stone with one entrance on main st., One exit Rear of building,

- Tables and chairs with seating for 39 people
- A storage area with 160 square foot
- Kitchen area has 540 square foot
- No dance floor
- No bar
- No outside serving area
- Number of Tables 12

- * equipments :
- grill 1
 - oil fryer 3
 - refrigerator unit for food 3
 - refrigerator unit for soda 2
 - walking cooler 1
 - walking freezer 1
 - double pizza oven 1
 - toaster 2
 - freezer stand 1
 - cold cut machine slicer 1

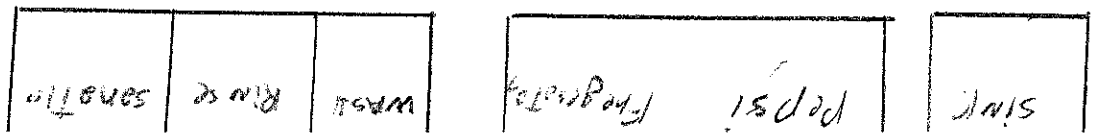
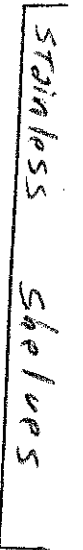
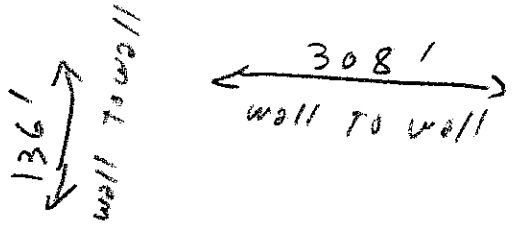
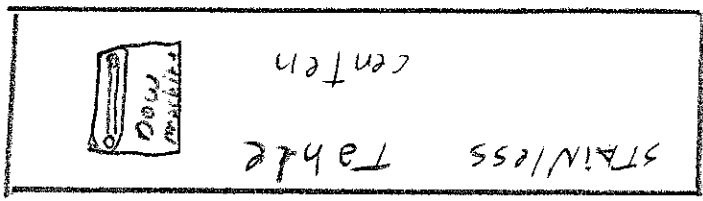
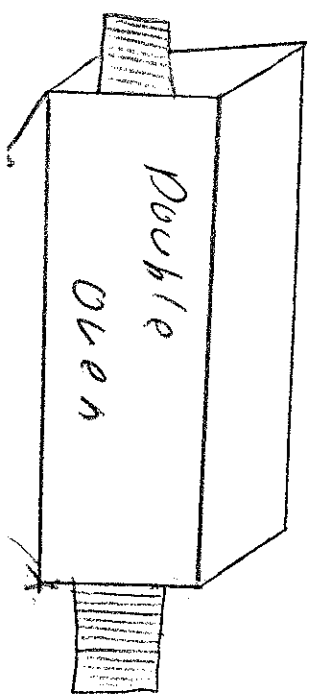
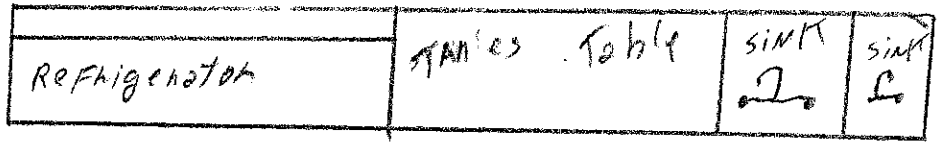
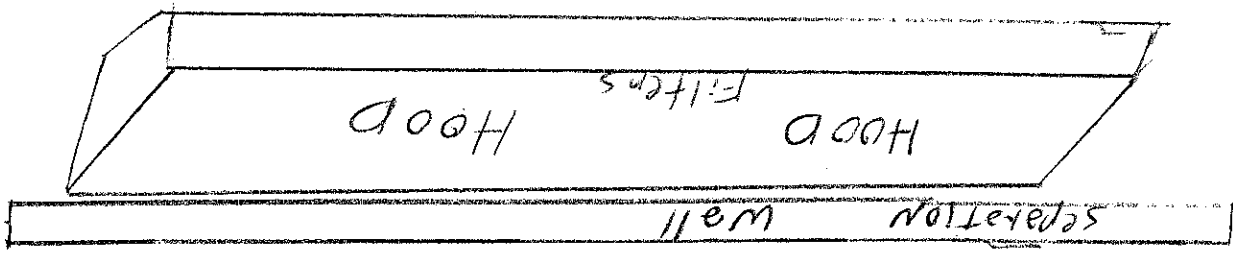
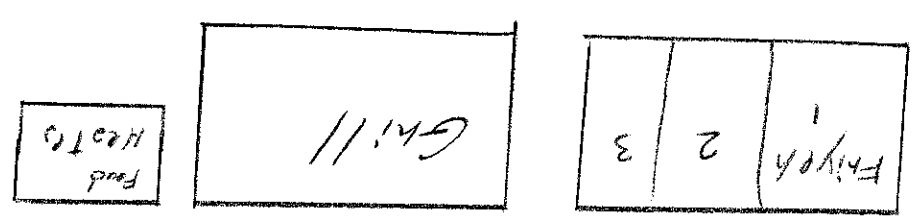
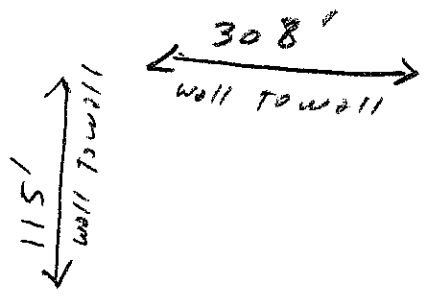
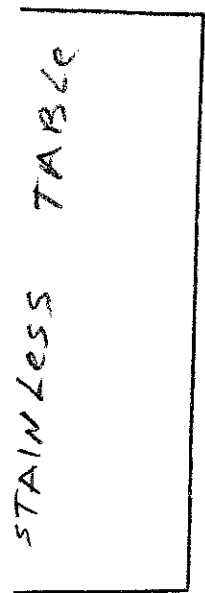
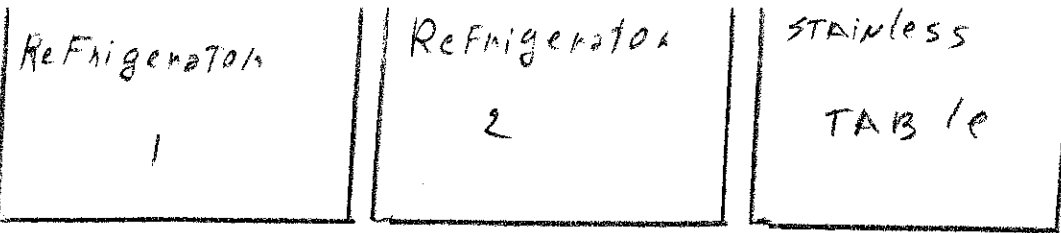


Pepsi
double coolers

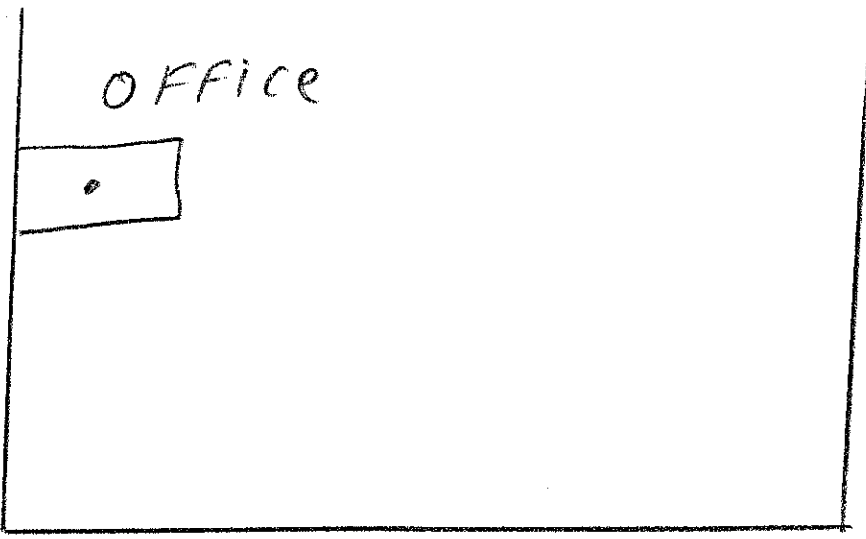
Fountain
sodas

chips
STAND

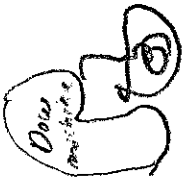
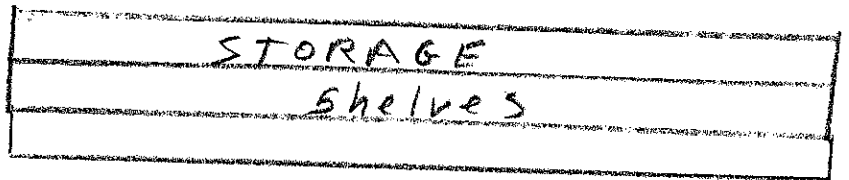
Sandwich



Emergency
EXIT

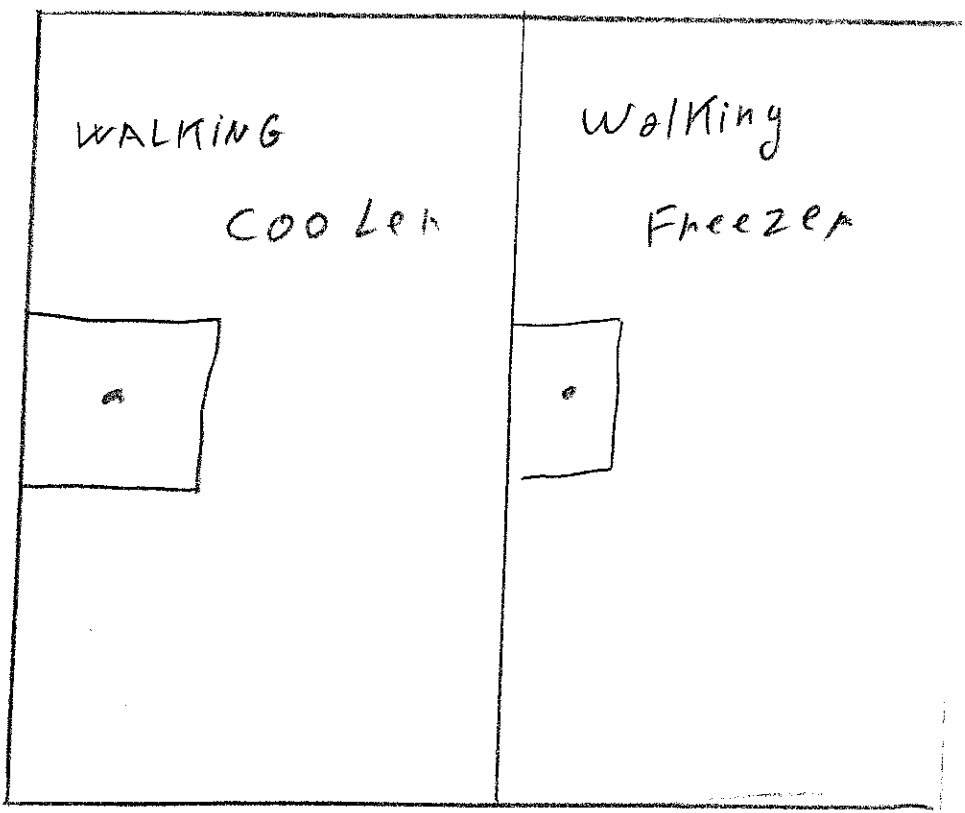
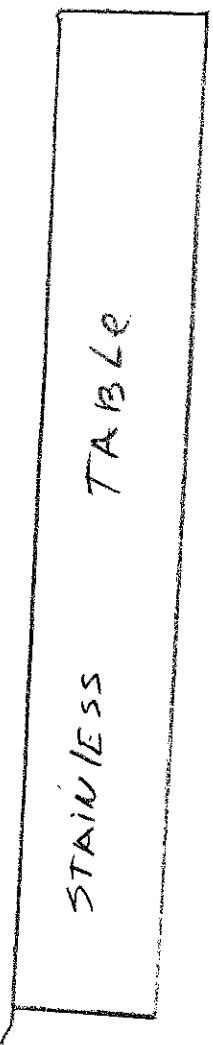
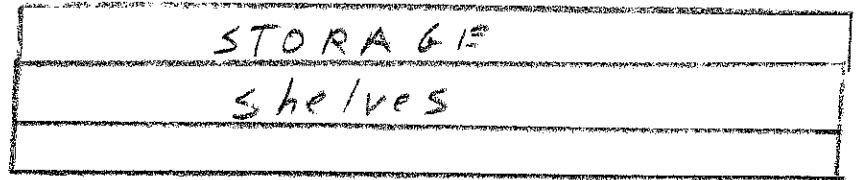


11em 4 11em
115'



FOUNTAIN
CONTAINERS

280'
wall to wall



AGENDA

ITEM #3

Public Hearing (7:30pm) - Request for Transfer of Liquor License & Common Victualler License from Zio Paulo's Trattoria to Paul Rogers, JR d/b/a PJ's Smoke N' Grill - 112B Main Street

Associated backup materials attached:

- Liquor License Application
- Common Victualler License Application

Note: All required supportive documents have been received for both license transfer requests.

Proposed Motions:

1. I move that the Board open the public hearing for the request to transfer the liquor license and common Victualler license associated with 112B Main Street.
2. I move that the Board close the hearing.
3. I move that the Board approve the transfer of the Section 12 liquor license and common victualler licenses associated with Zio Paulo's Trattoria, 112B Main Street, from Richard's Casino Bar and Grill to Paul Rogers, JR d/b/a PJ's Smoke N' Grill, Inc.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?

Yes No Chapter Acts of

If transferring, by what method is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

TYPE **CATEGORY** **CLASS**

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a [Beneficial Interest Contact - Individual](#) form.
 B. All entities listed below are required to complete a [Beneficial Interest Contact - Organization](#) form.
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a [CORI Release Form](#).

Name	Title / Position	% Owned	Other Beneficial Interest
Paul D. Rogers, Jr.	Owner <input type="text"/>	100	
	<input type="text"/>		

EXHIBIT A

Lounge:

Custom bar with granite top
Custom back bar with granite top
17 fixed bar stools
6 custom booths with granite top tables
1 window bench seat
2 tables
4 chairs
2 door true bottle cooler
4 barrel keg cooler micro matic
6 tap draft tower
1 3' ice bin
1 Hobart glass washer
1 pass through ice bin
1 perlic glass storage
1 4' service station

Host/Dining Room:

Host Desk/station
Bench seat for waiting customers
4 free standing tables
12 custom booths with granite top tables
16 chairs
1 service station
4 terminals of POS system

Kitchen:

1 Hobart dish machine
1 Soil and rinse stainless steel table
1 Glass rack shelf
1 clean L shaped stainless steel table
1 5 eagle 3 bay pot sink
1 stainless double oven shelf
2 hand sinks
1 2 bay food prep sink
4 stainless steel prep tables
1 pitco fryer
1 3' tec grill

- 2 sautee station - 8 burner
- 1 Blodgett oven
- 2 pizza prep stations
- 1 3 bay steam table
- 1 6' custom hood with fire system
- 1 salad prep station
- 1 Hoshizaki ice machine
- 1 Traulsen 2 door freezer
- 1 Morlake 8x10 walk-in refrigerator
- 1 laundry station - washer/dryer
- 1 gas fired hot water heater
- 1 mop sink
- 1 exterior walk-in box
- 2 storage rooms with shelving

Note: 2008 BMW 740i titled in the Seller's name NOT to be included and title to be transferred out of Seller's name prior to closing

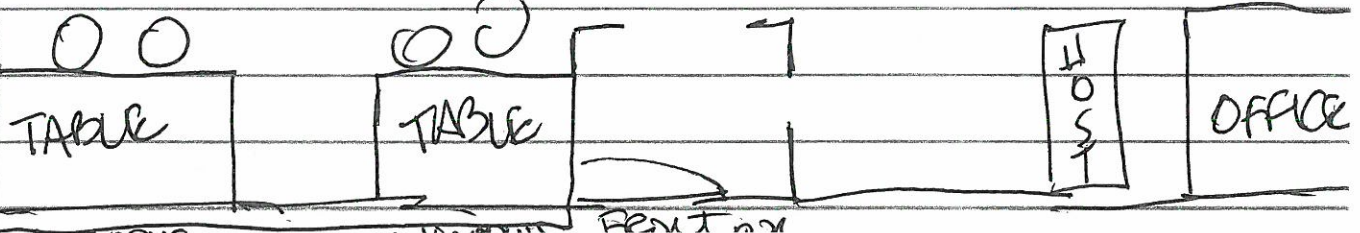
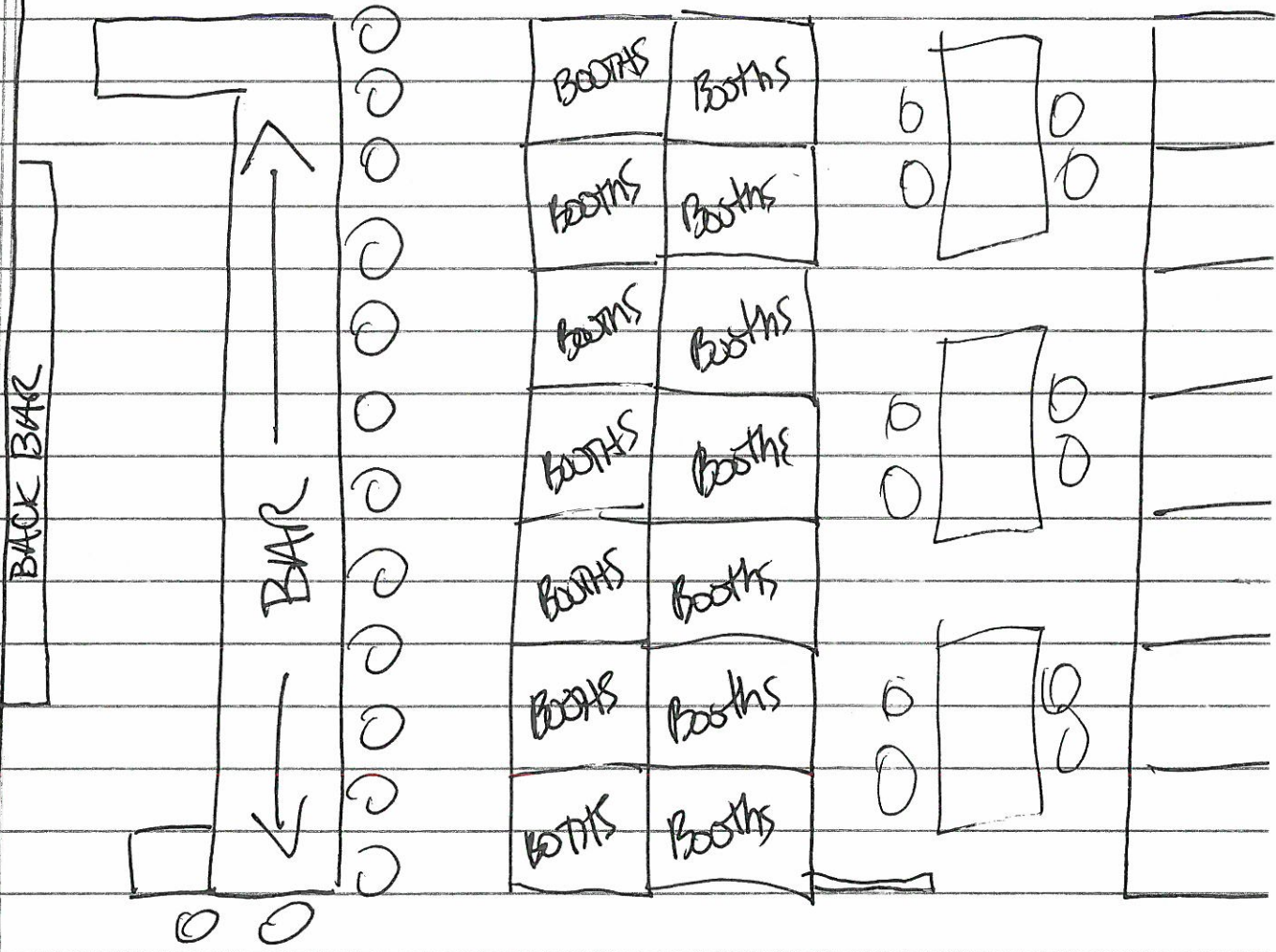
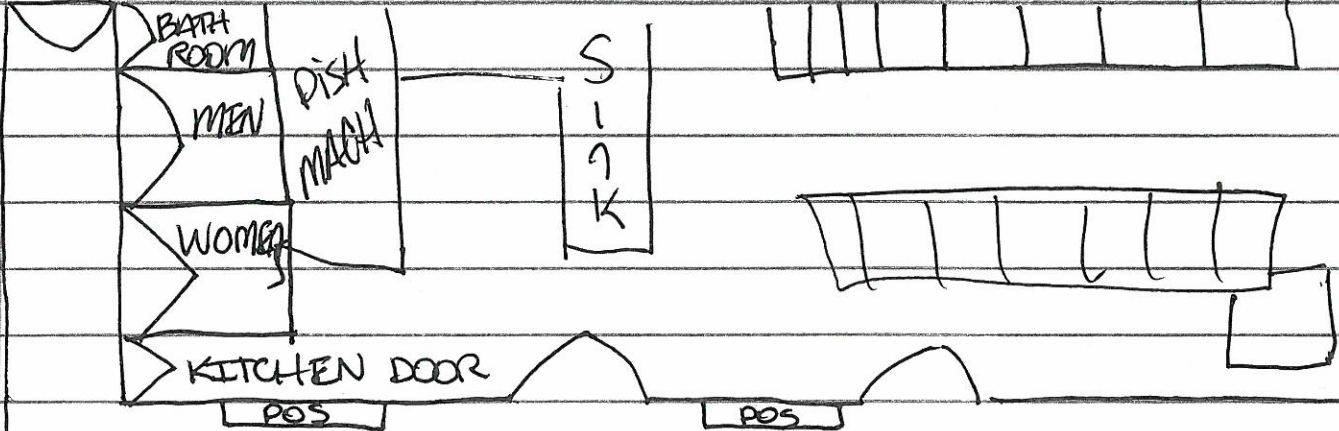
PREPARED BY:

DATE:

PROJECT TITLE:

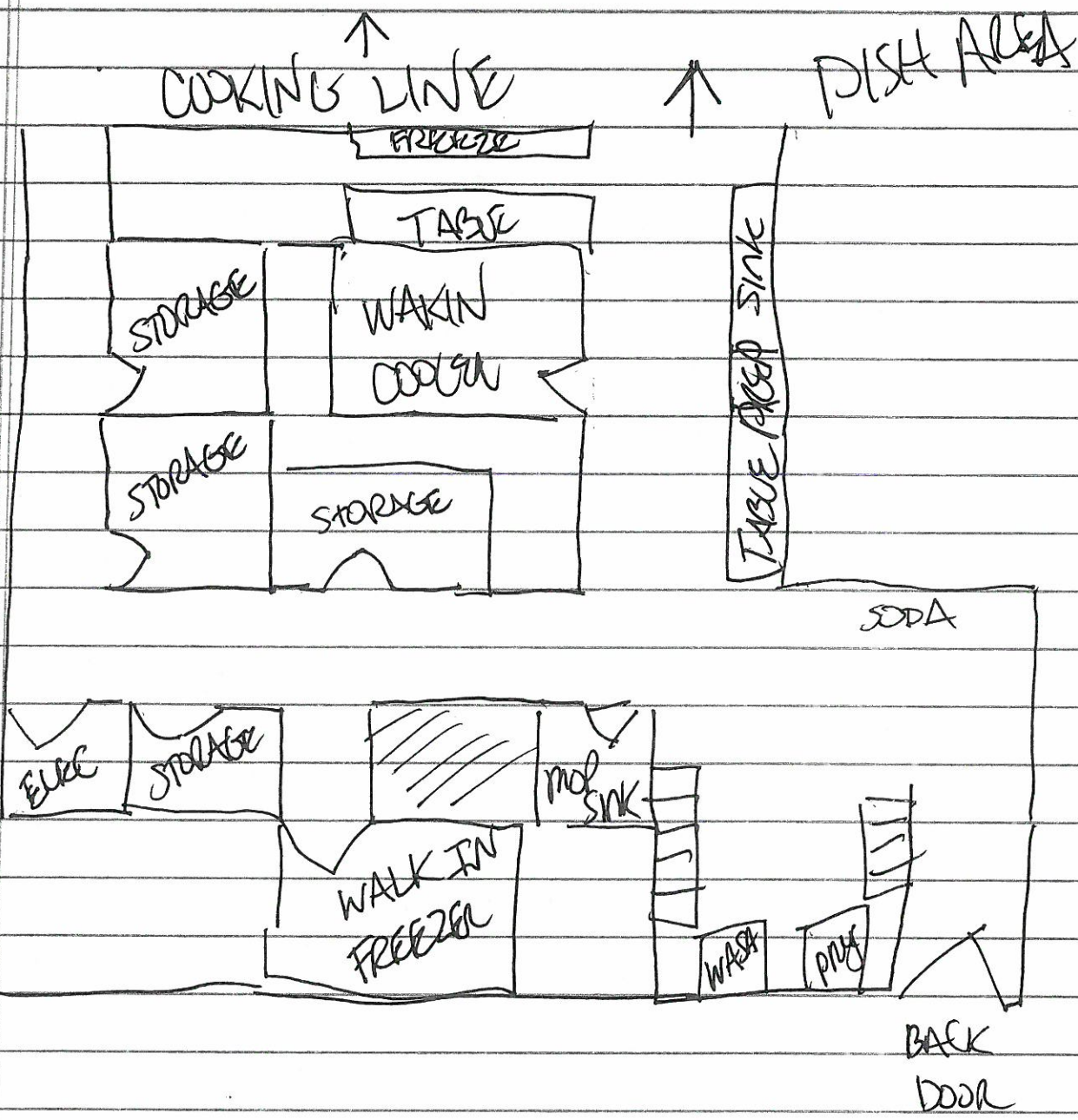
JOE'S SWEET & SALT
FRYER || Grill || Grill || SALTZ || OVEN || OVEN

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PROJECT TITLE: _____

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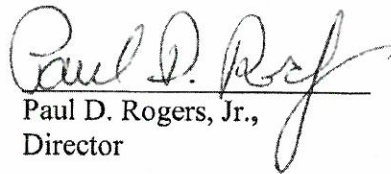
PJ'S SMOKE 'N' GRILL, INC.

ACTION BY DIRECTORS WITHOUT A MEETING

The undersigned, being the sole Director of **PJ'S SMOKE 'N' GRILL, INC.**, and having waived notice of the time and place and the purpose for which any meeting of the Directors has been or shall be called or held, does hereby take the following action:

- VOTED: Upon payment to the Corporation of the subscriptions in accordance with the terms thereof, the proper officers of the Corporation are authorized and directed to execute and deliver certificates for the number of shares of Common Stock so subscribed and paid for.
- VOTED: To adopt the form of certificate for shares of Common Stock attached hereto as the form of certificate for shares of Common Stock of the Corporation.
- VOTED: To adopt as the corporate seal of this Corporation the form of corporate seal which impression appears upon the margin of this record.
- VOTED: To designate Dean Bank the initial depository of the funds of this Corporation in accordance with the resolutions attached hereto and made a part thereof.
- VOTED: To authorize **Paul D. Rogers, Jr.**, the President and Treasurer, of the Corporation, to sign checks on the corporate bank account whenever necessary.

Executed as of this 25 day of April, 2017, said execution being a consent to the foregoing action taken and a waiver of any notice required to be given.


Paul D. Rogers, Jr.,
Director

APPLICANT'S NAME: PAUL D. ROGERS, JR.
DBA PJ'S SMOKE N' GRILL, INC
112B Main Street
Medway, MA 02053

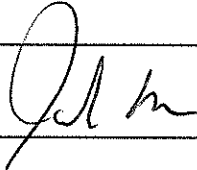
License(s): COMMON VICTUALLER

DEPARTMENT APPROVAL REQUIRED FOR LICENSE REQUEST

Please check appropriate status box, sign & return to Town Administrator/Board of Selectmen's Office.


BUILDING DEPARTMENT N/A
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 6/1/2017 SIGNATURE: 

FIRE DEPARTMENT N/A
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: _____ SIGNATURE: 

HEALTH DEPARTMENT N/A
 APPROVED:

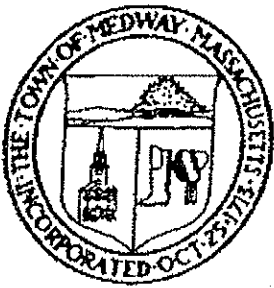
PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 6/1/17 SIGNATURE: Beth M. Haller

TREASURER/COLLECTOR DEPARTMENT N/A
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 6/2/2017 SIGNATURE: Samuel Walden



Town of Medway
BOARD OF SELECTMEN
 155 Village Street, Medway MA 02053
 (508) 533-3264 • FAX: (508) 321-4988

APPLICATION FOR COMMON VICTUALLER LICENSE

License Fee - \$50.00

Common Victualler License Only

Common Victualler with Liquor License

5/25/17

Date

New Application _____ Transfer Transferred From Lio Paolo's

Name of Applicant: Paul D. Rogers Jr.

Telephone 774-254-3419 E-Mail Pjrbg@comcast.net

S [REDACTED]

Business Name: PJ'S SMOKE 'N' Grill Inc.

Business Address: 112 B. Main St. Medway Ma 02053

Telephone 774-254-3419 E-Mail Pjrbg@comcast.net

Name of Proposed Establishment: PJ'S SMOKE W'N Grill Inc.

Days & Hours of operation: M-W 11:30 AM / Th-Sat. 11:30 AM / Sun. 12:00pm - 12:00 AM

Property Owner: Medway Health Care

Property Owner's Mailing Address: _____

Change in Floor Plan must be approved by the Board of Selectmen

Copy of Floor Plan Enclosed _____ Maximum Seating # 140

Copy of Site Plan Enclosed _____ Maximum Occupancy # 160

Manager's Name: Julie Rogers

Assistant Manager: Nicole Langley

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owed have been paid:

Paul D. Rogers
 Applicant's Signature

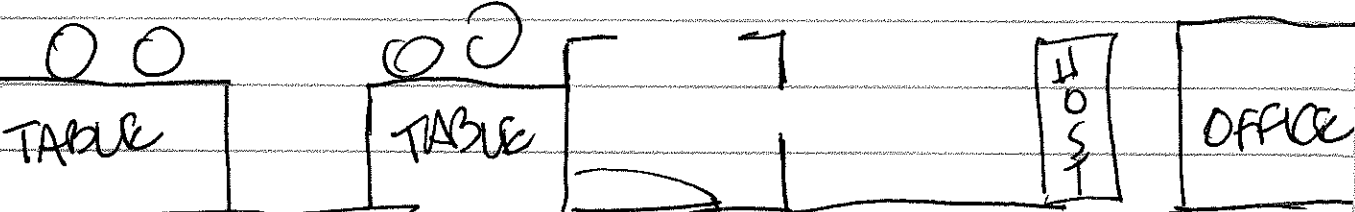
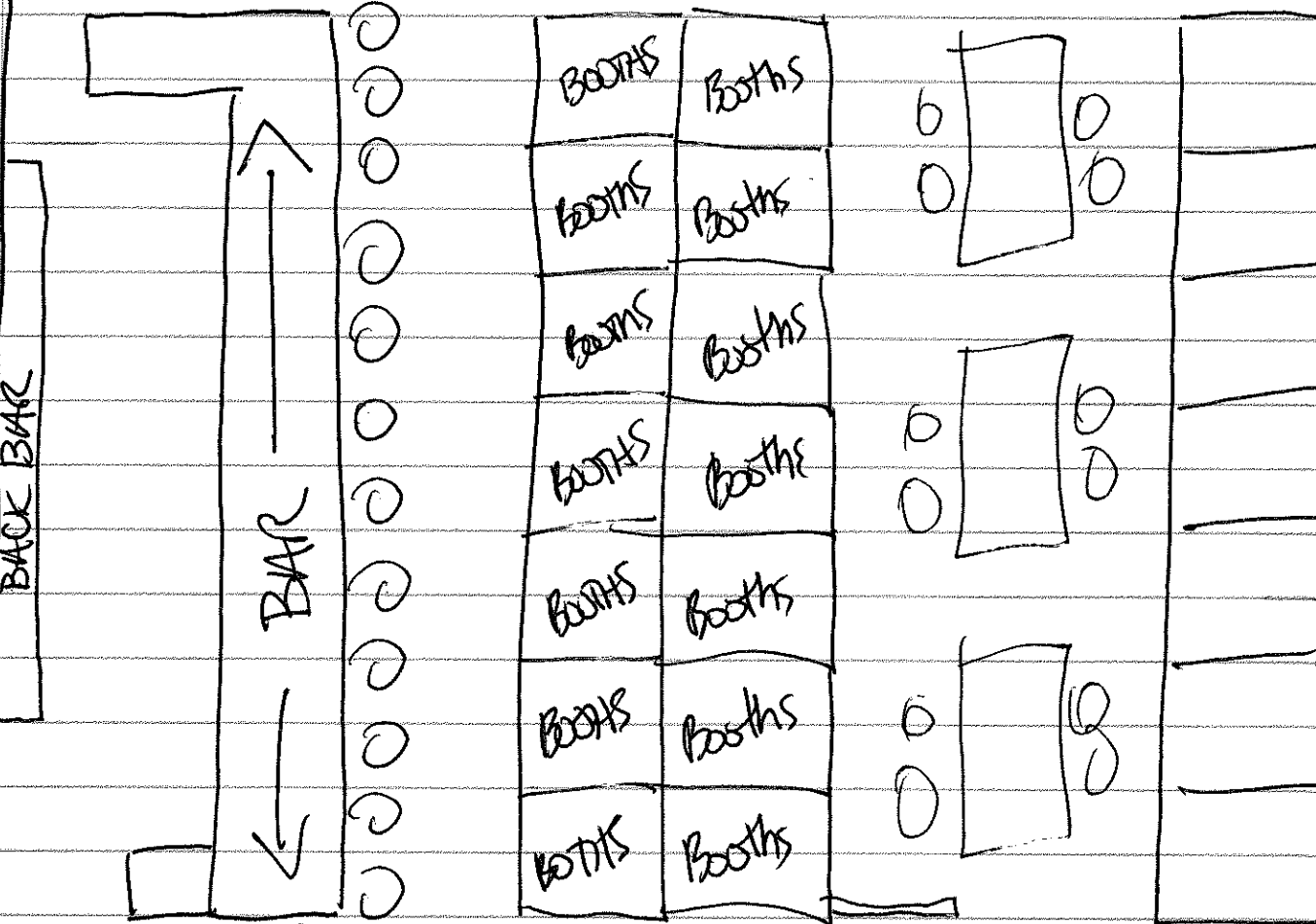
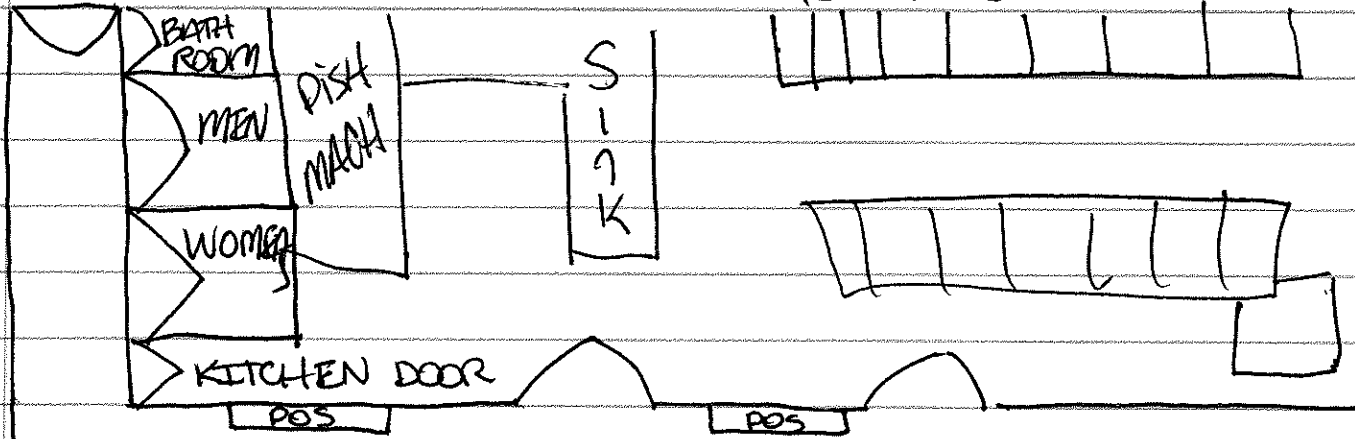
PREPARED BY:

DATE:

PROJECT TITLE:

JOE'S SNOCKE A
FRYER || Grill || Grill || SAUTS || oven || oven

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windows windows FRONT EX

PREPARED BY:

DATE:

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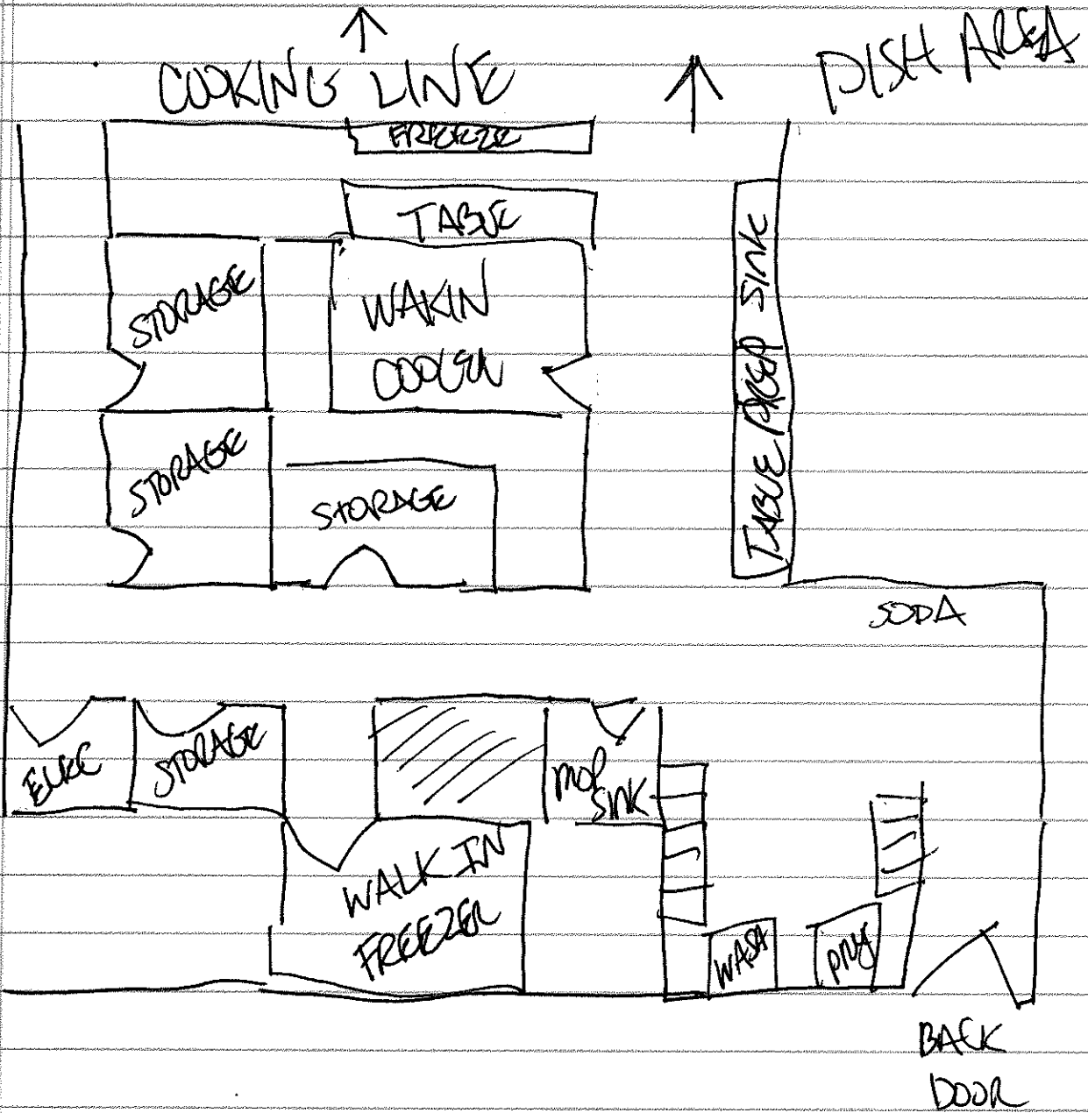


EXHIBIT A

Lounge:

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Custom back bar with granite top
17 fixed bar stools
6 custom booths with granite top tables
1 window bench seat
2 tables
4 chairs
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1 clean L shaped stainless steel table
1 5 eagle 3 bay pot sink
1 stainless double oven shelf
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- 1 exterior walk-in box
- 2 storage rooms with shelving

Note: 2008 BMW 740i titled in the Seller's name NOT to be included and title to be transferred out of Seller's name prior to closing

AGENDA

ITEM #4

**Approval – Contract with George E.
Sansoucy, P.E., LLC for Valuation Services
- \$8,000**

Associated backup materials attached:

- Memo from Donna Greenwood, Principle Assessor
- Contract

Proposed Motion:

I move that the Board authorize the Chairman to execute a contract with Sansoucy, P.E. for updated valuation services in an amount not to exceed \$8,000.

MEMORANDUM

TO: Board of Selectman

FR: Assessors

DATE: 6/26/2017

RE: Updated appraisal on the existing Exelon plant

The contract from Sansoucy is to provide the Town with an updated appraisal on the existing Exelon plant. This is required by the Department of Revenue due to the upcoming Fiscal Year (2018) being a certification year.

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

THIS AGREEMENT to provide engineering, consulting, and valuation update services with regard to value as of 1/1/17, for the fiscal year 2018, for ad valorem taxation purposes, the utility properties owned by Exelon, located in the Town of Medway, MA. (hereinafter referred to as the "Project"), is made the ___th day of ___, 2017, by and between **GEORGE E. SANSOUCY, P.E., LLC** a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 279 Main Street, Lancaster New Hampshire, (hereinafter referred to as the "CONTRACTOR"), and the **Town of Medway, MA.** (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) Copies of all required bonds, certificates of insurance and licenses required under the contract.

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with services as agreed herein. CONTRACTOR shall provide an update of the utility valuation of the Exelon property for valuation as of 1/1/17. The update will be provided in letter format to the town of Medway for utility valuation for fiscal year 2018. This update does not update land, and land is not part of this contract. The CONTRACTOR will provide an update letter report which will include a breakdown with supporting calculations of the right-of-way values for the utility. The TOWN will provide access to town records, tax maps and information provided by the utility, and will request that the utility provide information directly to CONTRACTOR. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

The work to be performed under this Agreement shall commence upon issuance by the TOWN of a written or verbal Notice to Proceed to the CONTRACTOR. ALL VALUES SHALL BE PROVIDED TO THE TOWN ON OR BEFORE SEPTEMBER 1, 2017. Time is of the essence in this Agreement. If CONTRACTOR has not delivered all work product required under this Agreement on or before 5:00 p.m. on September 1, 2017, the amount due from the TOWN shall be reduced by __\$50.00__ per day commencing September 2, 2017, until the TOWN receives complete performance.

ARTICLE 4: THE CONTRACT SUM

(a) Payments shall be made to the CONTRACTOR for services performed on a lump sum basis in the amount of \$8,000.00, subject to Article 3, Article 5 and the terms of this Agreement.

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

ARTICLE 5: PAYMENT

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

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

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the

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

ARTICLE 7: TERMINATION

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

ARTICLE 8: NOTICE

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

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

Contractor: George E. Sansoucy, P.E., LLC, owner
George E. Sansoucy, P.E., LLC
279 Main Street, Lancaster NH 03584

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies.

Automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of **\$1,000,000 each accident**.

General liability coverage shall be in the amount of **at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability**.

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

ARTICLE 10: [NOT APPLICABLE]

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: PREVAILING WAGES RATE [NOT APPLICABLE]

ARTICLE 13: OWNERSHIP OF DOCUMENTS

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

ARTICLE 14: STANDARD OF CARE

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

ARTICLE 15: [NOT APPLICABLE]

ARTICLE 16: GOVERNING LAW

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

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

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

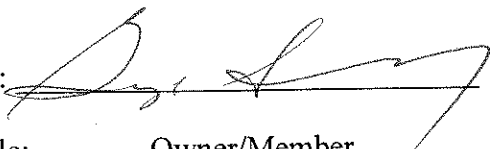
By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement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

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

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

CONTRACTOR:
GEORGE E. SANSOUCY, PE, LLC

TOWN OF MEDWAY:
Board of Selectmen

By: 
Title: _____ Owner/Member _____

By: _____

Carol Peet

Town Accountant

Dated: 6/21/17

Funding Source:

Key Org: 0214101 5300

Approved As To Form

Paul R. Peil

Town Counsel

Chief Procurement Officer

Dated: _____

Account: _____

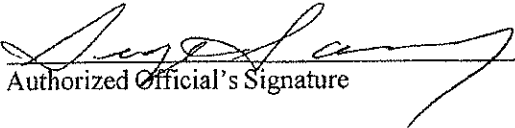
Dated: 6-19-17

NON-COLLUSION STATEMENT

Certificate of Non-Collusion

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

Date: Dec. 21, 2016


Authorized Official's Signature

George E. Sansoucy
Printed Name of Person Signing

Owner/Principal
Title of Person Signing

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

Fold, Then Detach Along All Perforations

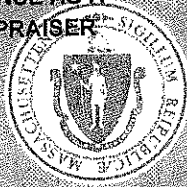
**COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE**

BOARD OF

REAL ESTATE APPRAISERS

ISSUES THE FOLLOWING LICENSE AS A
CERT GEN. REAL ESTATE APPRAISER

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



LICENSEE SIGNATURE

103328

03/20/2018

22941

LICENSE NUMBER

EXPIRATION DATE

SERIAL NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2017

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 BELDW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Marshall Insurance Agency 92 Main Street Lancaster, NH 03584	603-788-4657 CONTACT NAME: PHONE (A/C, No, Ext): 603-788-4657 FAX (A/C, No): 603-788-3504 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: LIBERTY MUTUAL INSURER B: LANDMARK AMERICAN INS CO INSURER C: INSURER D: INSURER E: INSURER F:
INSURED George E. Sansoucy PE LLC 86 Reed Road Lancaster, NH 03584	

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/SUBR (NSD / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP8350354	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 CSL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BOP8350354	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below	Y	WC8739342	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LANDMARK AMERICAN		LHR760717	11/29/2016	11/29/2017	PROF LIAB 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)
CONSULTING; OWNER GEORGE SANSOUCY IS EXCLUDED ON THE WORKERS COMP POLICY.
 COVERAGE IS PROVIDED IN THE STATES OF NH, MA & VT.

CERTIFICATE HOLDER TOWN OF MEDWAY 155 VILLAGE ST MEDWAY, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



SANS-1

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2017

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

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

PRODUCER Marshall Insurance Agency 92 Main Street Lancaster, NH 03584	603-788-4657	CONTACT NAME:	
		PHONE (A/C, No, Ext): 603-788-4657	FAX (A/C, No): 603-788-3504
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: LIBERTY MUTUAL	
		INSURER B: LANDMARK AMERICAN INS CO	
		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 <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:	X		BOP8350354	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 CSL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BOP8350354	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ 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 Y	N/A	WC8739342	01/01/2017	01/01/2018	<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	LANDMARK AMERICAN			LHR760717	11/29/2016	11/29/2017	PROF LIAB 1,000,000

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

CONSULTING; OWNER GEORGE SANSOUCY IS EXCLUDED ON THE WORKERS COMP POLICY. COVERAGE IS PROVIDED IN THE STATES OF NH, MA & VT. TOWN OF MEDWAY IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

TOWNMED

TOWN OF MEDWAY
155 VILLAGE ST
MEDWAY, MA 02053

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

GEORGE E. SANSOUCY, P.E., LLC
Corporate Name (please print or type)

 5/5/17
Signature of Corporate Officer Date

GEORGE E. SANSOUCY OWNER/MEMBER
Name of Corporate Officer (please print or type) Title

02-0463176
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.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
_____ held on _____ it
(Name of Corporation) (Date)

N/A
George E. Sansoucy, PE, LLC
is an "LLC".

Was voted that:

(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 _____ under seal of the company,
(Officer)

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:

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

SPECIAL MUNICIPAL EMPLOYEE INFORMATION	
Name of special municipal employee:	George E. Sansoucy, P.E., LLC
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input checked="" type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input checked="" type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Outside expert appraiser
Fill in this box if it applies to you.	<p>If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.</p> <p>George E. Sansoucy, P.E., LLC</p>
Municipal Agency/ Department:	<p>This is "my Municipal Agency."</p> <p>Town of Medway</p>
Agency Address:	155 Village Street Medway, MA 02053
Office phone:	508-533-3264
Office e-mail:	dgreenwood@townofmedway.org
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a special municipal employee.	

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input checked="" type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p>Town of Medway 155 Village Street Medway, MA 02053</p>
<p>Write an X to confirm</p>	

this statement.	<input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.
FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for.
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. My company will receive compensation at a fixed rate of \$8,000.
Date when you acquired the financial interest	I have not yet acquired a financial interest. I will acquire a financial interest if and when approval is received from the appropriate municipal authority and the contract is executed.
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None.
Date when your immediate family acquired the financial interest	Not applicable.
Employee signature:	<i>George Sansone</i>
Date:	5/5/17

**SEE NEXT PAGE FOR APPROVAL
 BY CITY COUNCIL, BOARD OF ALDERMEN,
 BOARD OF SELECTMEN, TOWN COUNCIL,
 OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	
Agency Address:	
Office phone:	
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.

AGENDA

ITEM #5

Appointment Consideration – Cultural Council – Melissa Kelley & Gail Hachenburg

Associated backup materials attached:

- Correspondence from Carla Cataldo

Please note- Four members of the Cultural Council will be resigning as of 6/30/17 leaving vacancies to be filled. Email's received from both candidates confirming appointment interest.

Proposed Motions:

1. I move that the Board appoint Melissa Kelley to the Cultural Council for a 3 year term.
2. I move that the Board appoint Gail Hachenburg to the Cultural Council for a 3 year term.



Medway Cultural Council
155 Village Street
Medway, MA 02053



June 18, 2017

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

Dear Chairperson White and members of the Board of Selectmen:

I enthusiastically support the appointments of Melisa Kelley and Gail Hachenburg to the Medway Cultural Council. Thank you for getting them on your next available agenda.

Sincerely,

**Carla C. Cataldo
President, MCC**

AGENDA

ITEM #6

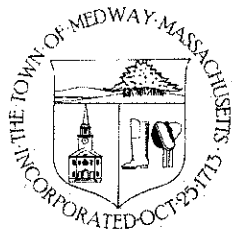
Approval – Contract with Waste Management for Curbside Solid Waste & Recycling Collection

Associated backup materials attached:

- Contract Summary
- Annual Solid Waste Contract Comparison
- Contract

Proposed Motion:

I move that the Board authorize the Chairman to execute a three year contract with Waste Management for curbside solid waste and recycling collection services subject to funding in year 2 and year 3, and proof of appropriate insurance coverage.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

BARRY SMITH
DEPUTY DIRECTOR

June 20, 2017

To: Medway Board of Selectmen

Re: Solid Waste Contract FY 2018 - FY 2020 Highlights

Over six months ago, we began discussions on contract renewal with Waste Management. Key elements are identified impacting cost and service:

- Pay-As-You-Throw program is working and should be retained.
- Single stream recycling using 96 gallon totes is working, but number of totes is impacting costs.
- One bulk item disposed of curbside for free should be retained.
- White Goods volume is very high and is expensive.
- Recycling Center costs are rising.

In addition, WM provides the following added services that we wish to maintain:

- Vehicle GPS tracking giving place and time of stops.
- Daily Tag List showing addresses that do not have trash and/or recycling totes out on time.
- Supervisor who can provide extra pick-ups in cases of service errors.
- Call center to handle special items / white goods.

After WM made an initial proposal, the Town reached out to other service providers to determine if others can provide a similar level of service at a reasonable cost. Lawrence Waste emerged as a possible good alternative. Ultimately, their pricing for Curb-Side is too high due to start-up costs. However, they do offer new solutions for the Recycling Center with substantial cost savings. We negotiated a revised program with WM that will help control costs yet retain high levels of service. Recycling Center service is recommended to be moved to Lawrence Waste.

Key elements of the new contracts:

Waste Management

- Pay-As-You-Throw program continues using "yellow bags" with no price increase.
- Single stream recycling using 96 gallon totes continues. One free tote for every solid waste account.
- Additional totes can be added for a flat \$50 per year fee. Collection fees for additional totes are reduced in the new contract. Previous contract was a flat rate per cart.
- Fuel charge is lowered by setting a new base rate range.

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

TOWN OFFICES | 45B HOLLISTON STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

- A base capped fee is placed on single stream recycling disposal. The fee is flat to ensure stable pricing over the contract term. Reconciliation is calculated monthly and banked. Final reconciliation occurs at contract end.

Waste Management (cont.)

- White goods continue to be collected curbside by appointment at no costs. New limits are imposed - only stoves, washers, dryers, dishwashers, refrigerators, trash compactors, air conditioners, or water heaters are collected curbside. Any other items can be disposed of as trash or brought to the Recycling Center. Pick-ups are limited to four calls per year with a maximum of eight items per year total.

Lawrence Waste

- Lower costs at the Recycling Center both in terms of service and possible revenue recovery.
- Medway based company with a strong desire to service their home town. Provides us an opportunity to see how they operate for possible future service expansion.
- Proposed several changes to the Recycling Center operations designed to improve efficiency.
 - Proving four new larger compactors for cardboard, mixed paper, single stream recycling, and trash.
 - Dry cardboard is the highest value commodity today providing added revenue at \$150 per ton.
 - Trash compaction will save substantial hauling fees, require less space, and provide a cleaner space.
- Provide electronic recycling in a new container to offset curbside restrictions.

Net result allows for minor price increases to those who use the system the most. No cost increase or service change for the vast majority of residents.

The results of these contracts were not possible without much hard work, and the participation of Selectmen White and Crowley in discussing white-good ideas was most appreciated. We thank the Board of Selectmen for their consideration of these proposals, and welcome any questions or suggestions you may have.

Sincerely,



David D'Amico
Director

xc: Michael Boynton

Annual Solid Waste Contract Comparison

Description of Service	FY 2017	FY 2018	FY 2019	FY 2020
Curbside Trash Collection & Bulk Items/mo	\$ 30,978	\$ 30,444	\$ 31,281	\$ 32,142
Curbside Recycling Collection/mo	\$ 20,068	\$ 15,461	\$ 15,887	\$ 16,323
487 Additional Carts Collection/mo	\$ 2,440	\$ 1,339	\$ 1,378	\$ 1,412
Fuel Charge/mo	\$ 1,235	\$ -	\$ 1,369	\$ 1,369
White Goods/mo	\$ 955	\$ 1,667	\$ 1,667	\$ 1,667
School Recycling Container Collection	\$ 688	\$ 650	\$ 667	\$ 686
Per Month	\$ 56,363	\$ 49,561	\$ 52,249	\$ 53,598
Annual	\$ 676,358	\$ 594,732	\$ 626,985	\$ 643,179

Note 1
Note 2
Note 3

Medway Recycling Center Disposal/mo	\$ 3,790	\$ 2,584	\$ 2,655	\$ 2,728
Medway Recycling Center Container Rental/mo	\$ 910	\$ 1,370	\$ 1,408	\$ 1,446
Annual	\$ 56,400	\$ 47,448	\$ 48,753	\$ 50,094

Recycling Center Comparison WM vs. Lawrence (FY16 Figures)

Waste Management	Volume	Cost Per Unit	Annual Cost
Compactor Rental per Month	2	\$ 350	\$ 8,400
Container Rental per Month	7	\$ 30	\$ 2,520
MSW Hauls per Year / Cost per Haul	54	\$ 233	\$ 12,604
Recyclables Hauls per Year / Cost per Haul	70	\$ 202	\$ 14,110
Tire Hauls per Year / Cost per Haul	4	\$ 637	\$ 2,546
Demo & Wood Tons per Year / Cost per Ton	175.23	\$ 93	\$ 16,218
Annual Cost			\$ 56,397
Lawrence Waste	Volume	Cost Per Unit	Annual Cost
Compactor Rental per Month	4	\$ 255	\$ 12,240
Container Rental per Month	7	\$ 50	\$ 4,200
MSW Hauls per Year / Cost per Haul	15	\$ 230	\$ 3,450
Recyclables Hauls per Year / Cost per Haul	56	\$ 195	\$ 10,920
Tire Hauls per Year / Cost per Haul	4	\$ 435	\$ 1,740
Demo & Wood Tons per Year / Cost per Ton	175.23	\$ 85	\$ 14,895
Annual Cost			\$ 47,445

Note 4
Note 5

Note 1
Note 2
Note 3
Note 4
Note 5

Assumes no change in # of extra carts

No fuel adjustment between \$2.00-\$2.85 per gal. Shown at \$4.00/gal

Assume 800 pieces at \$25 ea

3-1 Compaction + Larger Container

20% larger container

Agreement Between

TOWN OF MEDWAY AND WASTE MANAGEMENT OF MASSACHUSETTS

THIS AGREEMENT for **Curbside Solid Waste and Recycling Collection Services**, (hereinafter referred to as the "Project"), is made the _____ day of _____, 2017, by and between Waste Management of Massachusetts, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 26 Patriot Place, Suite 300 Foxboro, MA, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

ARTICLE 1: CONTRACT DOCUMENTS

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

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S SCOPE OF SERVICE including APPENDICES A&B
- 3) CONTRACTOR'S Price sheets – EXHIBITS 1 & 2
- 4) Copies of all required bonds, certificates of insurance required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide Curbside Solid Waste and Recycling Collection as more fully described in the Statement of Work and Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

The Contractor shall commence work on July 1, 2017 and shall continue to provide services through June 30, 2020. The Town may, at its option negotiate and extension to this agreement for additional one year periods beyond June 30, 2020. This agreement is subject to annual appropriation by the Town as provided for by law.

ARTICLE 4: COMPENSATION

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

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

ARTICLE 5: Termination for Cause

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 6: NOTICE

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

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

Contractor:

Name: Chris DeSantis
Title: President
Company: Waste Management of Massachusetts
Address: Patriot Place – Suite 300
Foxboro, MA 02035

ARTICLE 7. INSURANCE

(a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.

(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. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

(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. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 8: PERFORMANCE BONDS

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 amount equal to 25% of the Annual Contract price.

ARTICLE 9: SUBCONTRACTING OF WORK

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

ARTICLE 10: 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 11: OWNERSHIP OF DOCUMENTS

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

ARTICLE 12: 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 13: 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 14: COMPLIANCE WITH MASSACHUSETTS TAX LAW

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 15: CORPORATE CONTRACTOR

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

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

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

CONTRACTOR: Waste Management of MA. Inc.

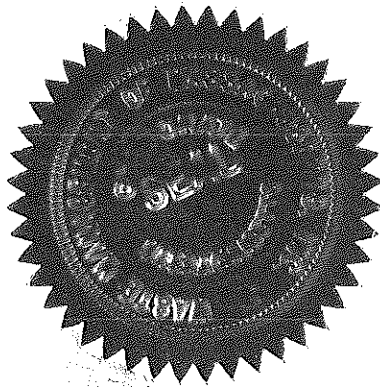
TOWN OF MEDWAY
By its Board of Selectmen

By: _____

Title: _____

Corporate Seal:

Dated: _____





Carol Pratt | Finance Director

Dated: 6/19/17

Funding Source:

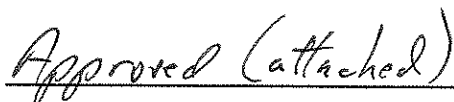
Account: 62004312-5385/5386/5387/5388



David D'Amico | DPS Director

Dated: 6/15/17

Approved as To Form



Town Counsel

Dated: 6/13/17

Scope of Services

A. The Contractor shall provide the Town, in accordance with the terms and conditions herein, for a term of three (3) years, commencing July 1, 2017, with once-per-week curbside collection and transportation of municipal solid waste (MSW) and the every-other-week curbside automated single stream collection and processing of recyclables. Municipal solid waste shall be transported to Wheelabrator Millbury and Curbside single stream recycling shall be transported to WM Recycle America material recovery facility located in Avon, MA, the Town shall be responsible for all tipping and recycling processing fees associated with the disposal. Town agrees to use its best efforts to communicate with their contracted disposal site and resolve issues associated with “long wait to dump times” at Millbury should they exceed 45 minutes from the time trucks arrive to the main access road

B. The Contractor has supplied and distributed 1- 96 gallon wheeled cart for the purposes of automated single stream recycling to each of the 4103 participating households. Carts will become property of Town of Medway effective July 1, 2017, at which time Town will be responsible for delivery of new carts and normal routine maintenance of the carts. Contractor will not be responsible for the replacement of lost or stolen carts, or carts damaged because of citizen neglect. If during the term of the contract the Town wishes to have additional cart inventory on hand, orders will be placed by the Town directly through the cart vendor and Town agrees to pay cart vendor directly for additional cart orders placed. Contractor agrees to issue a credit to the curbside collection account in the amount of \$2,995.40 as reimbursement to the Town for the advance order of 54 carts placed on January 23rd, 2017.

C. The curbside collection and transportation shall be from (i) all residential dwellings and (ii) from the municipal buildings and properties set forth in Appendix A attached hereto and made a part hereof.

D. The Contractor will not collect trash or recycling that has not been set out in compliance with local and state regulations. The Contractor agrees to assist the Town in its efforts to decrease trash tonnage and increase marketable recyclables.

E. The Town’s Pay As You Throw program consists of large and small bags made available to residents at pre-determined retail outlets.

F. Contractor shall provide the Town with sufficient and adequate containers to facilitate trash and single stream recycling collection from the municipal buildings and properties per Appendix A. Contractor will continue to own the containers and will maintain, repair or replace them when necessary. Further, Contractor will provide additional containers should trash or recycling volume at these sites

exceed expectations. Contractor will negotiate with the Town a fair and reasonable additional monthly charge if the service levels exceed the levels listed indicated in Appendix A.

G. Contractor agrees to handle all complaints and requests for information in a courteous and expeditious manner and agrees during regular business hours to provide the Town with the name(s) and telephone number(s) of its employee(s) to contact; provided, further, Contractor shall provide the Town, on a daily basis, with copies of the Contractor's daily complaint and/or driver call-in logs and/or tag lists. Contractor will further provide the Town with a list the names of drivers and identification numbers of trucks servicing the Town each day and furthermore provide an update on any deviations to that list by 8:30AM on day of deviation. When notified by the Town of missed collections, the Contractor shall arrange for the collection of solid waste and/or recyclables on that day or in any event no later than 9:00 a.m. on the next collection day after the complaint is received.

H. All drivers working within the community will have a good working knowledge of the Town's streets, the provisions of Pay-As-You-Throw as it has been implemented in Medway, and the contamination issues inherent in the Single Stream Recycling program.

I. The Contractor shall provide the equipment, materials, and personnel to collect and transport municipal solid waste and recyclables on Monday thru Friday of each consecutive week, together with a Saturday in the event one such day during the week is a holiday hereinafter designated or weather conditions prohibit the Contractor from said collection and transportation. Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Permission of the Director of Public Services or Town Administrator must be obtained before cancellation of collection is allowed.

J. On each said day of collection, the Contractor shall not commence work before 7:00 a.m. or one-half hour after sunrise, whichever shall occur later, nor continue work beyond one-half hour after sunset.

K. The holidays on which the Contractor shall not work for the Town are as follows:
New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

L. The Contractor will not make any substantial changes to routes or services without prior Town authorization, which shall not be unreasonably withheld.

Trucks and Equipment

A. Contractor shall provide new or like new modern CNG trash trucks and new or like new modern recycling trucks during this contract period.

B. The Contractor shall provide appropriate trucks and equipment to effectively perform all operations and requirements laid out within this contract.

C. The primary truck assigned for use in the Town per above item A is for collection of solid waste will be dedicated trucks for use within the Town of Medway in the service of this contract. The primary truck assigned for the collection of recycling may be shared with one other Town. These trucks will not be used in any other community until the performance of the obligations to Medway pursuant to this contract have been completed.

D. All trucks provided for single stream recycling collection will be equipped with a mechanical arm and claw capable of accommodating various sized containers from 35 gallons to 96 gallons.

E. All equipment/trucks used by the Contractor shall be subject to inspection for sanitation, DOT safety, and appearance and subject to approval or rejection by the Town Administrator or the Director of Public Services at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible in order to assure that the route is completed. The Contractor shall forfeit in the form of liquidated damages if the Town deems that the Contractor is not maintaining trucks and equipment being used in Medway in a sanitary and safe condition and in good working order. See Appendix B.

Solid Waste

The solid waste to be collected and disposed of shall include abandoned, useless or discarded household/residential items that do not contain hazardous waste as defined under applicable law and regulation, materials listed in MassDEP waste bans pursuant to 310 CMR 19.17(3) or those items covered under the mercury disposal prohibition 310 CMR 76.00.

All such items shall be placed in suitable bags as associated with the Town's Bag Program for pick up and shall not exceed the weight limitation. The Contractor shall supply rejection notices for trash and/or recycling improperly set out by the resident. All drivers will have an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected. Contractor shall be responsible for any damage, except caused by weather or normal wear and tear, caused to reusable containers and protective covers.

The term Municipal Solid Waste shall **not include**: explosives, human and animal wastes, pathological or infectious wastes, white metal, radioactive materials, Freon-bearing appliances, poisons, acids, waste oils, tires, batteries, yard wastes, hazardous chemicals, electronics, dead animals or any item banned from disposal (e.g. mercury bearing wastes and recyclables) as per 310 CMR 19.00 et seq. and 310 CMR 76.00 et seq. ("Excluded Materials").

Single Stream Recycling

Recyclable Materials shall be air dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclable Material does not include the following:

Bagged materials (even if containing Recyclable Material)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.

“Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances. Recyclable Material may not contain a percentage of Non-Recyclable Material greater than 10%.

Title to Solid Waste/Recyclable Material

With the exception of Hazardous or Excluded Materials, title to all Solid Waste and Recyclable Material shall pass to Contractor when placed in Contractor's collection vehicle. If Excluded Materials are included in the Solid Waste and/or Recyclables, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by applicable law. The Town will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, Customer must remove, or cause to be removed, such Excluded Materials and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with applicable law. If the Customer fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to the Town.

White Goods

White Good items will be limited to up to 8 acceptable items per collection appointment and will be collected once per week utilizing a separate truck for collection. Acceptable white goods for curbside collection include, washers, dryers, stoves, refrigerators, dishwashers, air conditioners, water heaters and trash compactors. Contractor agrees not to accept any other items. Residents will be required to contact the WM customer service center to schedule a collection appointment. Town of Medway will be charged the per item fee for each acceptable item indicated in attached Exhibit 1.

Bulk Items

Large burnable bulky items will be limited to 1 item per week per household and will be collected on the scheduled trash collection day.

Christmas Tree Collection

Contractor to provide one weekly collection of Christmas Trees per year. Contractor is responsible for disposal costs for Christmas Tree collection. Residents would be required to place Christmas trees curbside and will be collected on their scheduled trash collection day. The collection week will be agreed upon in advance by the contractor and the Town.

Reporting

A. The Contractor shall provide daily weights from curbside trash and recycling collection to the Town on a monthly basis. Copies of weight slips will be provided upon request

B The contractor shall provide to the Town on a quarterly basis, an itemized tally of all white good items called in for collection.

C In compliance with the Massachusetts Department of Labor regulations, the Contractor shall provide the Town with monthly payroll reports upon request.

D The Contractor will notify the Town should any municipal container have a sufficient amount of contraband materials (trash in recycling or recycling in trash) to result in either a rejected load or a fine. Unless it would prove a hardship, Contractor will notify the Town prior to collection and allow the Town the opportunity to clean the container of the contraband.

Payment

A. CURBSIDE: The Contractor shall invoice the Town for all curbside services including collection and recycling processing on a monthly basis. Pricing for these services shall be as provided in the Price Proposal Sheet attached hereto as Exhibit 1.

B. MUNICIPAL: The Contractor shall provide an itemized invoice for collection, disposal and processing of the Municipal trash and recycling containers. Pricing for these services shall be as provided in the Price Proposal Sheet attached hereto as Exhibit 1.

C. Any monies due the Town for costs or expenses incurred by the Town due to a failure of the Contractor to perform satisfactorily under the Agreement (Liquidated Damages and Appendix B) may be deducted from said monthly payments.

D. CURBSIDE RECYCLABLE PROCESSING will be based on a blended value composition for single stream recycling and assuming market prices versus current paper index based pricing. Contractor agrees to offer Town a \$20.00 per ton CAP for the term of the 3-year agreement. Contractor will charge the Town a fixed rate of \$20.00 per ton for the entire term. At the end of the 3-year term, if the 3-year cumulative value is less than the \$20.00 per ton paid, Contractor agrees to reimburse the Town the difference. Calculations will be performed monthly in accordance with the example indicated in Exhibit 2 and a running balance will be maintained for review.

E. FUEL ADJUSTMENT is based on the increase or decrease of CNG cost, as measured by the U.S. Department of Energy, Energy Information Administration at <http://www.afdc.energy.gov/fuels/prices.html>, from an established baseline range of \$2.00 to \$2.85 per diesel gasoline gallon equivalent (DGE) including taxes of CNG. The increase or decrease in cost, as determined above will be applied to the volume of CNG used, which will be fixed at 1190 DGE's per month. Adjustments will be calculated for each fiscal year and applied as a monthly adjustment based on the average cost of DGE as published by the DOE for the full calendar year preceding each annual fiscal year adjustment

Adjustment Example:	DGE (Avg. 12 months per DOE)	= \$2.90 per Gal
	Established Baseline Fuel price	= \$2.00 to \$2.85 per Gal
	Increase /(decrease)	= \$0.05 per Gal
	Fuel Adjustment \$0.05 x 1190 Gals	= \$4.96 per Month

Payment Subject to Annual Appropriation

The Town's obligation to make the annual payment for the services to be provided by the Contractor and the Contractor's obligations to provide such services are subject to appropriation by the Town of the funds required for payment for each year of this Agreement.

Compliance

Contractor shall comply with all federal, state and municipal laws, by-laws, rules and/or regulations, including labor laws, those against discrimination, and any existing or adopted during the term of this Agreement which are applicable to Contractor's obligations in this Agreement.

Contractor shall obtain all required permits, approvals, licenses and/or certificates necessary to perform its obligations under this contract.

Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and all previous agreements, discussions, communications and correspondence with respect to the subject matter hereof, unless incorporated herein, are superseded by the execution of this Agreement.

Modifications

This Agreement may not be modified or amended except by written agreement signed by both the Town and the Contractor.

Independent Contractor

The Contractor shall, during the term of this Agreement, be an independent contractor. Neither the Contractor nor its employees shall be considered under the terms of this Agreement or otherwise as having employee status or as being entitled to participate in any of the Town's employees' benefit

Appendix A

Municipal Locations

TOWN OF MEDWAY MUNICIPAL BUILDINGS

LOCATION	TYPE	# OF CONTAINERS	YARDS PER CONTAINER	DAY OF COLLECTION
TOWN OF MEDWAY HIGHWAY YARD	MSW	1	8	THURSDAY
	REC	2	0.5	THURSDAY
TOWN OF MEDWAY THAYER HOUSE	MSW	2	2	1-THURSDAY/1-ON CALL
TOWN OF MEDWAY CHOATE PARK	MSW	1	10	THURSDAY
	REC	1	0.5	THURSDAY
TOWN OF MEDWAY OAKLAND PARK	MSW	1	8	THURSDAY
	REC	1	0.5	THURSDAY
TOWN OF MEDWAY CASSIDY FIELD	MSW	1	4	TUESDAY
TOWN OF MEDWAY TOWN HALL/FIRE	MSW	1	8	THURSDAY
	REC	5	0.5	THURSDAY
TOWN OF MEDWAY FIRE STATION HQ	MSW	1	8	MONDAY
	REC	2	0.5	MONDAY
TOWN OF MEDWAY LIBRARY	MSW	1	2	FRIDAY
	REC	2	0.5	FRIDAY
TOWN OF MEDWAY POLICE	MSW	1	2	FRIDAY
	REC	2	0.5	FRIDAY
TOWN OF MEDWAY WATER DEPT	MSW	1	2	THURSDAY
	REC	2	0.5	THURSDAY
TOWN OF MEWAY SENIOR CENTER	MSW	1	8	THURSDAY
	REC	4	0.5	THURSDAY
TOWN OF MEDWAY MIDDLE SCHOOL TRASH	MSW	2	10	TUESDAY
TOWN OF MEDWAY MIDDLE SCHOOL RECYCLE	MSW	2	10	THURSDAY
	REC	2	10	THURSDAY
TOWN OF MEDWAY BURKE ELEM TRASH	MSW	1	10	THURSDAY & THURSDAY
TOWN OF MEDWAY BURKE ELEM RECYCLE	REC	1	10	THURSDAY
TOWN OF MEDWAY JOHN MCGOVERN TRASH	MSW	1	10	TUESDAY
	REC	1	10	THURSDAY
TOWN OF MEDWAY JOHN MCGOVERN RECYCLE	REC	1	10	THURSDAY
TOWN OF MEDWAY HIGH SCHOOL TRASH	MSW	2	10	TUESDAY & THURSDAY
TOWN OF MEDWAY HIGH SCHOOL RECYCLE	REC	1	10	THURSDAY

APPENDIX B

Liquidated Damages

Failure to immediately pick up materials spilled during collection.	\$150 per occurrence
Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries if the Town receives a complaint of such spill.	\$500 per occurrence
Failure to place waste barrels, receptacles or recycling carts in an upright position at approximately the same location upon emptying.	\$25 per occurrence
Placement of barrels, lids or recycling carts such that they obstruct roads, driveways or mailboxes.	\$50 per occurrence
Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00 a.m. of the following day.	\$150 per occurrence
Failure to pick up from any single address more than one time in a given month or three times in a six-month period when the driver or contractor is at fault.	\$100 per miss
Failure to repair vehicle leaking oil or hydraulic fluid after notification by Town	\$250 per occurrence
Beginning any single collection route prior to 7:00 a.m.	\$100 per day
Failure or neglect to repair or furnish replacement dumpster within five days of notification.	\$200 per container
Repeated failure to comply with State Waste Ban Regulations in effect through the term of	\$50 per occurrence

this contract.

Repeated failure of drivers to tag visibly noncompliant recycling and trash. \$50 per occurrence

Failure to report truck breakdown or accident within one (1) hour. \$100 per occurrence

Failure to maintain direct contact either by phone or other method acceptable to the Town between the Town designee and the lead trash and recycling supervisor. \$250 per occurrence
Failure to maintain direct phone or radio contact between all vehicles servicing the Town.

Failure to notify the Town of a long term revision to the schedule for collection/disposal or making a permanent substantive change in routes or services. Penalty to be assessed based on impact to the Town and in any case not to exceed \$5,000 per occurrence.

Delivering any waste other than as described in this contract to disposal sites that will be billed to the Town. \$5,000 per ton

Failure to submit weight slips with monthly tonnage report. \$50 per missing slip

Failure to provide appropriate payroll information when requested pursuant to the prevailing wage laws of the Commonwealth of Massachusetts. \$500 per incident

EXHIBIT 1**Medway Solid Waste & Recycling Services****Collection Costs - Manual MSW & Automated System EOW SS Recycle**

	FY-18 Cost per Month/Unit	FY-19 Cost per Month/Unit	FY-20 Cost per Month/Unit
Manual curbside collection Solid waste up to 4103 units, Curbside Bulk Item Collection and Solid Waste Dumpster collection	\$ 30,444.25	\$ 31,281.47	\$ 32,141.71
Every Other Week Curbside Recycling Collection up to 4103 units, School recycling Collection, 1 week Christmas tree collection	\$ 15,461.33	\$ 15,886.52	\$ 16,323.40
Additional Recycling Carts above 4103	\$ 2.75	\$ 2.83	\$ 2.90
White Good Collection - Per item cost	\$ 25.00	\$ 25.00	\$ 25.00

All projections based on collection up to 4103 housing units -additional housing units will result in a price adjustment based calculated unit prices

Town to provide quarterly recycling cart count- additional carts above 4103 base count will result in quarterly price adjustment

All recycling rates assumes BV revenue share system will apply and will be invoiced separately

Monthly Fuel adjustment will apply

EXHIBIT 2

Blended Value/Charge Calculation

1. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclable Material,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Recyclable Material as established and revised from time-to-time by the composition audits, is multiplied by the current value of each commodity set forth below.
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) The Town acknowledges that the value of a commodity may be negative.
- (d) Blended Value is calculated monthly.
 - “PPW” means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
 - “SMP” means the average of the price published at www.SecondaryMaterialsPricing.com, for the New York Region, first dated price each month, retroactive to the first of the month.
 - “Actual Value” means the average price paid to or charged to the designated facility during the month of delivery of the single stream Recyclable Material. Freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables are excluded from the definition of Actual Value.
 - If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. The Town’s consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.

<u>Material Component</u>	<u>Commodity Value (may be positive or negative)</u>
Newspapers, magazines and inserts	PPW Sorted Residential Papers (56)
Cardboard	PPW OCC #11
Mixed Paper	PPW Mixed Paper (54)
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)
Steel/Tin	SMP for Steel Cans (Sorted, Densified, ¢/lb, delivered)
Plastic #1	SMP for PET (baled, ¢/lb. picked up)
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb. picked up)

Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb. picked up)
Mixed Plastics	Actual Value
Glass	Actual Value
Residue	Transportation & Disposal

2. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, the Town's share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, the Town shall pay Contractor the difference between the Blended Value and the Processing Fee upon receipt of invoice

3. CHARGES

The Town shall pay a processing fee for each ton of Recyclable Material delivered by or on behalf of the Town. The Processing Fee on July 1, 2017 is \$75.00 for curbside collection and \$77.00 for transfer station material per ton and shall increase 2.75% each fiscal year. 1st increase will be on July 1, 2018

4. REVENUE SHARE CALCULATION FOR RECYCLABLE MATERIALS

The table on the following page is an example of the calculation of Market Value per ton of delivered Recyclable Material. Market Value per ton is established by adding the pro-rata Market Value of each Commodity contained in one (1) ton of delivered Recyclable Material

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Exhibit 2 Continued

May 2017 - Revenue Share Calculation Single Stream

Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	13.97%	\$ 145.00	\$ 20.26
ONP (Newspapers, magazines and inserts)	PPW Sorted Residential Papers (56)	51.48%	\$ 65.00	\$ 33.46
Mixed Paper (All other paper)	PPW Mixed Paper (54)	0.12%	\$ 45.00	\$ 0.06
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$.08 per pound)	0.35%	\$1,220.00	\$ 4.30
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and delivered)	2.02%	\$ 40.00	\$ 0.81
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	2.94%	\$ 280.00	\$ 8.24
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.62%	\$ 640.00	\$ 3.98
Colored HPDE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	0.62%	\$ 360.00	\$ 2.24
Mixed Plastics (Plastic #3-7)	Actual Value	1.20%	\$ 60.00	\$ 0.72
Glass	Actual Value	19.67%	\$ (26.00)	\$ (5.11)
Residue	Fixed Rate	7.00%	\$ (60.00)	\$ (4.20)
Total/Blended Value		100.00%		\$ 64.74

Processing Fee

\$ 75.00

Net Monthly Rebate / (Charge)

\$ (10.26)

* Blended Value is Calculated Monthly.

* Customer receives 50% share of the blended value when above the processing fee

* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.

* SMP means the higher of the price published at www.SecondaryMaterialsPricing.com for the New York Region, first dated price each month, retroactive to the first of the month.

* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.



CHARLES D. BAKER
Governor

KARINE E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RONALD L. WALKER, II
Secretary
WILLIAM D. MCKENNEY
Director

Awarding Authority: Town of Medway
Contract Number:
Description of Work: Solid waste collection for Town of Medway, 3 year contract.
For truck drivers and laborer's.
Job Location: Medway, MA
City/Town: MEDWAY

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c. 149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Issue Date: 09/21/2016

Wage Request Number: 20160921-039

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver (MEDWAY)	01/01/2017	\$18.56	\$6.93	\$0.00	\$0.00	\$25.49
	07/01/2017	\$20.05	\$6.93	\$0.00	\$0.00	\$26.98
	07/01/2018	\$21.51	\$6.93	\$0.00	\$0.00	\$28.44
	07/01/2019	\$22.98	\$6.93	\$0.00	\$0.00	\$29.91
	01/01/2021	\$24.44	\$6.93	\$0.00	\$0.00	\$31.37
Laborer (MEDWAY)	01/01/2017	\$15.90	\$6.93	\$0.00	\$0.00	\$22.83
	07/01/2017	\$17.16	\$6.93	\$0.00	\$0.00	\$24.09
	07/01/2018	\$18.41	\$6.93	\$0.00	\$0.00	\$25.34
	07/01/2019	\$19.70	\$6.93	\$0.00	\$0.00	\$26.63
	01/01/2021	\$20.95	\$6.93	\$0.00	\$0.00	\$27.88

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



CERTIFICATE OF AUTHORITY

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

I, Gail M. Lynch, Assistant Secretary of Waste Management of Massachusetts, Inc., a Massachusetts corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

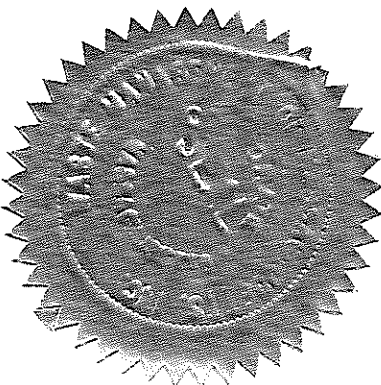
RESOLVED, that Christopher P. DeSantis, President of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Town of Medway, Massachusetts – Curbside Solid Waste and Recycling Collection Services Agreement (the "Town of Medway Agreement"), for the period beginning July 1, 2017, and ending June 30, 2020, and is hereby further authorized to execute and deliver on behalf of the Corporation any contracts and bonds with respect to the Town of Medway Agreement.

Dated this 30th day of May, 2017

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

A handwritten signature in cursive script, appearing to read 'Gail M. Lynch', written in dark ink over a horizontal line.

Gail M. Lynch, Assistant Secretary





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

Waste Management of Massachusetts Inc

Name of Business (please type or print)

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

Waste Management of Massachusetts Inc

Corporate Name (please print or type)

Signature of Corporate Officer Date

5-30-17

Christopher Desantis AVP

Name of Corporate Officer (please print or type) Title

04-2535063

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.

BOND NO. K08648773

RIDER

To be attached to and form a part of Bond No. K08648773

executed by WASTE MANAGEMENT OF MASSACHUSETTS, INC. as Principal

and by WESTCHESTER FIRE INSURANCE COMPANY as Surety,

in favor of TOWN OF MEDWAY,

and effective as of January 1, 2012.

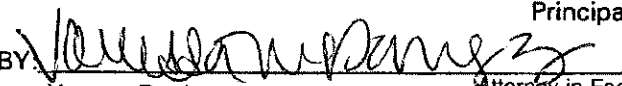
In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the penalty amount of the bond has increased


FROM: One Hundred Fifty Three Thousand Nine Hundred Eighty Seven and No/100 Dollars (\$153,987.00)

TO: One Hundred Fifty Eight Thousand Six Hundred Twenty and No/100 Dollars (\$158,620.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 1st day of July, 2017.

Signed and sealed this 5th day of June, 2017.

WASTE MANAGEMENT OF MASSACHUSETTS, INC.
Principal
BY: 
Vanessa Dominguez Attorney-in-Fact

WESTCHESTER FIRE INSURANCE COMPANY
Surety
BY: 
Wendy W. Stuckey Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Wendy W. Stuckey, Amy Sustaie, Nancy Thomas, Lupe Tyler and Donna Williams of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

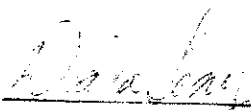
1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 5th, 2017.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Devina A. Rankin
Vice President and Treasurer

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Anoop Chawla Adlakhia, Donna L Williams, Lisa A Ward, Lupe Tyler, Melissa L Fortier, Michael J Herrod, Nancy Thomas, Vanessa Dominguez, Wendy W Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY



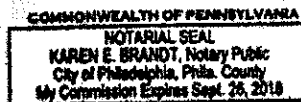
Stephen M Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 9 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of June, 2017



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 20, 2018.



CONTINUATION
CERTIFICATE

WESTCHESTER FIRE INSURANCE COMPANY

, Surety upon

a certain Bond No. K08648773

dated effective 1/1/12
(MONTH-DAY-YEAR)

on behalf of WASTE MANAGEMENT OF MASSACHUSETTS, INC.
(PRINCIPAL)

and in favor of TOWN OF MEDWAY
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 7/1/2017
(MONTH-DAY-YEAR)

and ending on 6/30/2018
(MONTH-DAY-YEAR)

Amount of bond \$ 158,620.00

Description of bond Solid Waste and Recycling Collection

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 6/5/2017
(MONTH-DAY-YEAR)

WESTCHESTER FIRE INSURANCE COMPANY

By Wendy W. Stuckey
ATTORNEY-IN-FACT Wendy W. Stuckey

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Anoop Chawla Adlakh, Donna L Williams, Lisa A Ward, Lupe Tyler, Melissa L Fortier, Michael J Herrod, Nancy Thomas, Vanessa Dominguez, Wendy W Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY



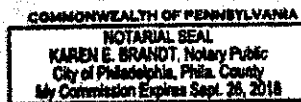
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 9 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of June, 2017



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 20, 2018.



AGENDA

ITEM #7

Approval – Contract with Lawrence Waste Services Company for Recycling Center Waste & Recycling Disposal

Associated backup materials attached:

- Contract

Proposed Motion:

I move that the Board authorize the Chairman to execute a three year contract with Lawrence Waste Services recycling center waste and recycling disposal services subject to funding in year 2 and year 3, and proof of appropriate insurance coverage.

**AGREEMENT BETWEEN
TOWN OF MEDWAY AND LAWRENCE WASTE SERVICES CO.**

THIS AGREEMENT for **Solid Waste and Recycling Disposal Services**, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto for by and between Lawrence Waste Services Co., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 49 Alder Street, Medway, MA, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

ARTICLE 1: CONTRACT DOCUMENTS

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

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S Proposal dated June 5, 2017
- 3) Copies of all required bonds, certificates of insurance required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide Curbside Solid Waste and Recycling Collection as more fully described in the Statement of Work and Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

The Contractor shall commence work on July 1, 2017 and shall continue to provide services through June 30, 2020. The Town may, at its option negotiate and extension to this agreement for additional one year periods beyond June 30, 2020. This agreement is subject to annual appropriation by the Town as provided for by law.

ARTICLE 4: COMPENSATION

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

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

ARTICLE 5: Termination For Cause

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 6: NOTICE

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

Town of Medway:

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

Contractor:

Name: Jim Lawrence
Title: Owner
Company: Lawrence Waste Services Co.
Address: 49 Alder Street
Medway, MA 02053

ARTICLE 7. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (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. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 8: PERFORMANCE BONDS

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 amount equal to 25% of the Annual Contract price.

ARTICLE 9: SUBCONTRACTING OF WORK

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

ARTICLE 10: 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 11: OWNERSHIP OF DOCUMENTS

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

ARTICLE 12: 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 13: 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 14: COMPLIANCE WITH MASSACHUSETTS TAX LAW

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 15: CORPORATE CONTRACTOR

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

ARTICLE 16: TITLE TO SOLID WASTE/RECYCLABLE MATERIAL

Title to all Solid Waste and Recyclable Material shall pass to Contractor when placed in Contractor's collection vehicle. The Town shall not be considered the generator of any such waste for any purpose.

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: Lawrence Waste Services Co.

TOWN OF MEDWAY
By its Board of Selectmen

By: 

Title: Vice President

Corporate Seal:

Dated: _____



Carol Pratt | Finance Director

Dated: 6/19/17

Funding Source:

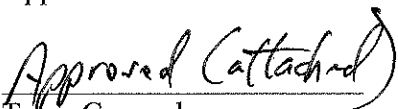
Account: 62004312-5385/5386/5387/5388



David D'Amico | DPS Director

Dated: 6/15/17

Approved As To Form



Town Counsel

Dated: 6/13/17

Lawrence Waste Services

****Brand New RJ 225 & RJ 325 breakaway compaction systems will be installed to maximize efficiency. They will be fully OSHA compliant and a major improvement when compared to the current setup, with a larger hopper area to put materials into, and a 20% larger container capacity than the current compactors on site. The new cardboard compactor alone will save well over 20 hauls per year when compared to the current setup. This is based on a conservative 3 to 1 compaction ratio in our 42 yard compactor boxes vs a standard 30 yard open top. The compactors systems will also use an environmentally friendly biodegradable mineral oil in place of the hydraulic fluid currently used on site.**

*****Prevailing Wage Rates:** Our hauling rates are based on the current prevailing wage rates that include a total rate of \$43.13 per hour (3 Axle Driver – Equipment). As prevailing wage rates increase, our hauling rates will be adjusted accordingly. This will be calculated based on a 2% increase of the price per haul for every \$1.00 increase in the Prevailing Wage Total Rate Per Hour, and will be prorated as needed. We will request a new prevailing wage rate sheet from the town in January each year.

Additional Insurance or Bond Requirements: We are a fully licensed and insured local company with thirty-five employees and a fleet of over twenty various trucks, loaders and support equipment. Should the town require additional insurance above our already high level of insurance that currently meets or exceeds the requirements of our customer base which includes schools, malls, major corporations, government agencies, and town transfer stations that we currently operate and service, we will assess a separate monthly fee to cover the cost of increasing our current insurance premiums or bonds to meet any requirements that the town may require.

Our recommended changes to the transfer station will help maximize the facility footprint and reduce costs. We will also eliminate the need for two open top cardboard containers and ten rearload containers currently on site while helping to improve traffic flow for residents. Metal, furniture, and styrofoam recycling are currently being handled by other local companies, which would continue. We have provided an option for the metal hauling should you want us to provide that for you. All service will be performed in a fast and professional manner, no more waiting three or four days for service! We have also worked with Daryll on a transition plan, so we would be ready to go before July 1st with all compaction systems and containers in place.

We truly believe that if we treat a customer fairly that they will be a customer for life. We are not a multibillion dollar corporation focused on their stockholders, but a locally owned family business focused on our customers. We have grown over these past eleven years one customer at a time, through excellent customer service, great equipment & consistent rates. We look forward to building a long term relationship with yourself and the entire town. Thank you again for the opportunity to handle all the waste & recycling needs of our home town here in Medway. We look forward to hearing from you soon!

Sincerely,

Keith Lawrence
Vice President



Cell: 508-808-1320 Office: 508-533-5200 Fax: 508-533-5203
49 Alder Street Medway, MA 02053
Website: www.LawrenceWasteServices.com Email: Keith@LawrenceWasteServices.com

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Lawrence Waste Services held on 6/7/17 it
(Name of Corporation) (Date)

Was voted that:

Keith Lawrence Vice 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 Vice President under seal of the company, (Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: Jim Lawrence

TITLE: President (Jim Lawrence)

PLACE OF BUSINESS: 49 Alder Street

Medway, MA 02053

DATE OF THIS CONTRACT: 6/7/17

I hereby certify that I am the clerk of the Lawrence Waste Services
(Name of Corporation)

And that Keith Lawrence is duly elected Vice President
(NAME) (POSITION)

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

(CLERK) [Signature]

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

Name of Business (please type or print)

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

 6/7/17
Signature Date

Keith Lawrence 013 70 4878
Name (please print or type) Social Security Number

Corporate

Lawrence Waste Services
Corporate Name (please print or type)

 6/7/17
Signature of Corporate Officer Date

Keith Lawrence Vice President
Name of Corporate Officer (please print or type) Title

20-453-9002
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.



THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

Bond Number: 294261-2017

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Lawrence Waste Services Corp. (hereinafter called the Principal), and NGM INSURANCE COMPANY, a corporation of the State of Florida and whose principal office is located in the City of Jacksonville, State of Florida (hereinafter called the Surety), are held and firmly bound unto Town of Medway, Massachusetts (hereinafter called the Obligee), in the full and just sum of Twelve Thousand and 00/100 (\$12,000.00) Dollars, to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bond Principal has entered into a certain written contract with the above mentioned Obligee dated July 1, 2017 to June 30, 2020 for a period of three (3) years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Principal shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, make good and reimburse to the above named obligee, all loss and damage which said obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to be and remain in full force and effect.


Provided, however, that this bond is subject to the following conditions and provisions:

- 1) This bond is for the term beginning July 1, 2017 and ending June 30, 2018.
- 2) In the event of default by the Principal in performance of the contract during the term of this bond the surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of this bond.
- 3) No claim, action suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
- 4) Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
- 5) This bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.
- 6) The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.

Signed and sealed this 6th day of June, 2017.

Lawrence Waste Services Corp.

BY


Keith Lawrence, Vice President

NGM Insurance Company

BY


Brian M. Rossi, Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Christopher A Iannotti, Jay E Madden, Judith A Briggs, Richard A Padula, Robert G Padula, Brian M Rossi, Elisa P Cardone**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

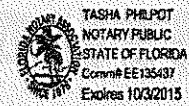
Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

6th day of JUNE, 2017.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS**

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

RONALD L. WALKER, II
Secretary
WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: Town of Medway
Contract Number: **City/Town:** MEDWAY
Description of Work: Provide container and compactor rentals for the Medway Recycling Center. Periodically haul and dispose of materials.
Job Location: 46 Broad Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$0.00	\$0.00	\$98.09
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$0.00	\$0.00	\$55.38
	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$0.00	\$0.00	\$55.38
	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$0.00	\$0.00	\$54.94
	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	06/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
	12/01/2017	\$48.38	\$10.00	\$0.00	\$0.00	\$58.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$31.17	\$10.00	\$0.00	\$0.00	\$41.17
	06/01/2017	\$31.86	\$10.00	\$0.00	\$0.00	\$41.86
	12/01/2017	\$32.55	\$10.00	\$0.00	\$0.00	\$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$0.00	\$0.00	\$68.66
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$0.00	\$0.00	\$51.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$0.00	\$0.00	\$72.86
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$0.00	\$0.00	\$98.03
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2016	\$20.50	\$7.60	\$0.00	\$0.00	\$28.10
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$0.00	\$0.00	\$55.38
	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$31.17	\$10.00	\$0.00	\$0.00	\$41.17
	06/01/2017	\$31.86	\$10.00	\$0.00	\$0.00	\$41.86
	12/01/2017	\$32.55	\$10.00	\$0.00	\$0.00	\$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$0.00	\$0.00	\$55.38
	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.96	\$10.00	\$0.00	\$0.00	\$34.96
2	60	\$27.23	\$10.00	\$0.00	\$0.00	\$37.23
3	65	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
4	70	\$31.77	\$10.00	\$0.00	\$0.00	\$41.77
5	75	\$34.04	\$10.00	\$0.00	\$0.00	\$44.04
6	80	\$36.30	\$10.00	\$0.00	\$0.00	\$46.30
7	85	\$38.57	\$10.00	\$0.00	\$0.00	\$48.57
8	90	\$40.84	\$10.00	\$0.00	\$0.00	\$50.84

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$0.00	\$0.00	\$37.83
3	65	\$30.15	\$10.00	\$0.00	\$0.00	\$40.15
4	70	\$32.47	\$10.00	\$0.00	\$0.00	\$42.47
5	75	\$34.79	\$10.00	\$0.00	\$0.00	\$44.79
6	80	\$37.10	\$10.00	\$0.00	\$0.00	\$47.10
7	85	\$39.42	\$10.00	\$0.00	\$0.00	\$49.42
8	90	\$41.74	\$10.00	\$0.00	\$0.00	\$51.74

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER <i>LABORERS - ZONE 2</i>	12/01/2016	\$31.90	\$7.60	\$0.00	\$0.00	\$39.50
	06/01/2017	\$32.90	\$7.60	\$0.00	\$0.00	\$40.50
	12/01/2017	\$33.53	\$7.60	\$0.00	\$0.00	\$41.13
	06/01/2018	\$34.37	\$7.60	\$0.00	\$0.00	\$41.97
	12/01/2018	\$35.21	\$7.60	\$0.00	\$0.00	\$42.81
	06/01/2019	\$36.08	\$7.60	\$0.00	\$0.00	\$43.68
	12/01/2019	\$36.94	\$7.60	\$0.00	\$0.00	\$44.54

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.14	\$7.60	\$0.00	\$0.00	\$26.74
2	70	\$22.33	\$7.60	\$0.00	\$0.00	\$29.93
3	80	\$25.52	\$7.60	\$0.00	\$0.00	\$33.12
4	90	\$28.71	\$7.60	\$0.00	\$0.00	\$36.31

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.74	\$7.60	\$0.00	\$0.00	\$27.34
2	70	\$23.03	\$7.60	\$0.00	\$0.00	\$30.63
3	80	\$26.32	\$7.60	\$0.00	\$0.00	\$33.92
4	90	\$29.61	\$7.60	\$0.00	\$0.00	\$37.21

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$22.96	\$10.00	\$0.00	\$0.00	\$32.96
	06/01/2017	\$23.47	\$10.00	\$0.00	\$0.00	\$33.47
	12/01/2017	\$23.99	\$10.00	\$0.00	\$0.00	\$33.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$26.94	\$10.00	\$0.00	\$0.00	\$36.94
	06/01/2017	\$27.54	\$10.00	\$0.00	\$0.00	\$37.54
	12/01/2017	\$28.15	\$10.00	\$0.00	\$0.00	\$38.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$0.00	\$0.00	\$54.94
	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$0.00	\$0.00	\$39.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$0.00	\$0.00	\$55.38
	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$45.38	\$10.00	\$0.00	\$0.00	\$55.38
	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$31.17	\$10.00	\$0.00	\$0.00	\$41.17
	06/01/2017	\$31.86	\$10.00	\$0.00	\$0.00	\$41.86
	12/01/2017	\$32.55	\$10.00	\$0.00	\$0.00	\$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$0.00	\$0.00	\$54.94
	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$0.00	\$0.00	\$54.94
	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Lawrence Waste Services

Town of Medway
Attention: Dave D'Amico
Department of Public Services
45B Holliston Street
Medway, MA 02053

June 5th, 2017

Dear Mr. D'Amico,

Thank you for taking the time to meet together with my father and I over the past couple months. We truly appreciate the opportunity to be the Town of Medway's hometown waste & recycling company! We look forward to providing better service, equipment, rebates, and pricing along with an improved layout for the Medway Transfer Station. We have outlined our benefits and pricing below. Thank you again for the opportunity to become a reliable vendor for the Town of Medway for many years to come.

Major Benefits of Our Proposal

- **Improved Service:** We have built our companies reputation on the great service that we provide. We live and work in town, and servicing Medway will quite simply be our number one priority. We want to make sure that our service is nothing less than first class. Anything that the town needs will be handled in a fast and professional manner. As of right now it can take three or four days for the containers at the transfer station to get serviced with the current hauler when they are called in. We will guarantee our service within 24 hours, and in many cases be able to service the station that same day. This will really help the transfer station staff throughout the year, but especially during peak times. Each town employee will have a counterpart at Lawrence Waste Services that they can rely on, from billing to operations.
- **Better Equipment:** With the four brand new compaction systems proposed, you will spend more for the equipment in rental costs, but you will get that money back with a combination of lower hauling costs and better recycling rebates.
- **Improved Layout:** We have several decades worth of experience in our industry, and have spent a lot of time working together with Daryll on site to come up with a much improved and thoughtful layout for the facility. This layout will allow one station employee to clearly view all material being thrown away by residents. It will eliminate the need for all of the open waste & cardboard containers on site. These containers currently are what create the biggest mess on site with material blowing around and animals being able to get into them. They also get filled with snow and water throughout the year which costs the town money in disposal costs, and take up a lot of space on site. Since they are the two biggest materials by volume that are generated on site, they were the ones that we worked on making the biggest improvements to. The new layout will also save time for the residents and simplify the process for them when they are on site.



Cell: 508-808-1320 Office: 508-533-5200 Fax: 508-533-5203
49 Alder Street Medway, MA 02053
Website: www.LawrenceWasteServices.com Email: Keith@LawrenceWasteServices.com

Lawrence Waste Services

Contract Pricing & Rebate Calculations

Town Cardboard Compactor: Our current market rebate is a \$150.00 Per Ton Rebate as of March 2017. This is based on a rate of \$30.00 per ton off the published monthly New England Yellow Sheet. In addition, this material will be loaded into a new and highly efficient compactor, which will save the town an estimate of well over twenty hauls per year in comparison to how it is currently being handled!

Town Mixed Paper Compactor: Our current market rebate is a \$60.00 Per Ton Rebate as of March 2017. This is based on a rate of \$30.00 per ton off the published monthly New England Yellow Sheet. In addition, this material will be loaded into a new and highly efficient compactor.

Town Single Stream Recycling: Our current rebate per ton for single stream recycling is \$35.00 per ton as of March 2017. We will continually market the town's recycling and bring it to the most cost effective local recycling center. Since your staff will have a much better view of what is being recycled, they will be able to improve the quality of the recycling we are currently getting into the transfer station, which will in turn increase the value received to the town.

Town Waste Compactor: This will be by far the best single improvement for the transfer station. Currently nine open rearload containers are employed on site. As previously mentioned, they take up a lot of room, create a mess with animals able to get in them and material blowing around the yard.

Hauling, Disposal & Rebate Pricing for the Medway Transfer Station

Container Size	Waste Stream	Monthly Rent	Price Per Haul***	Price Per Ton
30 Yard	Rigid Plastic	\$50.00	\$195.00	\$0.00*
30 Yard	Tires	\$50.00	\$435.00	N/A Town to Pay
30 Yard	Bulk (#1)	\$50.00	\$180.00	\$85.00
30 Yard	Bulk (#2)	\$50.00	\$180.00	\$85.00
30 Yard	Clean Wood (#1)	\$50.00	\$425.00	N/A Flat Rate
30 Yard	Clean Wood (#2)	\$50.00	\$425.00	N/A Flat Rate
30 Yard	Metal (Light Iron)	\$50.00	\$195.00	\$120.00 Rebate*
RJ 225 Compactor**	Paper	\$255.00	\$195.00	\$60.00 Rebate*
RJ 225 Compactor**	Waste	\$255.00	\$230.00	N/A Town to Pay (Millbury)
RJ 225 Compactor**	Single Stream	\$255.00	\$195.00	\$35.00 Rebate*
RJ 325 Compactor**	Cardboard	\$275.00	\$195.00	\$150.00 Rebate*
40 Yard (Storage Container)	Electronics	\$90.00	\$300.00	\$0.27 (Rate Per lb)*

*All commodities will fluctuate with the market pricing as shown above.



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49 Alder Street

Medway, MA 02053

Website: www.LawrenceWasteServices.com Email: Keith@LawrenceWasteServices.com

AGENDA

ITEM #8

Grant Expenditure Authorization – Hazard Mitigation Grant - \$18,000

Associated backup materials attached:

- Grant Authorization Form
- Hazard Mitigation Plan Update
- Correspondence from Sarah White, MEMA Hazard Mitigation Recovery Section Chief
- DOT Contract, Page 1

Proposed Motion:

I move that the Board authorize the expenditure of the Hazard Mitigation Grant to update the Town's Hazard Mitigation Plan in an amount not to exceed \$18,000.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Community & Economic Dev. DATE: 22-Jun-17

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Stephanie Mercandetti

NAME OF GRANT: Hazard Mitigation Grant

GRANTOR: Massachusetts Emergency Management Agency

GRANT AMOUNT: \$18,000

GRANT PERIOD: June 2017 - September 30, 2018

SCOPE OF GRANT/
ITEMS FUNDED To update the Town's Hazard Mitigation Plan

IS A POSITION BEING
CREATED: N/A

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

ARE MATCHING TOWN
FUNDS REQUIRED? Yes, 25% of which there is already a capital budget appropriation.

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:
Up to \$6,000

ANY OTHER EXPOSURE TO TOWN?
N/A

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

Town of Medway, MA Hazard Mitigation Plan Update

PDMC-16

Scope of Work

The Town/City will prepare a Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City will be assisted by a vendor for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including flood hazards, winter storm hazards, wind hazards, wild fire hazards and geologic hazards.

Communities are strongly encouraged to undertake the planning process in accordance with the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs (EEA) Municipal Vulnerability Preparedness (MVP) program objectives. This program, which has funding available will designate municipalities who complete the Community Resilience Building Workshop process and associated deliverables. Municipalities who complete this process and develop a final report, which can be this hazard mitigation plan, could be designated as an "MVP Community," which may lead to increased standing in future funding opportunities and signify the commitment of this municipality to building resiliency and preparing for climate change.

The planning process will include the following actions and elements:

Task 1-3

1. Grant Award and Contracting:

The community will procure services to facilitate this planning process update

- Hold kick off meeting with MEMA
- Execute a contract

2. Select and Hire a vendor:

The vendor will document the process used to develop the updated plan, including but not limited to:

- Issue an RFR/RFP
- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e. Community outreach, local planning team participation)

3. Convene a local Hazard Mitigation Planning Committee:

The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders.

With the vendor's facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's and residents.
- Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Task 5. Facility Inventory:

The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. These data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following if they exist in the community:
 - Emergency operations centers
 - City or town offices
 - Water and wastewater treatment plants
 - Sewage pumping stations

- Police or fire stations
- Schools
- Hospitals
- Day-care facilities
- Public works garages
- Nursing homes/elderly housing
- Emergency shelters
- Economic Drivers:
 - Large Businesses
 - Large Employers
 - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided upon request to the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g. residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:

Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

The Town/City with vendor support will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
 - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
 - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g. planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g. seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost effective hazard mitigation projects with public input, including:
 - An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - Coordination with relevant Federal and state agencies for input and technical assistance.
 - *An example of ACTION: Work with the Building Department and Fire Department to waive permit fees for mechanical elevations in the business along the mill river.*

- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community as well as how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation and Implementation

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.
- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- The Town/City in conjunction with the planning team will monitor, evaluate and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to MEMA/FEMA for review; revised based on MEMA/FEMA comments; submit revised plan update for approval pending adoption.

- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to MEMA/FEMA, Receive approval by FEMA.
-

Budget Information- Hazard Mitigation Programs

Name of Sub-Grantee						Grant Program					
Town of Medway						PDMC 16-09Med					
CFDA #		Federal Identification Number		Budget (Check One)		Budget Period			SFM/Phased Project		
97.047		04-6001217		New <input type="checkbox"/> Revised <input type="checkbox"/>		From: 07/01/17 To: 9/30/18			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
FEMA Ob#	Task	Activity/Cost Classification		A. Eligible and Approved Total Cost		B. Local Share*			C. Federal Share**		
		Hazard Mitigation Plan		\$24,000.00		\$6,000.00			\$18,000.00		
		Subtotal		\$24,000.00		\$6,000.00			\$18,000.00		
		Project (Program) income									
		Total		\$24,000.00		\$6,000.00			\$18,000.00		
* Local Share, per regulation, is at most 25% of total eligible and approved costs ** Federal share, per regulation, is at least 75% of total eligible and approved costs											
Please provide a dollar amount that you anticipate spending in each fiscal year listed below for the federal funds only											
		FY 17	\$1,000.00	FY 18	\$12,500.00	FY 19	\$4,500.00				

MITIGATION PROJECT WORK SCHEDULE

Applicant: Medway Grant: PDMC 16-09Med

Task ¹	Estimated Task Start Date ²	Task Duration (in months)	Estimated Task End Date
Grant Award and Contracting	7-2017	1	7-2017
Select and Hire a vendor	8-2017	2	9-2017
Convene Local Hazard Mitigation Planning Committee	8-2017	1	8-2017
Update Hazard Profiles	9-2017	3	11-2017
Update Critical Facility Inventory	9-2017	3	11-2017
Update Hazard Vulnerability	11-2017	4	2-2018
Update Mitigation Goals	1-2018	3	3-2018
Update Actions	2-2018	2	3-2018
Plan review, Evaluation, and Implementation	2-2018	2	3-2018
Plan Maintenance	3-2018	1	3-2018
Public Review of Draft	2-2018	2	3-2018
Review and Approval	4-2018	5	9-30-2018
Total Estimated Time for Project Completion		14 Months	

1. Enter tasks in the first column. These should be major milestones as detail does not have to be budgeted at the micro level. Tasks could include planning, engineering/design, construction, project management, etc.
2. Estimate first task start date 90 days from receipt of contract package.



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY
400 WORCESTER RD., FRAMINGHAM, MA 01702-5399 508-820-2000 FAX 508-820-1404

DEPARTMENT OF CONSERVATION & RECREATION
251 CAUSEWAY STREET BOSTON, MA 02114-2104 617-626-1250 FAX 617-626-1449



Kurt N. Schwartz
DIRECTOR

Charles D. Baker
GOVERNOR

Leo Roy
COMMISSIONER

Karyn E. Polito
LIEUTENANT GOVERNOR

June 14, 2017

Michael Boynton, Town Administrator
Town of Medway
155 Village Street
Medway, MA 02053

Re: Pre-Disaster Mitigation Competitive
PDMC 16-09Med Hazard Mitigation Plan Update
Notice to Proceed

Dear Mr. Boynton:

Thank you for returning the executed contract, PDMC1609MEDWAY000000, for the project listed above. Performance period shall start on the latest date that this contract has been executed by an authorized signatory of the Contractor, or the Department. All work must be completed by the contract end date, 9/30/2018, to be eligible for FEMA reimbursement. Enclosed is a copy of the contract for your files.

The Massachusetts Emergency Management Agency (MEMA), Department of Conservation and Recreation (DCR) and Federal Emergency Management Agency (FEMA) are very interested in completing this project as expeditiously as possible. We look forward to working with you on this important mitigation initiative.

Please do not hesitate to contact Sherry Leung at (508) 820-1436 or by e-mail at shirletta.leung@state.ma.us with any questions or concerns regarding this mitigation grant agreement.

Sincerely,

Sarah White, Acting Mitigation and Recovery Section Chief

Enclosures

Cc: Joy Duperault, DCR
File

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: MA Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4,T&C): 155 Village Street Medway, MA 02053		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Michael Boynton, Town Administrator		Billing Address (if different):	
E-Mail: mboynton@townofmedway.org		Contract Manager: Sarah White, Acting Mitigation and Recovery Section Chief	
Phone: (508) 533-3200	Fax:	E-Mail: sarah.white@state.ma.us	
Contractor Vendor Code: VC6000191877		Phone: 508-820-2053	Fax: 508-820-1404
Vendor Code Address ID (e.g. "AD001"): AD001, (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): PDMC1609MEDWAY000000	
		RFR/Procurement or Other ID Number: FY16PDMCPJ	
___ NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <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) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		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.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <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 ___ 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. ___ <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 checked="" 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). \$ 18,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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 (<u>G.L. c. 29, § 23A</u>); ___ 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.) The purpose of this contract is to award funds granted under the FEMA PDMC 16 Pre-Disaster Mitigation Competitive CFDA 97.047 for the Hazard Mitigation Plan Update. See attached scope of work for additional information.			
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 no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 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>9/30/2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>Allison Potter</u> Date: <u>5/13/17</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: <u>David Mahr</u> Date: <u>6/9/17</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Allison Potter</u> Print Title: <u>Asst. Town Admin.</u>		Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

AGENDA

ITEM #9

Affirmation of Committee Appointment – Michael Tudino– Parks and Recreation Commission Representative on Evaluation of Parks, Fields and Recreational Areas Committee (EPFRAC)

Associated backup materials attached:

- Correspondence from Paul Mahoney, Parks Commission
- Portion of 9/19/16 Minutes

Proposed Motion:

I move that the Board affirm the appointment of Michael Tudino to the Evaluation of Parks, Fields and Recreation Areas Committee as the Parks and Recreation Commission representative for a one year term.

From: Paul Mahoney [mailto: [REDACTED]]
Sent: Wednesday, June 07, 2017 6:24 PM
To: Allison Potter
Subject: Re: EPFRAC & Tudino

At the May 30th meeting the Parks department voted to have Mike Tudino represent Parks Commissioners on the EFRAC committee.

Thanks,

Paul Mahoney
[REDACTED]

September 19, 2016 Selectmen's Meeting

Affirmation of Committee Appointments – EPFRAC (Evaluation of Parks, Fields & Recreation Areas Committee):

The Board reviewed a List of EPFRAC Members.

Mr. Boynton briefly reviewed that, on May 2, 2016, the Board voted to expand the committee by including representatives from several committees that should be part of the process as stakeholders. Those committees were notified after Annual Town Meeting and asked to submit names of participants. Those appointments now need affirmation as members to the EPFRAC, as advised by Town Counsel.

Chairman Trindade read aloud the motion of affirmation as follows:

I move that the Board affirm that the steering committee for the parks improvement project, the formation of which was voted by the June 9, 216 Special Town Meeting under Article 2, is comprised of the Evaluation of Parks, Fields and Recreational Areas Committee as originally constituted and with the addition of representatives from the Conservation Commission, Historical Commission, Finance Committee and the Friends of Choate Park, as voted by the Board of Selectmen at its meeting on May 2, 2016. Alternate members representing the Conservation Commission, Finance Committee and the Friends of Choate Park, are also affirmed, as discussed at the July 11, 2016 Board of Selectmen's meeting. The members added to the EPFRAC are:

**David Blackwell, Conservation Commission
David Travalini, Conservation Commission (alternate)
Alex Burinsky, Historical Commission
Michael Schrader, Finance Committee
Ellen Hillery, Finance Committee (alternate)
Cathy Morgan, Friends of Choate Park
Kari MacLeod, Friends of Choate Park (alternate)**

Selectman White seconded the motion. No discussion. VOTE: 4-0-0.

AGENDA

ITEM #10

Annual Committee Reappointments

Associated backup materials attached:

- List of FY18 Reappointments

Note: All members on the reappointment list have confirmed their interest in seeking reappoint for another term.

Proposed motion:

I move that the Board reappoint the incumbent Board and Committee members as listed on the summary sheet for the customary terms associated with their respective Boards or Committees.

Board or Committee	Name	Action Needed
Affordable Housing Committee	Judi LaPan Michael Leone John Parlee Susan Rorke Alison Slack	Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term
Agricultural Commission	Margaret Perkins	Reappoint for a 3 year term
Board of Assessors	Lindsay Tosca	Reappoint for a 3 year term
Board of Registrars	Christine Lorenzen	Reappoint for a 3 year term
Cable Advisory Committee	John Foresto Shelley Wieler Richard Boucher Robert O'Neill Glenn Trindade	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Capital Improvement Planning Committee	Kelly O'Rourke	Reappoint for a 4 year ter
Cemetery Commission	Jeanne Johnson Bruce Hamblin	Reappoint for a 1 year term Reappoint for a 1 year term
Christmas Parade Committee	Scott Guyette Allen Tingley Richard Parrella	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Community Preservation Committee	Jim Wieler	Reappoint for a 3 year term
Conservation Commission	Ken McKay	Reappoint for a 3 year term
Council on Aging	Nanette Glenn Siri Krishna Khalsa Charlene Saunders Francis Saunders Marylou Staples	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Evaluation of Parks, Fields & Recreation Areas Committee	Richard D'Innocenzo Michael Francis Robert Pearl Paul Mahoney David Travalini David Blackwell Michael Schrader Ellen Hillery Cathy Morgan Kari Macleod	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Historical Commission	Paul Russell	Reappoint for a 1 year term
Memorial Committee	Douglas Downing John Larney Michael Matondi Richard Parrella Robert Saleski Francis Saunders Paul Trufant	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Medway Pride Day Committee	Sarah Stone	Reappoint for a 1 year term
Thayer Governance Committee	John Foresto Dennis Crowley Carl Rice	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term

AGENDA

ITEM #11

**Discussion/Vote – Waiving Banner Display
Cost for Medway Based Non-Profit
Organizations**

No associated backup materials.

Proposed motion:

I move that the Board approve a waiver of the banner display application fee for any certified non-profit organization hosting an event based in and benefitting the Town of Medway.

AGENDA

ITEM #12

Banner Display Request – Celebrate Medway Day

Associated backup materials attached:

- Banner Display Request, Celebrate Medway Day

Proposed Motion:

I move that the Board approve the banner display request for Celebrate Medway Day.

TOWN OF MEDWAY Banner Display Request

Organization Name: Celebrate Medway Committee
 Event for which banner is displayed: Celebrate Medway 2017
 Date(s) of event: 07/13/17
 Dates Requested (max. 2 weeks): 07/09 - 07/13/17
 Applicant Name Responsible Party: Judi Lipen
 Address Telephone: 508-533-9000

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment:

Celebrate Medway

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 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 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.
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.

Judi Lipen
Name

Judi Lipen
Signature

07/12/17
Date

BOS Approval: 1/20/15;
Amended: 3/21/16

Mail to: Town Administrator's Office, 155 Village St, Medway, MA 02053
 Email to: info@townofmedway.org; Fax to: 508-321-4988

AGENDA

ITEM #13

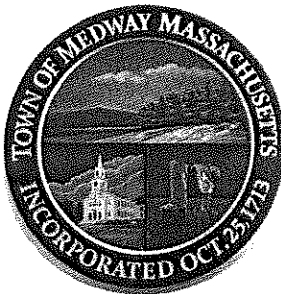
**Entertainment License Request –
Community Farm to Fork Event –
September 9, 2017**

Associated backup materials attached:

- Event Application

Proposed Motion:

I move that the Board approve a one-day entertainment license for the Medway Community Farm's Farm to Fork event on September 9, 2017 subject to Police Chief's recommendations.



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 EXHIBITION, SHOW OR AMUSEMENT LICENSE

LIVE ENTERTAINMENT

Yearly License ___ Seasonal ___ One-day: X
Please submit at least 2 weeks prior to event Date of Application: 6/24/17

Name of Applicant/Organization: Medway Community Farm, Non Profit

Address of Applicant: 50 Winthrop Street

Social Security #: _____ or [REDACTED]

Telephone _____ FAX _____ E-Mail _____

Location of Event: 50 Winthrop Street (Grass area under 2 tents)
(1. Floor Plan/Site Plan and 2. Written permission of property owner must be submitted with application)

Describe entertainment to be conducted: Phat Daddies small band will be playing from 6 PM to 10 PM for the Farm to Fork Dinner (Fundraising event for the Farm), 100 people invited to the event. Phat Daddies played at other Farm to Fork events and our Fall Festival

Date of event(s) : 9/09/17 Hours of event(s): 6 PM to 10 PM

Approximate number of people expected: 100 (Over 500 people – Applicant must submit parking plan)

- Food Permits - Contact Board of Health for requirements 508- 533-3206
- Fire Details-Permits - Contact Fire Department for required permits 508-533-3213
- Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253
- Police Details – Contact Police Department - Safety Officer - 508-533-3212

Workers' Compensation Affidavit & Information Page from the Workers' Comp. Policy must be submitted before license is issued.

The event(s) shall be conducted in accordance with the provisions of the MGL Chapter 140, Section 181 or 183A and all amendments thereof and the terms and conditions imposed by the Board of Selectmen.

Julie A. Infanger Interim Treasure/Medway Community Farm
Signature of Applicant

AGENDA

ITEM #14

One-day Liquor License Requests for Events to be Held at Thayer Homestead –

- a) Meaghan Fleming – July 2, 2017
- b) Nirmala Thapa – July 3, 2017
- c) Jordan Cassidy Memorial – July 30, 2017
- d) Lindsay Snow – August 11, 2017

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion:

I move that the Board approve one-day liquor licenses for Meaghan Fleming, Nirmala Thapa, Jordan Cassidy Memorial and Lindsay Snow for events to be held at the Thayer Homestead on July 2, July 3, July 30 and August 11, 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 30 days prior to the event.

Fee: \$0

All Alcohol [checked] Wine and Malt

Event WEDDING Event Date 02JUL17

Event Location MEDWAY THAYER HOMESTEAD Hours 5-10 (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant MEAGHAN FLEMING

Address [redacted] Phone [redacted]

Non-Profit Organization? Y N [checked] (If yes, attach non-profit certificate of exemption)

TAX ID# (If applicable)

Is event open to the general public? Y N [checked] Estimated attendance 75

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

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

Is there a charge for the beverages? Y N [checked] Price structure:

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


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

Experience _____

Provisions for Security, Detail Officer _____

The following may be required:

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

Applicant's Signature  Date of Application 01JUN17

Applicant's Name MEAGHAN FLEMING

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 8, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for a wedding reception scheduled for July 2, 2017 at the Thayer House.

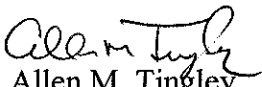
I approve of the issuing of the permits with the following condition.

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 alcohol 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: \$0

All Alcohol [checked] Wine and Malt

Event Wedding Event Date 7-3-17

Event Location 2b oak st medway MA Hours 5pm to 11pm (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant Nirmala thapa

Address

Phone

Non-Profit Organization? Y N (If yes, attach non-profit certificate of exemption)

TAX ID# (If applicable)

Is event open to the general public? Y N [checked] Estimated attendance 60

Will there be an age restriction? Y N ?

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

Is there a charge for the beverages? Y N [checked] Price structure:

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

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

Experience work at liquors store

Provisions for Security, Detail Officer _____

The following may be required:

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

Applicant's Signature *Nirma* Date of Application 5-29-17

Applicant's Name Nirmala thapa

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

May 25, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for a wedding reception scheduled for July 7, 2017 at the Thayer House.

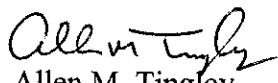
I approve of the issuing of the permits with the following condition.

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: \$0

All Alcohol _____ Wine and Malt

Event Fundraiser Event Date July 30, 2017

Event Location Thayer Homestead Hours 11:30-4
(No later than 1:00 AM; last call 12:30 AM)

Name

Address

Phone

Non-

TAX I

Is event open to the general public? Y _____ N Estimated attendance 80-100

Will there be an age restriction? Y N _____

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

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

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

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

Experience 37 years in liquor

Provisions for Security, Detail Officer _____

The following may be required:

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

Applicant's Signature John Cassidy Date of Application 6/1/17

Applicant's Name John Cassidy

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 8, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Jordana Cassidy Memorial Fundraiser

I have reviewed the application for the ^{one} day malt and wine license request for the Jordana Cassidy Memorial Fundraiser scheduled for July 30, 2017 at the Thayer House.

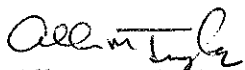
I approve of the issuing of the permits with the following condition.

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 and wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day malt and beer license.

A responsible adult with some knowledge of Mass Liquor Laws will be checking ID'S of all individuals being served malt and wine at this event.

Respectfully Submitted


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 _____ Event Date 8/11/2017

Name of Organization/Applicant Lindsay Snow + Tim Richard / Thayer Homestead

Address 9 Pleasant St, Medway, MA 02053
[Redacted Address]

Non-Profit Organization (Attach non-profit certificate of exemption)

Event Location Thayer Homestead, 213 Oak Street, Medway

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

Is event open to the general public? Y N Estimated attendance 150

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

How, where and by whom will ID's be checked? Bartenders - Pour me Bartending, LLC

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

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

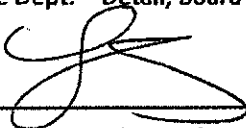
Provisions for Security or Detail Officer _____

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

Applicant's Signature  _____ Date of Application 6/5/2017

Applicant's Name (Please Print) Lindsay Snow _____

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

June 7, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for the Snow/Richards wedding reception scheduled for August 11, 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 alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by Pour Me Bartending.

I would also recommend the hiring of one four hour detail officer for this event to assist with traffic movement and parking of motor vehicles for this event. It was reported in the application that up to 150 guests could be attending this event.

Respectfully Submitted

Allen M. Tingley
Chief of Police

AGENDA

ITEM #15

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	
9	5/30/2017	OPEB trust management	Finance Director	

AGENDA

ITEM #16

Approval of Minutes

Associated backup materials attached:

Amended Draft Minutes – April 3, 2017

Amended Draft Minutes – April 18, 2017

Draft Minutes – May 8, 2017

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; Russ Burke, Project Manager for BSC Group working to develop the
41 Urban Renewal Plan.

42
43 Chairman Trindade explained for residents that the Redevelopment Authority has been working on this
44 for a year. **Chairman Trindade moved that the Board open the public hearing on the Oak Grove**
45 **Urban Renewal Plan; Selectman White seconded. No discussion. VOTE: 4-0-0.**

46
47 Ms. Cindy Trainor, identifying herself as an abutter to the proposed development, asked if there was any
48 notification to abutters for this hearing. Mr. Rodenhiser responded that individual abutters were not
49 notified, adding that meetings have been going on for several months. Chairman Trindade asked if
50 abutter notification was a requirement; Mr. Boynton responded it was not, but offered to check. The
51 general requirement is that the hearing be advertised in a publication of general interest. Abutter

1 notification is not necessary. In this case, it was advertised in the Milford Daily News last week. It was
2 noted that, if there were proposed construction, then there would be a butter notification. Mr. Rodenhiser
3 clarified that every meeting is a public meeting. We have developed a Steering Committee who has met
4 several times; there are subgroups as well as public forums. Ms. Trainor expressed concern that many
5 abutters were not aware tonight's meeting was occurring.

6
7 Responding to a question from Selectmen Crowley, Mr. Burke stated that it will take a couple of weeks to
8 assemble the documents and exhibits, and then the state has 60 days in which to respond. Documents
9 will be posted online. Ms. Mercandetti stated that a public comment period was held for two weeks and
10 publicized in the paper, online, on blogs, etc. Any additional comments can be made to Ms. Mercandetti
11 and to the Town Administrator's Office. Mr. Burke added that all urban renewal plans have to go
12 through review by the environmental agencies and there will be a comment period for that as well.

13
14 Mr. Rodenhiser explained that the Redevelopment Authority was established in 2014 in order to spark
15 development in this area known as the "bottle cap" lots and listed the boundaries. The objective is
16 revitalizing the Oak Grove area to manage the land and its future development. A Density by Design
17 project began in 2007 which was later merged into the Town's Master Plan. He continued to describe the
18 process and the entities involved. Approval by the Department of Housing and Community
19 Development must be secured before the plan can move forward.

20
21 Discussion followed on the process which begins with an approval from DHCD within 60 days followed
22 by the approval from MEPA. That piece of it could take two to three months. By mid-summer all the
23 approvals should be in. At that time the Redevelopment Authority would be able to start pursuing the
24 implementations identified in the plan, i.e., attracting potential investors, marketing plan, etc. The plan
25 has a life of 20 years, and some components will take longer than others.

26
27 Mr. Rodenhiser explained how parcel groupings could occur. The idea of "in-fill" parcels means that each
28 owner benefits by the contribution of their parcel toward combining into a larger parcel available for sale.
29 There would then be an equitable distribution of the some of the sale prices to those who contributed. Mr.
30 Burke pointed out that there are some lots whose ownership still need to be clarified or confirmed. Parcels
31 can be acquired or disposed of, both of which can occur without going to bid. Discussion followed. Until
32 the plan is adopted, nothing can happen. It was suggested that the project could be "shovel ready" within
33 a couple of years.

34
35 Mr. Rodenhiser confirmed that the Planning Board voted in favor of it as did the Redevelopment Authority.

36
37 At 7:37 PM Chairman Trindade asked for public comment.

38
39 Ms. Trainor asked about eminent domain. Mr. Boynton responded that there is a short window during
40 which someone can come forward, adding that the market value would be from one of the two required
41 appraisals. He noted that there has been extensive title review up to now, and additional review would
42 take place in any eminent domain taking. Chairman Trindade confirmed that a third party consultant
43 with expertise in this area worked on this research.

44
45 Brief discussion followed on the Oak Grove Task Force Steering Committee and that an Oak Grove
46 property owner served on that task force. Ms. Mercandetti noted she was not working in Medway at that
47 time, noting that she believed Town Counsel was consulted when the Steering Committee was formed.
48 Mr. Rodenhiser responded that Mr. Williams was initially approached because he was a stakeholder.

49
50 Mr. Bob Ferrari, identifying himself as Chair of the Affordable Housing Committee, asked if affordable
51 workforce housing was still being considered. Are other types of housing being considered? Mr.

1 Rodenhiser responded that what is being considered now is a concept plan which will be utilized to write
2 an agreement letter of intent. The idea has always been to have small scale buildings on the boundaries
3 with more significant buildings further into the development. Whether it is rental property in condos or
4 apartments or whatever will be up to the developer. Ms. Mercandetti added that any potential residential
5 housing development is also subject to the Affordable Housing Bylaw. It was noted that the planning
6 board would have a say in what those buildings looked like and if they meet design standards as specified
7 in the Master Plan.
8

9 Ms. Sue Rourke, an Ellis Street resident, asked if there are target numbers for number of apartments.
10 Will we have a say in how many units? Mr. Rosenhiser responded that a development proposal has not
11 been submitted. Any application that comes to the Planning Board will have a public hearing.
12

13 Chairman Trindade commented that major players in this kind of market have likely been keeping an eye
14 on this parcel and predicted there will be several proposals coming in once this land has been announced
15 as available. Mr. Rodenhiser clarified that the RA has been talking to developers all along, especially
16 those for hotels and apartments. The RA was advised that it is not a good idea for the Town to get too
17 specific on what it is looking for as it limits the flexibility of development. Right now it is zoned for
18 single-family residential unless a change is proposed and voted at Town Meeting. The DHCD will
19 require that a developer enter into a redevelopment agreement; if a developer goes bankrupt, the successor
20 is bound by the initial obligations.
21

22 Brief discussion followed relative to eminent domain during which it was noted that none of the existing
23 homes will be affected with the exception of some properties owned by Mr. Williams. In an eminent
24 domain process, the property owner is entitled to the fair market value of the property, and in some cases,
25 relocation costs are paid for owners or tenants. The process would be incremental, determined by
26 grouping of contiguous parcels. A property owner can also refuse to join the landpooling effort and
27 negotiate with the developer themselves.
28

29 **At 7:58 PM Selectmen Crowley moved that the Board close the public hearing; Selectmen White**
30 **seconded. No discussion. VOTE: 5-0-0.**
31

32 **At this time, Chairman Trindade read aloud the motion as follows:**
33

34 **VOTED:**

35 **WHEREAS, the Town of Medway and Medway Redevelopment Authority have been**
36 **investigating the use of urban renewal to revitalize the Oak Grove Area which has suffered**
37 **from fragmented ownership; substandard lot sizes; and lack of infrastructure;**

38 **WHEREAS, the Town of Medway and Medway Redevelopment Authority have undertaken a**
39 **multi-phase planning process with public informational meetings and, providing citizens and**
40 **property owners an opportunity to comment since February 2011;**

41 **WHEREAS, the Medway Planning Board determined the Oak Grove Area Urban Renewal**
42 **Plan is based on a local survey and is consistent with Medway's Master Plan, and approved said**
43 **Oak Grove Area Urban Renewal Plan on March 21, 2017;**

44 **WHEREAS, the Medway Redevelopment Authority determined the area contained within the**
45 **Oak Grove Area Project Boundary is decadent as defined by M.G.L. c. 121B, and is in need of**
46 **revitalization and redevelopment, and approved the Oak Grove Area Plan on March 20 2017;**

47 **WHEREAS, the Medway Board of Selectmen seeks to further the goals and objectives**
48 **contained in Oak Grove Area Urban Renewal Plan dated March 2017, to promote revitalization**
49 **opportunities within the Oak Grove Area Urban Renewal Plan as defined in the plan.**

1
2 **NOW, THEREFORE, BE IT RESOLVED that the Town of Medway Board of Selectmen:**
3 **1. Finds that there is a clear need and necessity for an urban renewal plan for the Oak Grove**
4 **Area;**
5 **2. Approves the boundaries of the Oak Grove Area Urban Renewal Plan, as depicted in the**
6 **Figure A-1: Project Location and URA Boundary, attached hereto;**
7 **3. Finds that the area contained within the Oak Grove Area Urban Renewal Plan Project**
8 **Boundary is decadent as defined by M.G.L. c. 121B, and is in need of revitalization and**
9 **redevelopment;**
10 **4. Approves the Oak Grove Area Urban Renewal Plan dated March 2017 prepared by BSC**
11 **Group and Ninigret Partners;**
12 **5. Requests Board of Selectmen Chairman Glenn Trindade to submit the Oak Grove Area**
13 **Urban Renewal Plan dated March 2017 to the Massachusetts Department of Housing and**
14 **Community Development for final approval; and**
15 **6. Authorizes the Medway Redevelopment Authority to approve minor changes to the Oak**
16 **Grove Area Urban Renewal Plan if such changes are recommended by the Massachusetts**
17 **Department of Housing and Community Development.**

18
19 **Selectman White seconded the motion. No discussion. VOTE: 5-0-0.**
20

21 **Public Comments:**

22 A gentleman identifying himself as the President of Medway Youth Lacrosse reported that there have
23 been some difficulties with the Parks Department. He noted that there are 184 children who participate
24 on 15 different teams, both boys and girls. There was great excitement when the fields were developed,
25 and yet he has trouble getting field time for youth groups. The Town does not need to make money on
26 the fields at the expense of the local youth. He reported that he lost four days of field time to an out-of-
27 town team who threatened to leave. He tried to offer two of his days back and that proposal was rejected.
28 There is an additional cost when using grass fields as parents cannot afford all the equipment if paying the
29 extra fees. He needs field time and he knows he won't get it. He continued, stating that he has been
30 asked for a list of players, which is unacceptable. How the lacrosse program is run is none of their
31 business. He cannot put more players on a field as he has to consider the safety of children and the
32 number on a field at one time.

33
34 We know that there are also issues with soccer and softball. The youth sports are important, as our youth
35 move up to the high school. Without the youth programs, the high school will have no one for their
36 teams. It also involves a lot of volunteer hours by coaches and parents. We are worried that we are going
37 the wrong direction with these fields. Medway residents paid for the fields, and the out-of-town clubs
38 don't care about our fields. He noted that he even has to pick up the empty water bottled from the fields
39 after they get in their cars and leave. There has to be a better balance. We are also being asked to pay a
40 per player fee.

41
42 Brief discussion followed during which additional fields would help, but the protocol identified in the
43 existing agreement identifies high school first then trickles down through youth and to clubs last. Mr.
44 D'Amico clarified that the agreement is with the high school, noting the priority order is correct. Mr.
45 Boynton pointed out that in 2014 a group of residents supported the project for turf fields. The payment
46 will be made each year over the next 10-15 years. The prioritization of who uses those fields is tethered to

1 garnering enough revenue to pay for the replacement of the turf which is estimated at \$500,000 per field.
2 Even if we put \$100,000 each year, it will help but not be enough. It boils down to a policy level question.
3

4 Selectman Foresto noted that the Parks and Recreation Commissioners are elected, and no one ever
5 thought that board would have a fiscal responsibility. Do we need a Parks Department with a
6 professional staff who has experience in this?
7

8 Selectman D’Innocenzo noted he likes the idea of the sequencing protocol. The further we get away from
9 the EPFRAC group, things becomes more of a challenge. The whole idea of the Gale Study was that all
10 the fields had to be used in order to make it work. There simply are not enough synthetic turf fields for
11 everyone who wants to use them. What is being requested is a more definite policy on how the fields are
12 to be used. Not everyone can have the fields at 6 PM.
13

14 Selectman Crowley summarized that a lot of things do come down to financial issues. Whatever revenue
15 the clubs bring in would have to be made up somewhere else. Hopefully we can revisit some of these
16 issues in the coming years. The Board has also discussed the possibility of a full time Recreation Director.
17

18 **Annual Report – Medway Community Farm**

19 *The Board reviewed the 2016 Annual Report from the Medway Community Farm.*
20

21 Present: Don Franzen, President; Devon Reed and Marcia Coakley, Board of Directors; Julie Infanger,
22 Interim Treasurer.
23

24 Mr. Franzen reported that they had some significant investments in the Farm, some events, and were able
25 to get through the drought while some farming operations struggled. We have tried to grow our Board
26 and team, utilizing members in areas of expertise and educating people on organic growth. We have
27 applied for a grant through the bank to help with the education portion. He noted that Ms. Coakley
28 works a lot with outreach with Facebook and other social media. We are pleased with our current
29 position. Our main concern is that of our lease which is long-term but will not last forever. At this time,
30 Mr. Franzen asked if one of the requirements to extending the lease going to be a formal RFP?
31

32 Chairman Trindade stated that he was really proud of this effort, noting that he was the point person on
33 this project when the community farm was started. We researched existing farms in other communities.
34 This has been a success from day one. It is highly unlikely we would bring in anyone to replace you.
35

36 Selectman Crowley noted that he would like the lease question come to the Board six months before the
37 expiration, adding that the Board will be happy to work with you.
38

39 Mr. Franzen noted that they had some people help us develop a business strategy. We have to figure out
40 our plan, sell more shares, and determine a long-term strategy. We hope to prepare a plan with our
41 general objectives and figure out how long a lease we need to accomplish those objectives. Chairman
42 Trindade added that he sees the farm as an extension of the community. It helps make the town what it is,
43 a source of pride. The Board can work with our Communications Director to help get the word out.
44

45 At this time, Mr. Franzen noted that the memberships extend beyond the town’s boundaries as there are
46 members from Norfolk, Millis and Ashland. People donate monetarily as well. Right now we have 145
47 return members, for spring shares we have 93, summer share number 52, and for summer parcel we have
48 100. There is room for more people to purchase shares.
49

50 Ms. Coakley explained that the renovation of the house on the farm was fundamental to helping us get
51 started. Mr. Franzen added that there are retained earnings though we reinvested much of the revenue

1 from last year back into the farm. We have cash reserves. They are on their third Farm manager, and
2 managing the learning curve well.

3 Please join us for the Farm to Fork event. Selectman Crowley suggested they participate in Medway
4 Family Day, noting that several thousand people attend and it would be a great place to offer education
5 and information.

6
7 Ms. Coakley added that this year they will have a fishery and this is the first year they will be plangent
8 strawberries in a pick-your-own area.

9
10 **Review/Approve - Annual & Special Town Meeting Warrants – (ATM Articles 2, 30 & 41-49,**
11 **STM- New Article 9)**

12 *The Board reviewed the following information: (1) Memorandum from Susy Affleck-Childs, Planning and*
13 *Economic Development Coordinator; (2) May 8 Annual Town Meeting Warrant; and (3) May 8 Special*
14 *Town Meeting Warrant. Note: recommendation votes for referenced ATM articles needed; vote to*
15 *approve addition of STM Article 9 and recommendation needed.*

16
17 Mr. Boynton reminded Board members that several articles still carry a To Be Determined (TBD)
18 designation. He asked that the Board vote recommendations on those articles.

19
20 Special Town Meeting – Article 9 extends the deadline for implementation of the Hazard Mitigation Plan.

21
22 **Chairman Trindade moved that the Board add an article entitled Extend Expenditure Deadline –**
23 **May 2016 Annual Town Meeting Article 8 – Hazard Mitigation Plan to the 2017 Special Town**
24 **Meeting Warrant as Article 9; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0 –**
25 **Selectman Crowley was out of the room at the time of the vote.**

26
27 Annual Town Meeting

28 Article 2 – Appropriation: FY18 Operating Budget – Mr. Boynton reported that the dollar figure has
29 been determined. **Selectman Foresto moved that the Board recommend Article 2; Selectman**
30 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

31
32 Article 7 -- Free Cash Appropriation: Capital and Other Items – The Town does not have a final number
33 on Snow and Ice expenses. This article will remain as TBD for the time being.

34
35 Article 8 –Free Cash Appropriation: Oak Grove Project – The Board is awaiting a presentation.
36 **Selectman Foresto moved that the Board recommend Article 8 as presented; Selectman White**
37 **seconded. No discussion. VOTE: 5-0-0.**

38
39 Article 18 – Appropriation: Community Preservation Committee – **Selectman D’Innocenzo moved that the**
40 **Board recommend Article 18 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

41
42 Article 21 – Fund Open Space Master Plan – **Selectman D’Innocenzo moved that the Board**
43 **recommend Article 21 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

44
45 It was decided to leave Articles 23 and 24 relative to land acquisition for a DPS Facility as TBD.

46
47 Article 30 -- Amend Zoning and General Bylaws – New Noise Bylaw – Mr. Boynton reported that the
48 Planning Board took no action as they want to take a look at the existing bylaw. Ms. Potter reported that
49 the proponent of the article is content with the Planning Board doing some evaluation. It’s possible that
50 suggested changes could be incorporated into the existing bylaw. Discussion followed. Ms. Potter added

1 that, per statute, the Police Department has the ability to respond with or without the bylaw. Selectman
2 Crowley expressed dismay that this article would not move forward at this time.

3
4 **Chairman Trindade moved that the text from article 30 be deleted and leave Article 30 as a number**
5 **that will not be utilized; Selectman White seconded. No discussion. VOTE: 4-1-0 - Crowley**
6 **oppose.**

7
8 Article 41 – Amend Zoning Bylaws: Affordable Housing – **Selectman Foresto moved that the Board**
9 **recommend Article 41 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

10
11 Article 42 – Amend Zoning Bylaws: SECTION 8. Special Regulations. Add Section 8.10 Temporary
12 Moratorium on Non-Medical Marijuana Establishments – Mr. Boynton clarified that this article will
13 allow the Town to wait until the state regulations are finalized. Brief discussion followed. The Board
14 had no issues or questions on the remaining articles.

15
16 **Chairman Trindade moved that the Board recommend Articles 42-49 as presented; Selectman**
17 **White seconded. No discussion. VOTE: 5-0-0.**

18
19 **Discussion – Pickup of Solid Waste/White Goods**

20 *The Board reviewed a document listing Proposed Changes to Medway White Goods Collection Program*
21 *Submitted by DPS Director*

22
23 Mr. Boynton reported that he and the DPS Director review the contract with Waste Management.
24 Medway’s collection of White Goods exceeds over 95% utilization, compared to 30% from neighboring
25 communities, as too many items that were deemed eligible for this service. Initially, there was no charge
26 but because of the volume, Waste Management is proposing to bill \$25 per item, at a projected cost of
27 \$98,400 to the Town annually.

28
29 What is a “white good”? What is it costing us for the second or third recycling cart? Mr. Boynton
30 reported that presently the Town is using \$160,000 in retained earnings just to balance the budget without
31 increasing fees to the residents. He cautioned that it won’t be long before the program will not be self-
32 sustaining and suggested limiting the number of items per property address to eight items over the course
33 of a year. Selectman Trindade announced that some homes had 42 items picked up during a year.
34 Obviously friends and family in other communities bringing their items to Medway as it was a lower
35 charge.

36
37 Selectman Crowley stated that the Town gets charged an annual fee of \$72 for the second cart whether or
38 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
39 night because the end of the contract is coming up. He noted that one of the biggest items of concern is
40 TV sets, and they will propose that those have to go to the recycling center at no charge. Selectman
41 Crowley suggested an annual fee of \$50 for the second container. Chairman Trindade theorized that
42 some people will return the second one while others will be okay with the charge.

43
44 **Authorization of Town Administrator in conjunction with Special Counsel to Respond to Requests**
45 **for Information, to File Pleadings and submit Other Administrative Proceedings on Behalf of the**
46 **Board of Selectmen in the Exelon Matter (EFSB 17-01) to the Energy Facilities Siting Board**

47 *There were no background materials.*

48
49 Mr. Boynton reminded the Board that information had been previously sent to the Board, noting that
50 departments are responding, and the deadline for response is Friday. We also have to ask Exelon for
51 their plans, or their intent to submit plans.

1
2 **Selectman Foresto moved that the Board authorize the Town Administrator to work on consultation**
3 **with Special Counsel to respond to requests for information, file pleadings and carry out other**
4 **administrative proceedings in the Exelon matter before the Energy Facilities Siting Board (docket #**
5 **EFSB 17-01); Selectman White seconded. Brief discussion followed during which it was noted that**
6 **there is presently tree trimming work at the plant in advance of the proposed expansion. No further**
7 **discussion. VOTE: 5-0-0.**
8
9

10 **Action Items from Previous Meeting**

11 Review of the Action Items List was postponed.
12

13 **Town Administrator's Report**

14 Mr. Boynton reported that the new Veterans District Director is Sarah Bateman who will be on board on
15 April 24. Additionally, a part-time Veterans Agent, Michael Whelan, has been hired and he will begin
16 work shortly.
17

18 Every seven years the Town Charter requires that a Charter Review Committee be formed to determine
19 compliance with the charter. Representatives are required from the Board of Selectmen, School
20 Committee, Finance Committee, Library Trustees and the Town Moderation to comprise a five-member
21 board. Mr. Boynton asked the Board for permission to get started on forming the committee. Brief
22 discussion followed.
23

24 **Selectman Foresto moved that the Board direct the Town Administrator to initiate the process of**
25 **forming a Charter Review Committee as discussed; Selectman D'Innocenzo seconded. No**
26 **discussion. VOTE: 5-0-0.**
27

28 Town Offices will be closed on Patriots Day, April 17. The Board's next meeting is Tuesday, April 18.
29

30 **Selectmen's Reports**

31 Selectman Foresto announced that the Annual Clean Sweep will be held on Saturday, April 8. Interested
32 individuals should report to the high school at 8 AM that day to join a team.
33

34 **Executive Session**

35 **At 9:07 PM Chairman Trindade moved that the Board adjourn Public Session and enter Executive**
36 **Session under Exemption 6: To consider the purchase, exchange, lease or value of real property if**
37 **the chair declares that an open meeting may have a detrimental effect on the negotiating position of**
38 **the public body (0R Crook St & 13R Chestnut St) & Exemption 3: To discuss strategy with respect**
39 **to collective bargaining or litigations if an open meeting may have a detrimental effect on the**
40 **bargaining or litigating position of the public body and the chair so declares (Energy Facilities**
41 **Siting Board Legal Process) with no intent to return to public session. As Chair, Chairman**
42 **Trindade did so declare. Selectman White seconded the motion. No discussion. Roll Call Vote:**
43 **5-0-0 (Crowley, aye; D'Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**
44
45
46

47 Respectfully submitted,
48 Jeanette Galliard
49 Night Board Secretary

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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**

21 There was none.
22

23 **Public Hearing – 155 A Village Street – Nuisance or Dangerous Structure**

24 *The Board reviewed the following information: (1) Memo from Allison Potter, Assistant Town*
25 *Administrator; (2) Notice of Hearing Letter; (3) Survey Team Correspondence; (4) Building*
26 *Commissioner Correspondence*
27

28 **Mr. Foresto moved, seconded by Mr. Crowley, to open the hearing on the declaration of a nuisance**
29 **or dangerous structure at 155A Village Street. It was so voted: 3-0-0.**

30
31 Mr. Boynton reviewed the process that has taken place to get to this point. The Board is being requested
32 to declare the structure dangerous and order its removal.
33

34 **Mr. Foresto moved, seconded by Mr. Crowley, to close the hearing. It was so voted: 3-0-0.**
35

36 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board declare the building located at 155A**
37 **Village Street a dangerous structure and order the building be razed as soon as possible. No**
38 **discussion. It was so voted: 3-0-0.**

39
40 **Discussion/Presentation - ClearGov**

41 This item was postponed to the next meeting.
42

43 **Approval – Entertainment License Request– T.C. Scoops – 104 Main Street**

44 *The Board reviewed the following information: (1) Entertainment License Application*
45

46 Ms. White asked what hours T.C. Scoops wants to have entertainment. The application states that the
47 request is to have entertainment during any hours that the store operates. Mr. Crowley asked where the
48 landlord's permission was and why the federal ID number was not provided, both of which are
49 application requirements. He wanted to make sure that the Town follows standard application procedures
50 for all licenses. These would be requested from the applicant.
51

1 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve an annual entertainment**
2 **license for T.C. Scoops subject to submission of the requested documentation and approval from**
3 **the Fire Department.**
4

5 **Discussion – 2017 Road Work Repair Plan**

6 *The Board reviewed the following information: (1) Memorandum from DPS Director David D’Amico; (2)*
7 *2017 Road Work Repair Plan*
8

9 Mr. D’Amico shared the proposed 2017 road repair plan with the Board. He stated that the new handout
10 corrects a calculation error. It was noted that some projects were moved to the next construction season
11 so as not to further complicate the temporary traffic pattern changes that will accompany the Route 109
12 construction project. Mr. D’Amico did not want to impact any east to west travel.
13

14 Mr. Crowley said he would prefer to see more sidewalks on the proposed plan. Mr. D’Amico said that he
15 tries to schedule sidewalk work to coincide with the road resurfacing. Mr. Foresto thought the top end of
16 Lovering St also needs attention. Mr. Boynton said that he and Mr. D’Amico can take another look at the
17 plan and offer some recommendations that may align more with the Board’s interests. It was noted that
18 Trotter St should be milled, but will only be overlaid due to the pending Urban Renewal Plan. Mr.
19 Crowley asked for an approximate linear foot cost for sidewalks, granite versus cement and cement versus
20 asphalt.
21

22 **Discussion/Vote – Exelon HCA & PILOT Agreements**

23 *The Board reviewed the following information: (1) Memorandum of Agreement; (2) Host Community*
24 *Agreement; (3) Amended Host Community Agreement; (4) PILOT Agreement; (5) Amended PILOT*
25 *Agreement*
26

27 Mr. Boynton reviewed the various agreements presented to the Board for its review and approval. He
28 stated that Exelon has requested a certificate proceeding from the Energy Facilities Siting Board (EFSB)
29 to combine the permitting process into one approval that would be issued by the EFSB. The Town has
30 sought protections should the EFSB grant this certificate. He noted that Exelon has also sought to modify
31 its project by eliminating the need to procure water from the Town of Millis. Mr. Boynton stated that
32 there are changes in the permitting dynamic, revenue structure and project valuation that led to a
33 conversation and resulting agreements with Exelon to address these.
34

35 Mr. Boynton began with the side letter of agreement regarding Exelon’s pre-construction activities. He
36 stated this ensures the Town will receive payments from Exelon according to the Host Community
37 Agreement (HCA) with the commencement of pre-construction, anticipated in May or not long thereafter.
38 He then addressed the Memorandum of Agreement (MOA), which was negotiated with Exelon to address
39 the overall certificate process. This also results in changes to the HCA and the Payment In Lieu of Taxes
40 (PILOT) Agreement, including the schedule of payments and protections should the EFSB not grant
41 Exelon permission to remove the Millis water requirement from the project. Those amendments, which
42 the Board had already seen, are also presented to the Board for approval. Mr. Boynton stated that the
43 Town would receive through the MOA a \$350,000 permit payment no later than August 1. It would
44 receive \$50,000 for legal and technical services by May 1 and two payments of \$700,000 for community
45 improvement and to otherwise address lost revenue. The PILOT amendment changes the date of the first
46 payment to February 1, 2019 and would then follow the original payment schedule. Exelon has signed
47 these documents.
48

49 **Mr. Foresto moved, seconded by Mr. Crowley to approve the Memorandum of Agreement with**
50 **Exelon regarding updates to the Host Community Agreement, PILOT and potential connections**
51 **with Millis water. It was so voted: 3-0-0.**
52

1 Mr. Crowley asked why there are two Exhibit A's. Mr. Boynton clarified that the first Exhibit A relates
2 to the Host Community Agreement. The second relates to the Memorandum of Agreement.

3
4 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the first amendment to the Host**
5 **Community Agreement. It was so voted: 3-0-0.**

6
7 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the first amendment to the PILOT, as**
8 **presented. It was so voted: 3-0-0.**

9
10 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the side letter concerning**
11 **preconstruction activities, invoking the Host Community Agreement, and to authorize the Chair to**
12 **sign the agreement. It was so voted: 3-0-0.**

13
14 Mr. Crowley asked if the first payment of \$700,000 would be available for allocation at the November
15 2018 Fall Town Meeting, assuming free cash is approved. Mr. Boynton confirmed it would be.

16
17 Mr. Boynton briefly reviewed the Town's recent activities with respect to Exelon and the EFSB. He
18 stated he would be testifying before the EFSB on May 4 via a video phone call. He assured the Board
19 that the Town will be involved in the oversight of the construction project and stated that the EFSB is the
20 mechanism for streamlining this project. Mr. Boynton reported that the March BCK invoice is \$11,000,
21 which is a reflection of how much the Town has remained involved in this matter. He said the \$50,000
22 for legal and technical services will be used to pay legal bills. He thanked Attorney Jeff Bernstein and
23 Town staff that have been working with him to move this forward.

24
25 Mr. Boynton reviewed what will be taking place at Exelon in the near future. He said there is some work
26 going on right now to make access upgrades to the driveway. He noted that there is a separate ongoing
27 project off West St, which is the Eversource security fencing project. He stated that, assuming the EFSB
28 grants Exelon's pre-construction request, land clearing will then begin on property. Payments will be
29 triggered and the HCA provisions will be monitored. Exelon pre-construction may begin in early June
30 and actual EFSB approvals on the certificate proceeding will not happen until the summer. Major
31 construction would begin in the late summer or early fall. November 2018 is the target date for
32 completed construction.

33
34 Mr. Foresto asked about the outcome of the situation with Millis water. Mr. Boynton responded that
35 Exelon has asked the EFSB to allow them out of that requirement, but he does not think the EFSB has
36 made a decision about that yet. Exelon intends its primary water source to be an onsite well. Between
37 that and onsite storage, the company would have sufficient water. Mr. Crowley mentioned that the water
38 volume requirement has also been reduced.

39
40 **Discussion/Vote – Special Town Meeting Warrant Article 1 and Annual Town Meeting Warrant –**
41 **Articles 7, 23 and 24**

42 *The Board reviewed the following information: (1) Articles 23 and 24*

43
44 Mr. Boynton asked the Board to consider addressing Article 1 on the Special Town Meeting warrant,
45 which funds the snow and ice deficit. He stated that the request will be to transfer \$120,000 in free cash.
46 He asked the Board to approve that article.

47
48 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 1 on the Special**
49 **Town Meeting warrant. It was so voted: 3-0-0.**

50
51 Mr. Boynton then asked to address Article 7 on the Annual Town Meeting warrant, which is the free cash
52 article for capital items. He said that the road and sidewalk repair amount is now known due to the fact

1 the snow and ice deficit amount has been tallied. The request for the road and sidewalk repair will be
2 reduced from \$445,000 to \$325,000. He asked the Board to approve this article for a total of \$1,717,954.

3
4 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 7 on the Annual**
5 **Town Meeting warrant. It was so voted: 3-0-0.**

6
7 Mr. Boynton asked the Board to consider approving Articles 23 and 24 of the Annual Town Meeting
8 warrant. These are land acquisition articles for the new DPS Facility. He stated that he is requesting
9 \$4,500 to fund the acquisition cost associated with Article 23 and \$19,500 for Article 24. Mr. Crowley
10 asked that these amounts somehow be reflected on the warrant so that Town Meeting can be made aware
11 that the Town is not seeking large sums of money to accomplish these acquisitions. They agreed to note
12 it in the article description.

13
14 **Mr. Foresto moved, seconded by Mr. Crowley, to approve Article 23, with an amount not to exceed**
15 **\$4,500. It was so voted: 3-0-0.**

16
17 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 24, with an amount**
18 **not to exceed \$19,500. It was so voted: 3-0-0.**

19
20 **Approval - Special Event Permits**

21 *The Board reviewed the following information: (1) Christina Genco Mother's Day Memorial Ride – May*
22 *14, 2017 application and Police Chief's Recommendation; (2) Rooney's Trail Run 5K – June 3, 2017; (3)*
23 *Annual CF Cycle for Life Ride – October 7, 2017 and Police Chief's Recommendation.*

24
25 Mr. Crowley expressed reservation about approving the Rooney's trail run without knowing the route.
26 Mr. Boynton responded that the Chief would not give his approval without having the route identified.

27
28 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve special event permits for the**
29 **Christina Genco Mother's Day Ride, Rooney's Trail Run and the Cycle for Life events to be held**
30 **on May 14, June 3, and October 7, 2017, subject to Police Chief's recommendations. It was so**
31 **voted: 3-0-0.**

32
33 **Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead**

34 *The Board reviewed the following information: (1) Wendy Krauss's application and Police Chief's*
35 *recommendation; Theresa McEachern's application and Police Chief's recommendation; (3) Jessica*
36 *Friswell's application and Police Chief's recommendation (4); Jonathan Dick's application and Police*
37 *Chief's recommendation.*

38
39 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve one day liquor licenses for**
40 **Wendy Krauss, Theresa McEachern, Jessica Friswell and Jonathan Dick for events to be held at**
41 **Thayer Homestead on April 30, May 6, May 7, and May 13, 2017 subject to Police Chief's**
42 **recommendations and proof or appropriate insurance coverage. It was so voted: 3-0-0.**

43
44 **Action Items from Previous Meeting**

45 Mr. Crowley asked if the Urban Renewal Plan had been submitted to the state yet. It was not known for
46 sure and Mr. Boynton said he would confirm. Mr. Crowley also asked for cost estimates and timeline for
47 implementing the plan.

48
49 **Approval of Minutes**

50 This item was postponed to the next meeting.

51
52 **Town Administrator's Report**

53 ***Solid Waste and Recycling***

1 Mr. Boynton said that the Board will be asked to approve changes to the solid waste and recycling
2 program at its meeting on May 1. There will be a change in how white goods are handled. Mr. Crowley
3 wants the Town to actively publicize the changes so that residents will not be surprised by them. Plans
4 for doing so were shared with the Board and Ms. Becotte offered to provide the Board with a copy of the
5 fact sheet she is preparing with the Dept. of Public Services.
6

7 ***Temporary Signs for Rt 109 Businesses***

8 Mr. Boynton addressed the need to allow for temporary signage for businesses impacted by the Route 109
9 construction project. He said that some businesses want to advertise special hours depending on whether
10 the work is directly impacting them one day and not another, etc. He would like to grant the Building
11 Commissioner the latitude to approve these temporary signs. The Board was in agreement with the need
12 to help business owners, but did not want to put the onus on the Building Commissioner as to what can
13 and what will not be approved. The Board asked for recommendations on the parameters for managing
14 the temporary signs that it could vote at its next meeting. Staff would work on this. Ms. Becotte stated
15 that the Town can work with businesses to advertise hour changes and the like through its social media
16 accounts.
17

18 **Mr. Crowley moved, seconded by Mr. Foresto, to ask the Building Commissioner to develop**
19 **guidelines for temporary signs for the Route 109 construction.**
20

21 It was asked that the Community and Economic Development Director, the Planning and Economic
22 Development Coordinator, and the Medway Business Council be involved.
23

24 ***Topsfield Fire Chief Search***

25 Mr. Boynton stated he would be participating in the Community Peer Review for the Topsfield Fire Chief
26 search on April 28.
27

28 ***Officer Steve Mitchell Promotion***

29 Mr. Boynton announced that Officer Steve Mitchell is being promoted to Sergeant. Once the swearing in
30 ceremony details are finalized, the Board would be extended an invitation.
31

32 ***Out of Office***

33 Mr. Boynton stated he would be out of the office on April 21 (personal day), 25 (MEMA training) and 27
34 (MMMA meeting).
35

36 **Selectmen's Reports**

37 Mr. Crowley announced there would be a Selectmen's candidate debate on Wednesday, April 19, at 7:30
38 PM in the High School auditorium. The candidates are sharing the auditorium rental cost. It will be
39 broadcast by Medway Cable.
40

41 Ms. White announced that there would be a candidates' night sponsored by the Democratic Town
42 Committee on April 28.
43

44 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board enter into executive session to discuss**
45 **strategy with respect to collective bargaining or litigation if an open meeting may have a**
46 **detrimental effect on the bargaining or litigating position of the public body and the chair so**
47 **declares; the topic is review/approve the amendment to the Fire Department contract. Ms. White**
48 **so declared. It was voted by roll call: Forest – aye; Crowley – aye and White – aye; 3-0-0.**
49

50 The Board returned to open session at 8:30 PM.
51

52 **Mr. Foresto moved to adjourn, seconded by Mr. Crowley, and voted unanimously: 3-0-0.**

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Board of Selectmen's Meeting
May 8, 2017 -- 6:00 PM
Medway High School, 88 Summer St
Room 117-1

Present: Glenn Trindade, Chair (6:05 PM); Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk (6:08 PM); Dennis Crowley, Member; John Foresto, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Carol Pratt, Finance Director; David D'Amico, Director, Department of Public Services; Susy Affleck-Childs, Planning and Economic Development Coordinator; Mary Becotte, Communications Director.

Others Present: Mark Cerel, Town Meeting Moderator; Carolyn Murray, Town Counsel.

At 6:04 PM Vice Chair White called the meeting to order and led the Pledge of Allegiance.

At 6:05 PM Chairman Trindade entered the meeting room and assumed control of the meeting.

Discussion/Vote – Solid Waste and Recycling Program Changes:

The Board reviewed an Informational Flyer (revised).

Mr. Boynton reported that the changes discussed at the last meeting were incorporated into this version. Brief discussion followed.

Selectman Foresto moved that the Board approve the changes to the solid waste and recycling program as proposed, effective Fiscal Year 2018 on July 1, 2017; Selectman Trindade seconded. No discussion. VOTE: 4-0-0.

Mr. Boynton stated that Ms. Becotte, Communications Director, is working on an ad to be published in the Milford Daily News. The flyer will also be distributed on trash containers and changes announced on social media.

Discussion/Vote – Temporary Sign Regulations for Businesses Impacted by Route 109

Construction Project:

The Board reviewed Proposed Regulations (revised).

Present: Susy Affleck-Childs, Planning and Economic Development Coordinator.

Mr. Boynton reported that Ms. Affleck-Childs made the changes that were discussed last week. Selectman Foresto noted that sign dimensions would have been nice as people could calculate their signs. Susy noted that she has met with the Building Inspector who approved all the changes.

Selectman Foresto moved that the Board approve the temporary sign regulations associated with the Route 109 project, as presented; Selectman Crowley seconded. No discussion. VOTE: 5-0-0.

1 **Board of Selectmen Designee to Open Space and Recreation Plan Task Force:**

2 *The Board reviewed Page 1 of Open Space and Recreation Plan Update RFP (includes composition of*
3 *OSRP Update Task Force).*

4
5 Present: Susy Affleck-Childs, Planning and Economic Development Director.

6
7 There was general discussion on the timeline. Ms. Affleck-Childs indicated that the intent is to start in
8 July and continue for approximately eight months. Responding to a question from the Board, she
9 theorized that the task force would likely meet once a month.

10
11 Selectman D’Innocenzo stated that he would serve as the Board’s representative on the Open Space and
12 Recreation Plan Task Force as long as it does not last several years.

13
14 **Donation Acceptance/Authorization to Expend Funds – \$50,000 from Exelon Generation**
15 **Co. LLC for Legal and Consulting Services:**

16 *The Board reviewed the Expenditure Authorization Form.*

17
18 Mr. Boynton reported that the Town has received a check for \$50,000 and needs the Board’s acceptance
19 and authorization to expend funds for the purpose intended. Brief discussion followed.

20
21 **Selectman Foresto moved that the Board accept the \$50,000 donation from Exelon Generation for**
22 **legal and consulting services and its expenditure as intended; Selectman White seconded. No**
23 **discussion. VOTE: 5-0-0.**

24
25 **General Discussion – Special and Annual Town Meeting**

26 *The Board reviewed the following information: (1) Special Town Meeting Warrant and Motions; and*
27 *(2) Annual Town Meeting Warrant and Motions.*

28
29 Mr. Boynton asked if Board members had any questions on either the Special Town Meeting Warrant, the
30 Annual Town Meeting Warrant, or the respective motions. There were none.

31
32
33 **At 6:13 PM Selectman Foresto moved to adjourn; Selectmen D’Innocenzo seconded. No**
34 **discussion. VOTE: 5-0-0.**

35
36
37 Respectfully submitted,
38 Jeanette Galliardt
39 Night Board Secretary

AGENDA

ITEM #17

Town Administrator's Report

AGENDA

ITEM #18

Selectmen Reports