Board Members
John Foresto, Chair
Glenn Trindade, Vice Chair
Dennis Crowley, Clerk
Richard D'Innocenzo, Member
Maryjane White, Member

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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

BOARD OF SELECTMEN

Board of Selectmen's Meeting

April 6, 2020 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

This meeting is being broadcast and recorded by Medway Cable Access

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, **no in-person attendance of members of the public will be permitted at this meeting.** Board members will be participating remotely. For public hearings, access via Zoom is provided for the required opportunity for public participation. Information for participating via Zoom is posted at the end of this Agenda.

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business

1. Public Hearing: New Liquor License (On-Premises Wine & Malt) Request – New England Authentic Eats, LLC, d.b.a, Papa Gino's – 74 Main Street
2. Approval of Minutes: March 12, 2020 and March 16, 2020
3. Discussion/Vote: Acceptance of Deed Restriction and Parcel M Access Easement for Conservation Parcel at Timber Crest Estates
4. Approval: Contract with Environmental Partners for Owner's Project Management Services for New Water Treatment Facility - $800,000
5. Approval: Contract with SumCo Eco-Contracting for Boardwalk on Milford St - $120,566
6. Vote: Intent to Lay Out Forest Road as a Public Way
7. Discussion/Vote Recommendation: May 11, 2020 Special Meeting Warrant Article #8 – Funding for COVID-19 Impacts
8. Approval: May Ballot Question for Board of Selectmen Name Change
9. Consideration: Postponement of May 11, 2020 Annual Town Meeting and May 19, 2020 Annual Election
10. One-day liquor License Applications:
    a. Margaret Centola – Thayer Homestead – 5/16/2020
    b. Janice Snow – Thayer Homestead – 5/17/2020
    c. Dawna Downing – Thayer Homestead – 5/17/2020
    d. Mary Rubino – Thayer Homestead – 5/24/2020
    e. Dan Strachan – Thayer Homestead – 5/30/2020
    f. Maureen Neureuter – Thayer Homestead – 5/31/2020
11. Action Items from Previous Meeting
12. Town Administrator's Report
13. 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

April 21, 2020 --- Regular Meeting (Holiday Week)
May 4, 2020 --- Regular Meeting

Medway Cable Access is inviting you to a scheduled Zoom meeting.

Topic: Board of Selectmen Meeting
Time: Apr 6, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/613939705

Meeting ID: 613 939 705

One tap mobile
+19294362866,,613939705# US (New York)
+13126266799,,613939705# US (Chicago)

Dial by your location
+1 929 436 2866 US (New York)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
Meeting ID: 613 939 705

Participant Information:

- All non-board members are muted
- To participate in the meeting
    - Click CHAT from the menu options
    - Type “Raise My Hand” in the chat window and send, or you can also click on the Raise Hand button
    - Wait for the moderator to acknowledge you and speak

AGENDA ITEM #1

Public Hearing: New Liquor License (On-Premises Wine & Malt) Request – New England Authentic Eats, LLC, d.b.a, Papa Gino's – 74 Main Street

Associated back up materials attached:

- *License application*
- *Departmental Approvals*

Proposed Motions:

Motion to OPEN the Public Hearing:

I move that the Board open the public hearing for a new on-premises wine and malt license for Papa Gino's at 74 Main Street.

Motion to CLOSE the Public Hearing:

I move that the Board open the public hearing for a new on-premises wine and malt license for Papa Gino's at 74 Main Street.

Motion for License Approval:

I move that the Board approve the on-premises wine and malt license for Papa Gino's at 74 Main Street.

citizenserve

start new search (1-5 of 17)

19-001039	ALC20-000001	74 MAIN STREET
19-000190	ALC19-000016	74 Main Street
19-000189	ALC19-000015	175 Main Street
19-000187	ALC19-000014	104 Main Street
19-000186	ALC19-000013	67C Main Street Unit 107

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

No image found for this file, click here to upload an image.

File #: 19-001039
74 MAIN STREET Medway MA 02053
NEW ENGLAND AUTHENTIC EATS, LLC
d/b/a PAPA GINO'S

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
- File

ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- License
- Route

REPORTS:
- Custom
- Detail
- Summary

Edit License: ALC20-000001

License #: ALC20-000001
License Type: Alcohol License
Sub Type: Restaurant
Business Name: NEW ENGLAND AUTHENTIC EATS, LLC d/b/a PAPA GINO'S
Licensee: New England Authentic Eats LLC dt
Status: Under Review
Total Amount: $ 1,000.00
Amount Paid: $ 0.00
Balance Due: $ 1,000.00
Non-Billable:

Application Date: 03/05/2020
Approval Date:
Issue Date:
Expiration Date:
Close Date:
Last Inspection:

ALCOHOL LICENSE INFORMATION

Licensed to Sell: Wine and Malt Beverag ▼

ABCC License #:

ABCC Application: Select File

Manager: Papa Gino's - Alyssa Lo ▼

Please mail in the original copy of your ABCC Retail License Renewal Form to the Medway Administrative Office at 155 Village Street Medway, MA 02053

Give a complete description of the premises: 5,500 square feet, one story building, dining room, serving area, prep area, one office, storage area, and two side doors.

Monday to Saturday: 8am - 1am

Sunday: 12pm - 1am, if serving food

Restriction(s):

PLEASE ATTACH THE FOLLOWING DOCUMENTS

Town of Medway Renewal Application: Select File

Click here to view the Liquor Policy

Liquor Policy Sign-off: Select File

List of Servers [TIPS certified]: Select File

Workers Comp Affidavit: Select File

Workers Compensation Policy Declaration/Summary Page: Select File

Compliance w/State Tax Laws Form: Select File

Copy of Liquor Liability Coverage: Select File

Copy of Crowd Manager Certification, if applicable: Select File

Fees

Quantity	Fee	Description	Amount	Total
	Restaurant - Beer and Wine Fee			1,000.00
			Application Fees:	**0.00**
			Other Fees:	**1,000.00**
			Total Fees:	**1,000.00**

Payments

Date	Type	Reference	Note	Receipt #	Received From	Amount
					Amount Paid:	**0.00**
					Balance Due:	**1,000.00**

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality: MEDWAY

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	Wines and Malt Beverages	Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The concept of the business will be a quick-service, family-style restaurant selling pizza, pasta, salads and sandwiches with both dine-in and take-out orders.

Is this license application pursuant to special legislation? ( ) Yes (•) No Chapter [ ] Acts of [ ]

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name: New England Authentic Eats LLC FEIN:

DBA: Papa Gino's Manager of Record: Alyssa Long

Street Address: 74 Main Street, Medway, MA 02053

Phone: 508-533-4301 Email:

Alternative Phone: N/A Website: www.papaginos.com

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Restaurant is located in a free-standing building. It is a single-floor unit with a dining room having a seating capacity of 91, a kitchen area, a prep area, an office area, walk-in refrigerator, freezers and restrooms.

Total Square Footage: 3380 Number of Entrances: 2 Seating Capacity: 91

Number of Floors: 1 Number of Exits: 5 Occupancy Number: 91

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Jim Poirier Phone:

Title: License and Lease Administrator Email:

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	November 01, 2018
State of Incorporation	Delaware	Is the Corporation publicly traded?	○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
WCSO Holdings Corp	600 Providence Highway, Dedham, MA 02026		N/A

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Sole Member	100%	○ Yes ◉ No	○ Yes ◉ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Additional pages attached? ○ Yes ◉ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ○ Yes ◉ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Attached			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Nagog Knoll LLC

Landlord Phone:

Landlord Email:

Landlord Address: 260 Great Road, Acton, MA 01720

Lease Beginning Date: 07/22/1985

Rent per Month: $2,891.33

Lease Ending Date: 02/28/2021

Rent per Year: $34,695.95

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	20,000,000.00
C. Other * (Please specify below)	0
D. Total Cost	20,000,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
WCSO Holding Corp (Sole Member)	$20,000,000 Credit Bid on 363 Sale
Total:	$20,000,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
		N/A - See APA for $20,000,000.00 Credit Bid	◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◉ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Purchase Price $20,000,000.
Purchaser: New England Authentic Eats LLC (f/k/a WC Purchaser LLC) a company under management of Wynnchurch Capital, LLC

Financial Information
Provide a detailed explanation of the form(s) and the source(s) of funding for the cost identified above.
on June 29, 2018, Wynnchurch Capital, LLC through affiliate entities acquired the First Lien and Second Lien debt of PGHC Holdings, Inc. and subsidiary companies which operate as Papa Gino's and D'Angelo restaurants.

Wynnchurch Capital, LLC, headquartered in Chicago is a leading middle-market private equity investment firm. Wynnchurch strategy is to partner with middle market companies in the United States and Canada that possess the potential for substantial growth and profit improvement. Wynnchurch Capital manages a number of private equity funds with $2.2 billion of committed capital under management and specializes in recapitalizations, growth capital, management buyouts, corporate carve-outs and restructuring.

ynnchurch Capital funded the acquisition of the debt with cash. Once the debt acquisition was complete, plans were made to restructure the company which included filing for Chapter 11 Bankruptcy which occurred on November 5, 2018.

Ultimately, the acquisition and payment for the assets was made in the form of credit bid rights under Section 363(k) of the Bankruptcy Code consisting of the surrender and release by Wynnchurch of a portion of the Liabilities arising under, or otherwise relating to, the Loan Agreement. The sale was finalized on February 11, 2019.

Under the new ownership, the Company is revitalizing/remodeling our restaurants and would like to add Beer and Wine to the menu options in order to encourage more dine-in patrons to the restaurant.

APPLICANT'S STATEMENT

I, Corey Wendland the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of New England Authentic Eats LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: 02-13-20

Title: Chief Financial Officer

CORPORATE VOTE

The Board of Directors or LLC Managers of New England Authentic Eats LLC
Entity Name

duly voted to apply to the Licensing Authority of MEDWAY and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Feb 11, 2019
Date of Meeting

For the following transactions (Check all that apply):

- [x] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Change of Officers/ Directors/LLC Managers
- [ ] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] Change Corporate Name
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- [ ] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Malt)
- [ ] Issuance/Transfer of Stock/New Stockholder
- [ ] Other
- [ ] Change Corporate Structure (i.e. Corp / LLC)
- [ ] Pledge of Collateral (i.e. License/Stock)
- [ ] Management/Operating Agreement
- [ ] Change of Hours
- [ ] Change of DBA

"VOTED: To authorize Corey Wendland
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Alyssa Long
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

COREY WENDLAND
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

Please Note: You may be requested to submit additional supporting documentation if necessary.

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name: New England Authentic Eats LLC

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed):

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No

yes, attach an affidavit providing the details of any and all convictions.

Type of Permit	Town	State	Permit Number	Name of Backer	Dates Held	Name of Business
Wine & Malt	GARDNER	MA	04923-RS-0436	New England Authentic Eats LLC dba Papa Gino's	05/23/19-Now	Papa Gino's
Wine & Malt	FALL RIVER	MA	05059-RS-0388	New England Authentic Eats LLC dba Papa Gino's	07/22/19-Now	Papa Gino's
Wine & Malt	UXBRIDGE	MA	05060-RS-1304	New England Authentic Eats LLC dba Papa Gino's	07/22/19-Now	Papa Gino's
Wine & Malt	HOLDEN	MA	05058-RS-0534	New England Authentic Eats LLC dba Papa Gino's	07/22/19-Now	Papa Gino's
Wine & Malt	FOXBOROUGH	MA	05073-RS-0426	New England Authentic Eats LLC dba Papa Gino's	07/25/19-Now	Papa Gino's
Wine & Malt	FOXBOROUGH	MA	05075-GP-0426	New England Authentic Eats LLC dba Papa Gino's	07/26/19-Now	Papa Gino's
Wine & Malt	FALMOUTH	MA	05148-RS-0390	New England Authentic Eats LLC dba Papa Gino's	08/27/19-Now	Papa Gino's
Wine & Malt	LINCOLN	RI	BVL-1	New England Authentic Eats LLC dba Papa Gino's	10/06/19-Now	Papa Gino's
Wine & Malt	WEST WARWICK	RI	2020-1	New England Authentic Eats LLC dba Papa Gino's	12/26/19-Now	Papa Gino's
Wine & Malt	EAST PROVIDENCE	RI	2020-99	New England Authentic Eats LLC dba Papa Gino's	01/06/20-Now	Papa Gino's
Wine & Malt	SOUTH ATTLEBOROUGH	MA	05421-RS-0050	New England Authentic Eats LLC dba Papa Gino's	01/28/20-Now	Papa Gino's
Wine & Malt	SOMERSET	MA	05482-RS-1128	New England Authentic Eats LLC dba Papa Gino's	03/03/20-Now	Papa Gino's
Wine & Malt	TAUNTON	MA	05484-RS-1264	New England Authentic Eats LLC dba Papa Gino's	03/03/20-Now	Papa Gino's
Wine & Malt	TAUNTON	MA	05485-RS-1264	New England Authentic Eats LLC dba Papa Gino's	03/03/20-Now	Papa Gino's

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Alyssa Long | Date of Birth: 12/10/91 | SSN:

Residential Address: Woonsocket, RI 02895

Email: | Phone:

Please indicate how many hours per week you intend to be on the licensed premises: 48

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (●) Yes ( ) No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
08/2013	Present	General Manager	Papa Gino's	Steve Corso
08/2010	08/2013	Manager	Gourmet Pizza Bar	Alberto Ramos

D. PRIOR DISCIPLINARY ACTION

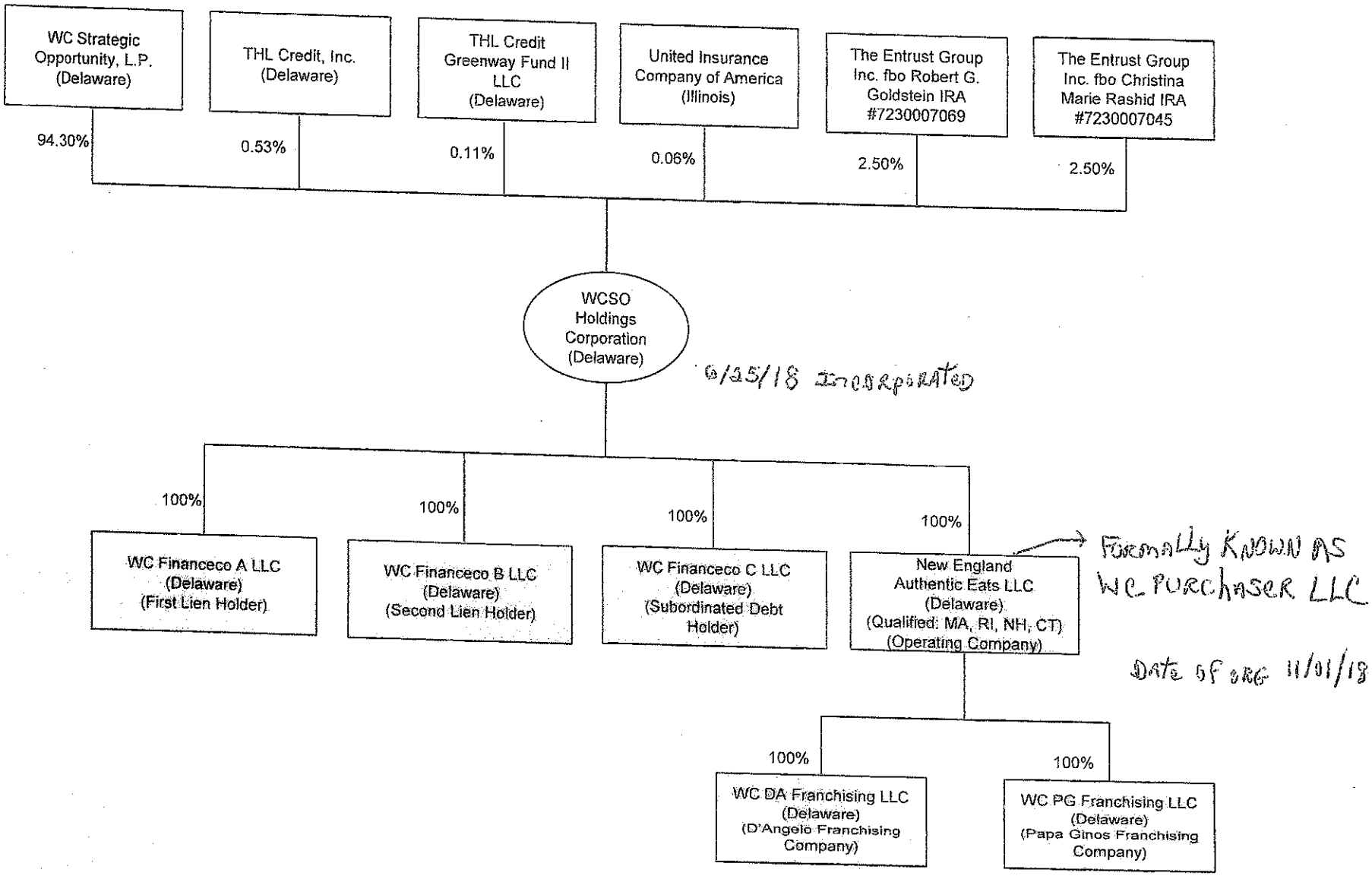
Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ( ) Yes (●) No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: [signature] Date: 02/26/2020

Former owner/Lease holder:	**Papa Gino's, Inc.**		
		11/5/2018	Papa Gino's Inc. and Subsidiaries filed for Chp 11 Bankruptcy
	Tab#		Asset Purchase Agreement
		1/28/2019	Court Order approving sale of all Papa Gino's assets to WC Purchaser LLC
	Tab#	2/11/2019	Bill of Sale, Assignment and Assumption Agreement (consumation of the sale as approved by the courts on 1/28/19)
Sole Member of Applicant:	**Wynnchurch detail**		
		June 2018	Purchased all debt from Papa Gino's Lenders
	DE	6/25/2018	WCSO Holdings Corporation Incorporated in DE
Applicant:	New England Authentic Eats LLC **(Formally known as WC Purchaser LLC)**		
	DE	11/1/2018	WC Purchaser LLC organized in DE
	IRS EIN	11/15/2018	EIN Issued for WC Purchaser LLC
		2/11/2019	WC Purchaser LLC purchased all of the assets of Papa Gino's, Inc. (see Bill of Sale, Assignment & Assumption & APA)
	DE	2/11/2019	WC Purchaser LLC amended org in DE change name to **New England Authentic Eats LLC**
	MA	2/6/2019	WC Purchaser LLC - Qualified Filing with MA Secretary of Commonwealth
	MA	2/12/2019	WC Purchaser LLC - Amended Filing with MA Secretary of Commonwealth - Change name to **New England Authentic Eats LLC**
	MA	5/2/2019	New England Authentic Eats LLC Amended Commonwealth Filing - Change to Corp. office Address in Dedham MA



Vedder

Note: Ownership percentages are subject to additional cash investments by the existing stockholders

WCSO HOLDINGS CORPORATION AND ITS SUBSIDIARIES

DIRECTORS, MANAGERS AND OFFICERS

Updated May 16, 2019

ENTITY	DIRECTORS OR MANAGER(S) OF THE BOARD	OFFICERS
WC Strategic Opportunity L.P. (Delaware corporation)	John Hatherly – President/Sole director	John Hatherly – President/Sole director Roy Sroka – CFO/Treasurer/Chief Compliance Officer Brian Crumbaugh – Managing director Ursula Djurickovic – Secretary
WCSO Holdings Corporation (Delaware corporation)	Daniel Needham (Chairman) Duncan Bourne Jude Thompson William Van Epps Advisory Board: Andrew Varga David Flanery	William Van Epps – Chief Executive Officer Duncan Bourne – Vice President and Secretary Corey Wendland – Chief Financial Officer and Treasurer
WC Financeco A LLC (Delaware limited liability company)	Sole-Member Manager: WCSO Holdings Corporation	John Hatherly – President Duncan Bourne – Vice President Neel Mayenkar – Secretary
WC Financeco B LLC (Delaware limited liability company)	Sole-Member Manager: WCSO Holdings Corporation	John Hatherly – President Duncan Bourne – Vice President Neel Mayenkar – Secretary

ENTITY	DIRECTORS OR MANAGER(S) OF THE BOARD	OFFICERS
WC Financeco C LLC (Delaware limited liability company)	Sole-Member Manager: WCSO Holdings Corporation	John Hatherly – President Duncan Bourne – Vice President Neel Mayenkar – Secretary
New England Authentic Eats LLC (Delaware limited liability company)	Sole-Member Manager: WCSO Holdings Corporation	William Van Epps – Chief Executive Officer Tom Sterrett – Chief Operating Officer Corey Wendland – Chief Financial Officer Tim Lamson – Executive Vice President of Supply Chain Jim Croteau – Senior Vice President of Operations Duncan Bourne – Vice President Karen Bray – Vice President of Finance; Controller Kathy Cruz – Senior Vice President of Operations
NEAE Card Services LLC (Colorado limited liability company)	Sole-Member Manager: New England Authentic Eats LLC	William Van Epps – Chief Executive Officer Duncan Bourne – Vice President Tom Sterrett – Chief Operating Officer Corey Wendland – Chief Financial Officer
WC DA Franchising LLC (Delaware limited liability company)	Sole-Member Manager: New England Authentic Eats LLC	William Van Epps – Chief Executive Officer Duncan Bourne – Vice President Tom Sterrett – Chief Operating Officer Corey Wendland – Chief Financial Officer
WC PG Franchising LLC (Delaware limited liability company)	Sole-Member Manager: New England Authentic Eats LLC	William Van Epps – Chief Executive Officer Duncan Bourne – Vice President Tom Sterrett – Chief Operating Officer Corey Wendland – Chief Financial Officer

Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Telephone: (617) 727-3040
Fax: (617) 727-1510

Jean M. Lorizio, Esq.
Chairman

BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Applicant Name: New England Authentic Eats LLC

Primary Contact Person for Applicant:

Name: Karen Bray

Telephone Number: 781-467-1643

Email Address: KBray@PapaGinos.Com

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23, for the following individuals and/or entities (use additional pages if necessary):

Name	% ownership in license	Control over operation of license?
WC Strategic Opportunity, L.P.	94.3%	Yes / No
THL Credit, Inc.	.53%	Yes / No
THL Credit Greenway Fund II LLC	.11%	Yes / No
United Insurance Company of America	.06%	Yes / No
The Entrust Group Inc. fbo Robert G. Goldstein IRA	2.5%	Yes / No
The Entrust Group Inc. fbo Christina Maria Rashid IRA	2.5%	Yes / No

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

X___ Criminal Offender Record Information ("CORI") Authorization Forms

X___ Personal Information Forms

X___ Identity of Individuals and/or Entities

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages if necessary):

Each of the above entities are entities that hold a percentage ownership in WCSO Holdings Corporation. They are arms-length investors to WCSO Holdings Corporation and New England Authentic Eats LLC and as such, we do not have access to, nor interaction with these investors, and are therefore not privy to their Articles of Organization/Directors/Officers. They are each former Corporate lenders to Papa Gino's, Inc. which filed for Chp 11 bankruptcy and sold all of its assets to New England Authentic Eats LLC on 2/11/19. These entities have no involvement in the management of this business or control over the operation of this license.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in this Request, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signature: Ron Bray

Title: VP of Finance/Controller

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WC PURCHASER LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF FEBRUARY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WC PURCHASER LLC" WAS FORMED ON THE FIRST DAY OF NOVEMBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

7130548 8300

SR# 20190677126

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202189304

Date: 02-01-19

IRS

File

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-15-2018

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002057.104805.293974.29802 1 MB 0.424 530

WC PURCHASER LLC
% WCSO HOLDINGS CORPORATIO SOLE MBR
6250 N RIVER RD STE 10-100
ROSEMONT IL 60018

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 61-1905885. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is WCPU. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

(IRS USE ONLY) 575G 11-15-2018 WCPU 0 SS-4

Keep this part for your records. CP 575 G (Rev. 1-2013)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-15-2018
EMPLOYER IDENTIFICATION NUMBER: 61-1905885
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

WC PURCHASER LLC
% WCSO HOLDINGS CORPORATIO SOLE MBR
6250 N RIVER RD STE 10-100
ROSEMONT IL 60018

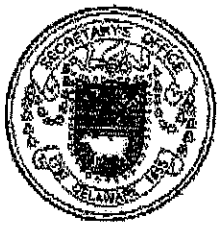
2/11/19
Δ NAme in DE

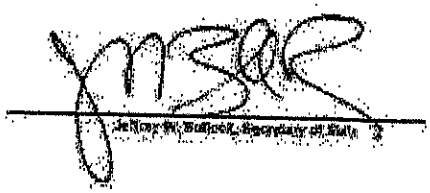
Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WC PURCHASER LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "NEW ENGLAND AUTHENTIC EATS LLC" ON THE ELEVENTH DAY OF FEBRUARY, A.D. 2019, AT 4:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.





7130548 8320
SR# 20190910554

Authentication: 202241855
Date: 02-12-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

·C
w.cscglobal.com

CSC- Wilmington
251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

2/6/19
Registered
IN MA

ıtter# 41702.00.0027
ɔject Id :
ditional Reference : Benjamin O. Williams

Order# 610925-10
Order Date 02/01/2019

Entity Name :	WC PURCHASER LLC
Jurisdiction :	MA-Secretary of the Commonwealth
Request for :	Qualification Filing
File# :	001367306
File date :	02/06/2019
Result :	Filed

lered by STEPHANIE MICHAELS at VEDDER PRICE

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w.cscglobal.com.

'd any questions concerning this order or CSCGlobal, please feel free to contact us.

tthew Joyce
yce0@cscinfo.com

responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

F

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

Federal Identification No. _____

(1a) The exact name of the limited liability company:

WC PURCHASER LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

N/A

(2) The jurisdiction* where the limited liability company was organized:

DELAWARE

(3) The date of organization in that jurisdiction: NOVEMBER 1, 2018

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Operating restaurants, including related manufacturing activities

(5) The business address of its principal office:

6250 N. RIVER ROAD, STE. 10-100, ROSEMONT, ILLINOIS 60018

(6) The business address of its principal office in the Commonwealth, if any:

N/A

(7) The name and business address, if different from principal office location, of each manager:

N/A - Managed by the sole member

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
JOHN HATHERLY	6250 N. RIVER ROAD, STE. 10-100, ROSEMONT, ILLINOIS 60018
DUNCAN BOURNE	6250 N. RIVER ROAD, STE. 10-100, ROSEMONT, ILLINOIS 60018
WCSO HOLDINGS CORPORATION	6250 N. RIVER ROAD, STE. 10-100, ROSEMONT, ILLINOIS 60018

(9) The name and street address of the resident agent in the Commonwealth:

Corporation Service Company 84 State Street Boston, MA 02109

(10) The latest date of dissolution, if specified: N/A

(11) Additional matters:

Signed by *(by at least one authorized signatory)*: Duncan Bourne, Vice President Duncan Bourne

I Corporation Service Company

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

** Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.*

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 05, 2019 03:25 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MA SOC Filing Number: 201968909390 Date: 2/12/2019 3:17:00 PM

2/12/19
Δ NAME
to NEAE

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 12, 2019 03:17 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

[Submit 1 executed copy]

CERTIFICATE AMENDING OR CORRECTING
APPLICATION FOR REGISTRATION

(Under Section 52 of the Massachusetts Limited Liability Company Act)

To the State Secretary
Commonwealth of Massachusetts

Federal Employer
Identification Number

It is hereby certified that:

(a) The federal employer identification number is

(b) The name of the foreign limited liability company, and if different, the name under which it proposes to do business in the commonwealth is: **WC Purchaser LLC**

(c) The jurisdiction where the foreign limited liability company was organized and the date of its organization is: **Delaware**

(d) The date it registered to do business in the Commonwealth is: **February 5, 2019**

(e) The name of each manager and the business address, if different from its principal office location. If there are no managers, include a statement to that effect- **The limited liability company is managed by its sole member**.

(f) The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and the business address, if different from its principal office location. **See below**

NAME	ADDRESS
Duncan Bourne	6250 N. River Road, Ste. 10-100 Rosemont, Illinois 60018
WCSO Holdings Corporation	6250 N. River Road, Ste. 10-100 Rosemont, Illinois 60018

(g) The amendment to the registration certificate:
The limited liability company's name shall be changed to: **New England Authentic Eats LLC**

(h) if the amendment includes a change of the limited liability company's name, or the state or country of its formation, the amended registration certificate will be accompanied by an original certificate evidencing the changes issued, not more than 90 days prior to submission, by an officer or agency properly authorized in the jurisdiction of formation. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.-

The limited liability company has changed its name to: **New England Authentic Eats LLC**

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, the undersigned does hereby affirm and swear, that to the undersigned's knowledge and belief the foregoing statements are true as of this 8th day of February, 2019.

Duncan Bourne

Duncan Bourne, Vice President

C
v.cscglobal.com

CSC- Wilmington
251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

5/2/19
Δ ADDRESS
IN MA

ıtter# 53040.00.0001
ɔject Id : Paralegal: Stephanie Michaels
ditional Reference : Attorney: Benjamin O. Williams

Order# 749206-5
Order Date 05/02/2019

Entity Name :	NEW ENGLAND AUTHENTIC EATS LLC
Jurisdiction :	MA-Secretary of the Commonwealth
Request for :	Foreign Amendment Filing
File# :	201995610650
File date :	05/02/2019
Result :	Filed

lered by STEPHANIE MICHAELS at VEDDER PRICE

ınk you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at
w cscglobal.com.

e any questions concerning this order or CSCGlobal, please feel free to contact us.

tthew Joyce
ɔyce0@cscinfo.com

responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

[Submit 1 executed copy]

CERTIFICATE AMENDING OR CORRECTING
APPLICATION FOR REGISTRATION

(Under Section 52 of the Massachusetts Limited Liability Company Act)

To the State Secretary
Commonwealth of Massachusetts

Federal Employer
Identification Number

It is hereby certified that:

(a) The federal employer identification number is

(b) The name of the foreign limited liability company, and if different, the name under which it proposes to do business in the commonwealth;

New England Authentic Eats LLC

(c) The jurisdiction where the foreign limited liability company was organized and the date of its organization;

Delaware – 11/01/2018

(d) The date it registered to do business in the Commonwealth;

02/05/2019

(e) The name of each manager and the business address, if different from its principal office location. If there are no managers, include a statement to that effect.

The company has no managers.

(f) The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and the business address, if different from its principal office location

Corey Wendland – 600 Providence Highway, Dedham, MA – 02026
Karen Bray - 600 Providence Highway, Dedham, MA – 02026

(g) The amendment to the registration certificate as follows:

(i) The business address of its principal office is:

600 Providence Highway, Dedham, MA – 02026

(ii) The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and the business address, if different from its principal office location:

Duncan Bourne – 6250 N. River Road, Ste. 10-100, Rosemont, IL 60018
Corey Wendland – 600 Providence Highway, Dedham, MA – 02026
Karen Bray - 600 Providence Highway, Dedham, MA – 02026

(h) if the amendment includes a change of the limited liability company's name, or the state or country of its formation, the amended registration certificate will be accompanied by an original certificate evidencing the changes issued, not more than 90 days prior to submission, by an officer or agency properly authorized in the jurisdiction of formation. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

N/A

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Certificate Amending or Correcting Application for Registration with the Secretary of State of Commonwealth of Massachusetts)

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, the undersigned does hereby affirm and swear, that to the undersigned's knowledge and belief the foregoing statements are true as of this 1st day of May, 2019.

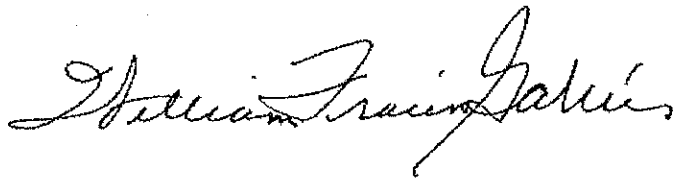
Karen Bray

Karen Bray, VP of Finance and Controller

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 02, 2019 03:40 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WCSO HOLDINGS CORPORATION", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JANUARY, A.D. 2019, AT 12:32 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

6947454 8100
SR# 20190277928

Authentication: 202083353
Date: 01-15-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:32 PM 01/15/2019
FILED 12:32 PM 01/15/2019
SR 90277928 - File Number 6947454

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
WCSO HOLDINGS CORPORATION

WCSO Holdings Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation") , DOES HEREBY CERTIFY:

FIRST: The name of the Corporation is WCSO Holdings Corporation. The date of filing of the Corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware is June 25, 2018.

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended to reflect an increase in the number of authorized shares of the Corporation by amending Paragraph 1 of Article IV of the Amended and Restated Certificate of Incorporation as follows:

> "The aggregate number of shares which the Corporation has authority to issue is Three Hundred Nineteen Thousand (319,000). The Corporation is authorized to issue two classes of stock, which classes of stock shall be designated, respectively, Preferred Stock, par value $0.01 per share (the "Preferred Stock"), and Common Stock, par value $0.01 per share (the "Common Stock"). The Corporation's authorized stock shall consist of Twenty-Nine Thousand (29,000) shares of Preferred Stock, and Two Hundred Ninety Thousand (290,000) shares of Common Stock."

THIRD: This Amendment to the Amended and Restated Certificate of Incorporation ("Amendment") has been duly approved by the Board of Directors of the Corporation.

FOURTH: This Amendment was duly adopted by written consent of the stockholders in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Certificate of Amendment of Amended and Restated Certificate of Incorporation of WCSO Holdings Corporation

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 15th day of January, 2019.

WCSO HOLDINGS CORPORATION

By: Duncan Bourne
Name: Duncan Bourne
Title: Vice President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "WCSO HOLDINGS CORPORATION", FILED IN THIS OFFICE ON THE TWELFTH DAY OF DECEMBER, A.D. 2018, AT 12:27 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

6947454 8100
SR# 20188106401

Authentication: 204082329
Date: 12-12-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:27 PM 12/12/2018
FILED 12:27 PM 12/12/2018
SR 20188106401 - File Number 6947454

WCSO HOLDINGS CORPORATION

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

WCSO Holdings Corporation, incorporated on June 25, 2018, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware and desiring to amend and restate its certificate of incorporation and having received no payment for its shares, pursuant to the provisions of Section 241 and Section 245 of the Delaware General Corporation Law, as amended, DOES HEREBY CERTIFY AS FOLLOWS:

ARTICLE I.

The name of the Corporation is WCSO Holdings Corporation (the "Corporation").

ARTICLE II.

The address of the Corporation's registered office in the State of Delaware is to be located at 251 Little Falls Drive, in the City of Wilmington, 19808, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware, as amended (the "DGCL").

ARTICLE IV.

The aggregate number of shares which the Corporation has authority to issue is One Hundred Seventy-Four Thousand Five Hundred (174,500). The Corporation is authorized to issue two classes of stock, which classes of stock shall be designated, respectively, Preferred Stock, par value $0.01 per share (the "Preferred Stock"), and Common Stock, par value $0.01 per share (the "Common Stock"). The Corporation's authorized stock shall consist of Fourteen Thousand Eight Hundred Fifty (14,850) shares of Preferred Stock, and One Hundred Fifty-Nine Thousand Six Hundred Fifty (159,650) shares of Common Stock.

A description of each of the Preferred Stock and the Common Stock with the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof is as follows:

A. **Preferred Stock**.

1. **Designation**. A total of Fourteen Thousand Eight Hundred Fifty (14,850) shares of the Corporation's Preferred Stock, par value $0.01 per share, shall be designated as the "Series A Preferred Stock" (and referred to herein as the "Series A Preferred Stock"). The "Original Issue Price" per share of the Series A Preferred Stock shall be One Thousand Dollars ($1,000.00) (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares).

2. **Dividends**.

(a) In addition to any other dividends payable with respect to the Series A Preferred Stock, the holders of shares of the Series A Preferred Stock, in preference to the holders of any other shares of capital stock of the Corporation including, without limitation, the Common Stock (collectively with such other shares of capital stock, the "Subordinated Stock"), shall be entitled to receive with respect to each issued and outstanding share of Series A Preferred Stock, out of any assets at the time legally available therefor, cumulative dividends in cash (calculated on a 365-day year and the actual number of days elapsed in the period for which such dividends are payable) at a rate per annum equal to eight percent (8%) of the sum of (i) the Original Issue Price of the Series A Preferred Stock plus (ii) accumulated but unpaid dividends thereon, compounded annually. Such dividends shall accrue from the date of issuance of the applicable share of Series A Preferred Stock until paid, whether or not earned, whether or not declared by the Corporation's Board of Directors and whether or not there are funds legally available therefor on the date such dividends are payable, and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any distributions, dividends, redemptions (other than redemptions of shares of the Corporation's Preferred Stock or Common Stock from employees or consultants of the Corporation, as approved by the Corporation's Board of Directors), or other payments may be made on any Subordinated Stock. Notwithstanding the foregoing, such dividends shall be payable only when, as and if declared by the Corporation's Board of Directors, or as otherwise provided for in connection with a Liquidity Event (as defined in Section 5 of Article IV(A)) pursuant to the provisions of Section 3(b) herein.

(b) Notwithstanding any other provision of this Section 2 of Article IV(A), upon the request of the Preferred Stock Majority (as defined in Section 5 of Article IV(A)), any dividends accruing on the Series A Preferred Stock may be paid in lieu of cash dividends by the issuance of additional shares of Series A Preferred Stock (including fractional shares) having an aggregate Series A Liquidation Value (as defined in Section 3(b)(ii) of Article IV(A)) at the time of such payment equal to the Original Issue Price. If and when any such additional shares of Series A Preferred Stock are issued hereunder for the payment of accrued dividends, such shares of Series A Preferred Stock shall be deemed to be validly issued and outstanding and fully paid and non-assessable.

(c) So long as any shares of the Series A Preferred Stock are outstanding, no dividend or other distribution, whether in cash or property, shall be declared or paid on any Subordinated Stock unless all then accrued but unpaid dividends have been declared and paid with respect to all outstanding shares of the Series A Preferred Stock.

(d) Notwithstanding anything herein to the contrary, all dividends paid with respect to the Series A Preferred Stock shall be paid pro rata to the holders of shares of the Series A Preferred Stock.

3. **Liquidity Event**.

(a) **General**. If a Liquidity Event is to occur, the Corporation will notify each holder of the Preferred Stock and the Common Stock in writing of such pending Liquidity Event not less than five (5) days prior to the consummation thereof. Such notice will describe the material terms and conditions of the Liquidity Event (including, but not limited to, the amount and nature of the total consideration to be paid in connection therewith). The Corporation will thereafter give each holder of the Preferred Stock and the Common Stock prompt notice of any material changes in such terms and conditions.

(b) **Distributions upon a Liquidity Event**. In the event of any Liquidity Event:

(i) Before any distribution or payment is made to any holders of Subordinated Stock, the holders of the Series A Preferred Stock shall be entitled to be paid first out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock of all classes, whether such assets are capital, surplus or earnings, all accrued but unpaid dividends thereon. If, upon liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Series A Preferred Stock the full amounts to which they otherwise would be entitled under this subsection (i), the holders of the Series A Preferred Stock shall share ratably in any distribution of available assets pro rata in proportion to the respective aggregate liquidation preference amounts to which they are entitled under this subsection (i).

(ii) After payment shall have been made in full to the holders of the Series A Preferred Stock of all accrued but unpaid dividends to which they are entitled under subsection (i) above, and before any distribution or payment is made to any holders of Subordinated Stock, the holders of the Series A Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock of all classes, whether such assets are capital, surplus or earnings, an amount per share of outstanding Series A Preferred Stock equal to the Original Issue Price of the Series A Preferred Stock (in the aggregate for all outstanding shares of Series A Preferred Stock, the "Series A Liquidation Value"). If, upon liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Series A Preferred Stock the full amounts to which they otherwise

would be entitled under this subsection (ii), the holders of the Series A Preferred Stock shall share in any distribution of available assets pro rata in proportion to the respective aggregate liquidation preference amounts to which they are entitled under this subsection (ii).

(iii) After the payments under subsections (i) and (ii) of this Section 3(b) of Article IV(A) shall have been made in full to the holders of the Series A Preferred Stock, the remaining assets of the Corporation available for distribution shall be distributed to the holders of the Common Stock, on a pro rata basis, based on the number of shares of Common Stock held by each holder.

(c) **Distributions Other than Cash**. Whenever the distributions provided for in this Section shall be payable in property other than cash, the value of such distribution shall be the Fair Market Value (as defined in Section 5 of Article IV(A)) of such property. All distributions (including distributions other than cash) made hereunder to the holders of the Series A Preferred Stock shall be made pro rata to the holders of the Series A Preferred Stock, as applicable.

4. **Voting Power**.

(a) General. Except as otherwise expressly provided in this Certificate of Incorporation (as defined in Section 5 of Article IV(A)) or as otherwise required by applicable law, each holder of shares of the Series A Preferred Stock shall be entitled to vote on all matters to be voted on by the stockholders of the Corporation and shall be entitled to that number of votes equal to the largest number of whole shares of Series A Preferred Stock held by such holder, at the record date for the determination of stockholders of the Corporation entitled to vote on any matter or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited. Such determination of "whole shares" shall be based upon the aggregate number of shares of the Series A Preferred Stock held by each holder, and not upon each share of the Series A Preferred Stock so held by the holder. Except as otherwise required by law or this Certificate of Incorporation, the holders of shares of the Series A Preferred Stock and Class A Common Stock (as defined in Section 1 of Article IV(B) shall vote together (or render written consents in lieu of a vote) as a single class on all matters submitted to a vote of the stockholders of the Corporation.

(b) Vote to Change Rights, Preferences and Powers of Preferred Stock. So long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not take any of the following actions without the prior affirmative vote, or written consent in lieu thereof, of the Preferred Stock Majority:

(i) altering or changing the rights, preferences or privileges of the Series A Preferred Stock;

(ii) increasing or decreasing, other than by redemption or conversion, the authorized number of shares of the Series A Preferred Stock;

(iii) creating (by reclassification or otherwise) a new class or series of shares of capital stock of the Corporation having rights, preferences or privileges on parity with or senior to the Series A Preferred Stock;

(iv) granting or issuing any debt securities, equity securities or Convertible Securities (as defined in Section 5 of Article IV(A)) of the Corporation;

(v) permitting the payment or declaration of any dividend (other than the payment or declaration of dividends expressly authorized herein); or

(vi) redeeming any shares of Preferred Stock, Common Stock or Convertible Securities of the Corporation except as otherwise permitted by the terms of the Option Plan (as defined in Section 5 of Article IV(A)) or the Stockholders' Agreement (as defined in Section 5 of Article IV(A)).

5. **Definitions**. For purposes of this Amended and Restated Certificate of Incorporation, the following terms shall have the respective meanings contained below:

"Certificate of Incorporation" means this Amended and Restated Certificate of Incorporation, as may be amended, restated or otherwise modified from time to time.

"Convertible Security" means a security convertible into or exchangeable for Common Stock.

"Fair Market Value" means the fair market value of any securities or property as determined by the Corporation's Board of Directors.

"Liquidity Event" means (a) a sale or transfer of all or substantially all of the assets of the Corporation in any transaction or series of related transactions (other than sales of assets in the ordinary course of business), (b) any merger, consolidation or reorganization to which the Corporation is a party, except for any merger, consolidation or reorganization which, after giving effect thereto, results in the holders of the Corporation's outstanding capital stock (on a fully-diluted basis) immediately prior to the merger, consolidation or reorganization owning, directly or indirectly, immediately following the merger, consolidation or reorganization, capital stock holding a majority of the voting power of the Corporation, (c) any sale or series of sales of shares of the Corporation's capital stock by the holders thereof which results in any Person or group of affiliated Persons (other than the owners of the Corporation's capital stock as of the date and after giving effect to the transactions contemplated by the Subscription Agreements) owning capital stock holding a majority of the voting power of the Corporation, (d) a Public Offering, or (e) any liquidation, dissolution or winding up of the Corporation.

"Option Plan" means an option plan adopted by the Board of Directors of the Corporation and/or the Preferred Stock Majority.

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Preferred Stock Majority" means the holders of a majority of the issued and outstanding Series A Preferred Stock, and which, so long as WC Strategic Opportunity, L.P., a Delaware limited partnership ("Wynnchurch") or any of its affiliates owns any shares of Series A Preferred Stock, shall always be required to include Wynnchurch.

"Public Offering" means a public offering and sale of the Common Stock pursuant to an effective registration statement under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Stockholders' Agreement" means that certain Stockholders' Agreement dated as of December 12, 2018, by and between the Corporation and certain other parties named therein, as may be amended, restated or otherwise modified from time to time.

"Subscription Agreements" means that certain Subscription Agreement dated as of December 12, 2018, by and between the Corporation and Wynnchurch, as amended, restated or otherwise modified from time to time, that certain Subscription Agreement dated as of December 12, 2018, by and between the Corporation and THL Credit, Inc., a Delaware corporation, as amended, restated or otherwise modified from time to time, that certain Subscription Agreement dated as of December 12, 2018, by and between the Corporation and THL Credit Greenway Fund II LLC, a Delaware limited liability company, as amended, restated or otherwise modified from time to time, that certain Subscription Agreement dated as of December 12, 2018, by and between the Corporation and United Insurance Company of America, an Illinois corporation, as amended, restated or otherwise modified from time to time, that certain Subscription Agreement dated as of December 12, 2018, by and between the Corporation and The Entrust Group Inc. FBO Robert G. Goldstein IRA #7230007069, as amended, restated or otherwise modified from time to time, and that certain Subscription Agreement dated as of December 12, 2018, by and between the Corporation and The Entrust Group Inc. FBO Christina Marie Rashid IRA #7230007045, as amended, restated or otherwise modified from time to time.

Wherever from the context it appears appropriate, each capitalized term stated in either the singular or plural shall include either the singular or pluralized meaning thereof or both, as applicable.

6. **Amendment and Waiver**. No amendment, modification or waiver will be binding or effective with respect to any provision of this Article IV without the prior affirmative vote, or written consent in lieu thereof, of the Preferred Stock Majority.

B. **Common Stock**.

1. **Designation**. One Hundred Fifty-Eight Thousand Six Hundred Fifty (158,650) of the authorized shares of Common Stock, par value $0.01 per share, shall be designated "Class A Common Stock" (and are referred to herein as the "Class A Common Stock"). One Thousand (1,000) of the authorized shares of Common Stock, par value $0.01 per share, shall be designated "Class B Non-Voting Common Stock" (and are referred to herein as the "Class B Common Stock").

2. **Voting Rights**.

(a) Each holder of record of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock standing in such holder's name on the books of the Corporation. The number of authorized shares of Class A Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding plus the number of shares required to be reserved for issuance upon conversion of all of the then outstanding securities of the Corporation convertible into shares of Class A Common Stock) by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL, as amended.

(b) The Class B Common Stock shall be non-voting and, except as otherwise required by the DGCL, no holder of record of any shares of the Class B Common Stock shall be entitled to vote on any matter.

3. **Dividends**. Subject to provisions of law and of this Certificate of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Corporation's Board of Directors may determine in its sole discretion.

4. **Liquidation**. Upon the occurrence of a Liquidity Event, the assets of the Corporation shall be distributed as provided in Section 3 of Article IV(A).

ARTICLE V.

The number of directors of the Corporation shall be fixed from time to time by the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws so provide.

ARTICLE VI.

In furtherance and not in limitation of the powers conferred by statute, the Corporation's Board of Directors is expressly authorized to adopt, amend, alter or repeal the By-Laws of the Corporation.

ARTICLE VII.

The Corporation shall indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, against liabilities and expenses reasonably incurred or paid by such person in connection with such action, suit or proceeding. The Corporation may indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liabilities and expenses reasonably incurred or paid by such person in connection with such action, suit or proceeding. The words "liabilities" and "expenses" shall include, without limitation, liabilities, losses, damages, judgments, fines, penalties, amounts paid in settlement, expenses, attorneys' fees and costs. The indemnification and advancement of expenses provided by or granted pursuant to this Article VII shall not be deemed exclusive of any other rights to which any person indemnified or being advanced expenses may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be such director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Corporation may purchase and maintain insurance on behalf of any person referred to in the preceding paragraph against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VII or otherwise.

Certain indemnified parties may have certain rights to indemnification, advancement of expenses and/or insurance provided by their respective employers, partnerships, and/or affiliates (collectively, the "Secondary Indemnitors"). The Corporation (i) is the indemnitor of first resort (i.e., its obligations to any person hereunder are primary and any obligation of the Secondary Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the indemnified party are secondary); (ii) shall be required to advance the full amount of expenses incurred by the indemnified party and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Certificate of Incorporation (or any other agreement between the Corporation and the indemnified party), without regard to any rights the indemnified party may have against the Secondary Indemnitors; and (iii) irrevocably waives, relinquishes and releases the Secondary Indemnitors from any and all claims against the Secondary Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. No advancement or payment by the Secondary Indemnitors on behalf of an indemnified party with respect to any claim for which an indemnified party has sought indemnification from the Corporation shall affect the foregoing and the Secondary Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the

rights of recovery of the indemnified party against the Corporation. The Secondary Indemnitors are express third party beneficiaries of this Article VII. At the request of any indemnified party, the Corporation shall acknowledge its obligations under this Article VII to any Secondary Indemnitors.

For purposes of this Article VII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

For purposes of this Article VII, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the Corporation.

No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not taken or made in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Corporation shall not be obligated to indemnify any director pursuant to this Article VII in the event that such director is liable to the Corporation pursuant to clauses (i) through (iv) in the preceding sentence.

The provisions of this Article VII shall be deemed to be a contract between the Corporation and each director or officer who serves in any such capacity at any time while this Article VII and the relevant provisions of the DGCL or other applicable law, if any, are in effect, and any repeal or modification of any such law or of this Article VII shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

ARTICLE VIII.

Subject to certain contractual agreements among the Corporation and certain of its stockholders, no holder of any of the shares of the Corporation shall, as such holder, have any right to purchase or subscribe for any shares of any class which the Corporation may issue or sell, whether or not such shares are exchangeable for any shares of the Corporation of any other class or classes, and whether such shares are issued out of the number of shares authorized by the Certificate of Incorporation of the Corporation as originally filed, or by any amendment thereof, or out of shares of the Corporation acquired by it after the issue thereof; nor shall any holder of any of the shares of the Corporation, as such holder, have any right to purchase or subscribe for any obligations which the Corporation may issue or sell that shall be convertible into, or exchangeable for, any shares of the Corporation of any class or classes, or to which shall be attached or shall appertain to any warrants or other instrument or instruments that shall confer upon the holder thereof the right to subscribe for, or purchase from the Corporation, any shares of any class or classes.

ARTICLE IX.

A. The Corporation shall keep at its principal office a register for the registration of Preferred Stock and Common Stock. Upon the surrender of any certificate representing Preferred Stock or Common Stock at such place, the Corporation shall, at the written request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Preferred Stock or Common Stock represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number and type of shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. Each such transfer shall be subject to the holder's compliance with all applicable federal and state securities laws, and with the Stockholders' Agreement.

B. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock or Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

C. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such stockholder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such stockholder).

D. Subject to Section 4(b) and Section 6 of Article IV(A), the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE X.

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Series A Preferred Stock or any partner, member, director, shareholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, the "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Amended and Restated Certificate of Incorporation of WCSO Holdings Corporation

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Duncan Bourne, its Vice President, this 12th day of December, 2018. This Amended and Restated Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors in accordance with the applicable provisions of Sections 141, 241 and 245 of the General Corporation Law of the State of Delaware, as amended.

Duncan Bourne, Vice President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "WCSO HOLDINGS CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF JUNE, A.D. 2018, AT 1:14 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

6947454 8100
SR# 20185341924

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202950814
Date: 06-25-18

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:14 PM 06/25/2018
FILED 01:14 PM 06/25/2018
SR 20185341924 - File Number 6947454

STATE OF DELAWARE

CERTIFICATE OF INCORPORATION

OF

WCSO HOLDINGS CORPORATION

FIRST. The name of the corporation is WCSO Holdings Corporation (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is to be located at 251 Little Falls Drive, in the City of Wilmington, 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD. The nature of business to be conducted or promoted and the purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as amended (the "Delaware Code").

FOURTH. The total number of shares of stock which the Corporation shall have authority to issue is One Thousand (1,000), $0.01 par value per share, all of which shall be common stock.

FIFTH. The name and mailing address of the incorporator is as follows:

Benjamin O. Williams, Esq.
Vedder Price P.C.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601

SIXTH. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

SEVENTH. The Corporation shall indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the Corporation against liabilities and expenses reasonably incurred or paid by such person in connection with such action, suit or proceeding. The Corporation may indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liabilities and expenses reasonably incurred or paid by such person in connection with such

action, suit or proceeding. The words "liabilities" and "expenses" shall include, without limitation: liabilities, losses, damages, judgments, fines, penalties, amounts paid in settlement, expenses, attorneys' fees and costs. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which any person indemnified or being advanced expenses may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be such director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Corporation may purchase and maintain insurance on behalf of any person referred to in the preceding paragraph against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or otherwise.

For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

The provisions of this Article shall be deemed to be a contract between the Corporation and each director or officer who serves in any such capacity at any time while this Article and the relevant provisions of the Delaware Code or other applicable law, if any, are in effect, and any repeal or modification of any such law or of this Article shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the Corporation.

EIGHTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter

prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

NINTH. No director will be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except as provided for in Section 102(b)(7) of the Delaware Code as now in force or as afterwards amended. Any repeal or modification of this Article NINTH shall not adversely affect any right or protection of a director of the Corporation existing at the time of the repeal or modification.

The undersigned incorporator, for the purpose of forming a corporation pursuant to the Delaware Code, has signed this Certificate this 25th day of June, 2018.

/s/ Benjamin O. Williams
Benjamin O. Williams, Incorporator

Form **SS-4** (Rev. December 2017) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0003

EIN

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested
WCSQ Holdings Corporation

2 Trade name of business (if different from name on line 1)
N/A

3 Executor, administrator, trustee, "care of" name
N/A

4a Mailing address (room, apt., suite no. and street, or P.O. box)
6250 North River Road, Suite 10-100

5a Street address (if different) (Do not enter a P.O. box.)
Same as 4a

4b City, state, and ZIP code (if foreign, see instructions)
Rosemont, IL 60018

5b City, state, and ZIP code (if foreign, see instructions)
Same as 4b

6 County and state where principal business is located
Cook County, Illinois

7a Name of responsible party
WC Strategic Opportunity L.P

7b SSN, ITIN, or EIN

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☐ Yes ☑ No

8b If 8a is "Yes," enter the number of LLC members ▶

8c If 8a is "Yes," was the LLC organized in the United States? ☐ Yes ☐ No

9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.
☐ Sole proprietor (SSN)
☐ Partnership
☑ Corporation (enter form number to be filed) ▶
☐ Personal service corporation
☐ Church or church-controlled organization
☐ Other nonprofit organization (specify) ▶
☐ Other (specify) ▶
☐ Estate (SSN of decedent)
☐ Plan administrator (TIN)
☐ Trust (TIN of grantor)
☐ Military/National Guard ☐ State/local government
☐ Farmers' cooperative ☐ Federal government
☐ REMIC ☐ Indian tribal governmental/enterprise
Group Exemption Number (GEN) if any ▶

9b If a corporation, name the state or foreign country (if applicable) where incorporated
State: Delaware
Foreign country: N/A

10 Reason for applying (check only one box).
☑ Started new business (specify type) ▶
☐ Hired employees (Check the box and see line 13.)
☐ Compliance with IRS withholding regulations
☐ Other (specify) ▶
☐ Banking purpose (specify purpose) ▶
☐ Changed type of organization (specify new type) ▶
☐ Purchased going business
☐ Created a trust (specify type) ▶
☐ Created a pension plan (specify type) ▶

11 Date business started or acquired (month, day, year). See instructions.
June 25, 2018

12 Closing month of accounting year: December

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other
0	0	0

14 If you expect your employment tax liability to be $1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be $1,000 or less if you expect to pay $4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. ☐

15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶

16 Check one box that best describes the principal activity of your business.
☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Wholesale-agent/broker
☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Accommodation & food service ☐ Wholesale-other ☐ Retail
☑ Other (specify) ▶ Holding company

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.
Holding company

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☑ No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name: Stephanie Michaels, c/o Vedder Price P.C.
Designee's telephone number (include area code)
Address and ZIP code: 222 N. LaSalle Street, Suite 2400, Chicago, IL 60601
Designee's fax number (include area code)

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ Duncan Bourne, Vice President
Applicant's telephone number (include area code)

Signature ▶ Duncan Bourne Date ▶ 07/03/2018
Applicant's fax number (include area code)

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 16055N Form SS-4 (Rev. 12-2017)

0 2359 90266 7/9/18

JUL 06 2018

EIN

WCSO HOLDINGS CORPORATION

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

October 23, 2018

The undersigned, being all the members of the Board of Directors (the "Board") of WCSO Holding Corporation, a Delaware corporation (the "Corporation"), hereby consent and agree, in lieu of a meeting of the Board, to the adoption of the following resolutions:

With respect to the election of officers of the Corporation:

RESOLVED, that the following person is hereby elected to the office set opposite his name, to serve for the term provided in the Bylaws:

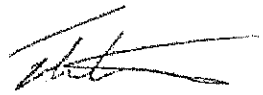
Name	Office
Roy Sroka	Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO FOLLOW]

This written consent is made pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, as amended, shall be effective as of the date hereof, shall have the same force and effect as a vote of the Board at a duly called meeting and shall be filed with the minutes of the Board in the Corporation's minute book. A facsimile or electronic-mail copy of a signature page hereto shall be deemed an original for all purposes. This written consent may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

Dated as of the date first written above.

BOARD:



John Hatherly

Duncan Bourne

Neel Mayenkar

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Dated as of the date first written above.

BOARD:

John Hatherly

Duncan Bourne

Neel Mayenkar

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

No image found for this file, click here to upload an image.

File #: 19-001039

74 MAIN STREET Medway MA 02053
NEW ENGLAND AUTHENTIC EATS, LLC
d/b/a PAPA GINO'S

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
- File

ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- License
- Route

REPORTS:
- Custom
- Detail
- Summary

View Review: License Application Review

Department:	Police	**Start Date:**	03/05/2020
Activity Type:	License Application Review	**Due Date:**	03/09/2020
Assign To:	Allen Tingley		
License #:	ALC20-000001 NEW ENGLAND AL	**Completion Date:**	03/10/2020
Created On:	03/05/2020 by Liz Langley	**Status:**	Approved with comment
		Hours:	0.0
		Billable:	

Comments: I would approve of the issuing of this beer and wine license to Papa Ginos as long as the applicant follows the guidelines contained in the Town of Medway's alcohol policy for the serving of beer and wine at the restaurant.

Review Comments

#	Comments

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

No image found for this file, click here to upload an image.

File #: 19-001039
74 MAIN STREET Medway MA 02053
NEW ENGLAND AUTHENTIC EATS, LLC
d/b/a PAPA GINO'S

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
File

ADD:
Activity
Address
Alert
Contact
Document
Email
Inspection
Letter
Note
Payment
License
Route

REPORTS:
Custom
Detail
Summary

View Review: License Application Review

Department:	Fire Department	**Start Date:**	03/05/2020
Activity Type:	License Application Review	**Due Date:**	03/09/2020
Assign To:	Natalie Lennon		
License #:	ALC20-000001 NEW ENGLAND AL	**Completion Date:**	03/06/2020
Created On:	03/05/2020 by Liz Langley	**Status:**	Approved
		Hours:	0.0
		Billable:	

Comments:

Review Comments

#	Comments

citizenserve

start new search (1-5 of 17)

19-001039	ALC20-000001	74 MAIN STREET
19-000190	ALC19-000016	74 Main Street
19-000189	ALC19-000015	175 Main Street
19-000187	ALC19-000014	104 Main Street
19-000186	ALC19-000013	67C Main Street Unit 107

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

No image found for this file, click here to upload an image.

File #: 19-001039
74 MAIN STREET Medway MA 02053
NEW ENGLAND AUTHENTIC EATS, LLC
d/b/a PAPA GINO'S

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
File

ADD:
Activity
Address
Alert
Contact
Document
Email
Inspection
Letter
Note
Payment
License
Route

REPORTS:
Custom
Detail
Summary

Edit Review: License Application Review

Department:	Board of Health	**Start Date:**	03/05/2020
Activity Type:	License Application Review	**Due Date:**	03/09/2020
Assign To:	Beth Hallal		
License #:	ALC20-000001 NEW ENGLAND AL	**Completion Date:**	
Created On:	03/05/2020 by Liz Langley	**Status:**	Approved
		Hours:	0.0
		Billable:	

Comments:

Review Comments

#	Comments

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

No image found for this file, click here to upload an image.

File #: 19-001039

74 MAIN STREET Medway MA 02053
NEW ENGLAND AUTHENTIC EATS, LLC
d/b/a PAPA GINO'S

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
File

ADD:
Activity
Address
Alert
Contact
Document
Email
Inspection
Letter
Note
Payment
License
Route

REPORTS:
Custom
Detail
Summary

View Review: License Application Review

Department:	Treasurer/Collector	**Start Date:**	03/05/2020
Activity Type:	License Application Review	**Due Date:**	03/09/2020
Assign To:	Joanne Russo		
License #:	ALC20-000001 NEW ENGLAND Al	**Completion Date:**	03/27/2020
Created On:	03/05/2020 by Liz Langley	**Status:**	Approved with comment
		Hours:	0.0
		Billable:	

Comments: Prior FY Water Bills still out standing=bankruptcy not finalized . These bills are pre-petitioned and not the new owner's responsibility.

Review Comments

#	Comments

AGENDA ITEM #2

Approval of Minutes: March 12, 2020 and March 16, 2020

Associated back up materials attached:

- *Draft Minutes of March 12, 2020 and March 16, 2020*

Board of Selectmen's Meeting
March 12, 2020 – 8:20 AM
Town Administrator's Office
155 Village Street

Present: John Foresto, Chair; Glenn Trindade, Vice Chair; Dennis Crowley, Clerk; Maryjane White, Member.

Absent: Richard D'Innocenzo, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator.

****

At 8:20 AM Selectman Foresto called the meeting to order and led the Pledge of Allegiance.

Discussion: Covid-19 State of the Town

Town Administrator Boynton updated the Board on the current status of the Town's emergency planning as a result Covid-19. He stated he has received e-mails from Town Counsel regarding Board of Health departments in other locations who have overstepped their authority regarding quarantine and isolation protocols. He stated that the Board of Health along with the Board of Selectmen must vote to shut down, for example, the Senior Center. He noted that the School Committee has full jurisdiction over the schools. He reported that the Saint Patrick's Day lunch at the Senior Center has been cancelled. He noted that both the towns of Needham and Brookline have closed their Senior Center and library stating that we are not at that point yet. He is having a department head meeting at 10:00 AM this morning to ask the department managers to create an essential employee work plan noting that payroll, public safety, and water treatment will be staffed. He reported a discussion with the Finance Committee at their meeting last evening regarding the potential cost impact related to Covid-19. He stated the potential financial impacts would be on local receipts and Norfolk County Retirement due to the trending stock market. He stated there has been a lot of planning with the department heads and Fire and Police Chiefs to date. He stated we may need an emergency Selectmen's meeting should we need to close the Senior Center. The Board suggested a Facebook live video in conjunction with the Superintendent and they also offered that a Selectman could participate if needed. Selectman Foresto suggested utilizing Medway Cable Access for this purpose. Town Administrator Boynton stated that the Town is not taking any unilateral action not sanctioned by governor's office and state department of public health but noted that, based on their changing recommendations, this may involve limiting Town Hall services. Town Administrator Boynton stated that he does not want to overload residents with too much information or any conflicting information noting he will get this information out to residents today.

At 8:40 AM, Selectman Trindade moved to adjourn. Selectman White seconded. VOTE: 4-0-0.

Respectfully submitted,
Liz Langley
Administrative Assistant
Town Administrator's Office

Board of Selectmen's Meeting
March 16, 2020 – 7:00 PM
Sanford Hall
155 Village Street

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Barbara Saint Andre, Director, Community and Economic Development; Dave D'Amico, Director, Department of Public Works (DPW); Sandy Johnston, Communications Director.

****

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

Public Comments: There were none as the meeting closed to the public due to Covid-19.

Town Administrator Boynton asked to entertain a moment of silence in memory of Retired Police Sergeant Fred Paulette.

Emergency Declaration
There Board reviewed the proposed emergency declaration.

Town Administrator Boynton requested with the Board's approval to address agenda item number 17 which is an emergency declaration. This would provide Medway with potential funds and allows for flexibility to address the Covid-19 situation.

Selectman Trindade moved that the Board declare a state of emergency in the Town of Medway and authorize the Chair to execute the declaration as presented. Selectman White seconded. Discussion: Selectman Foresto requested that this be posted on Town's website. **VOTE: 5-0-0.**

Town Administrator Boynton stated that we are in uncharted waters relative to Covid-19 and efforts are taking place to try to curb and contain the spread of this virus. Governor Baker has instituted limited access to public buildings with all public buildings closed to the public. Mr. Boynton had a department meeting regarding the rotation of staff to maintain the effectiveness of Town offices moving forward. He noted there are public hearings scheduled over the next weeks to address the Town Meeting warrant and Fiscal Year 2021 budget noting that we will be implementing ZOOM to allow us to have public hearings along with conference calls. Information Services Director Boucher created a synopsis on how to have meetings on-line and allow staff to work from home. Mr. Boynton noted there is no interruption in pay for Town staff and we will monitor potential overtime for both public works and public safety. He reported there are crews in place to maintain the water system. There are some projects which are continuing with the directive to maintaining social distancing. He reported that we will not be issuing any new building permits, will be trying to maintain a safe distance on inspections, and the Fire Department is trying to maintain a process for smoke and carbon monoxide detector inspections as long as no one in the home is at risk. He stated that we will continue to work on large projects, specifically the DPW garage and Salmon project. The Building Department is staffed on a skeleton crew and anyone who has any concerns can call that department. The Police Department is scaling back on new license to carry permits noting that renewals can be completed on-line. Certain

domestic violence issues still will need to allow people in the building. Any permitting should be done on-line via the Town of Medway website. We have asked for relief on our permits that have specific timelines from the legislature. Administration is working with the legislature for those towns that immediately have elections and upcoming town meetings. Mr. Boynton reported that the Senior Center is closed but have staffed mission critical areas. He reported that all transportation managed by the Senior Center is shut down noting any seniors in need should reach out to the Senior Center. Mr. Boynton directed residents to the Town website for updates. He stated he is thankful to those residents who want to reach out to assist others but stated that no one should put themselves or others at risk. The best action is to maintain social distancing to minimize the spread of the virus. He further stated that we do not want to instill panic and want to maintain calm reminding all to follow the lead from the medical and health professionals. Selectman Crowley thanked for Mr. Boynton for the informational videos to the residents. He asked for the process to access the Town's stabilization reserves. Mr. Boynton stated that this can only be done via Town Meeting noting that the administration is putting options together for potential deficit funding. He reported that one of the options is to access the $100,000 in the local reserve fund proposing this be used for the School for immediate needs. He stated that $100,000 may be available in the snow and ice budget noting these options would require a vote by the Finance Committee and Board of Selectmen. He noted the largest cost factor for overtime would occur in public works, public safety, and for sanitization efforts. Selectman Foresto asked about the status of the recycling center. Mr. Boynton stated it is scheduled to stay open at this time and any change would result from State or Federal government directives. He noted that due to the need to maintain social distancing, staff may not be able to assist residents as much as they have in the past. He stated there was a question regarding waiving yellow bags fees noting this will not occur. Selectman Foresto noted that many have nomination papers out which are due March 31st and asked if there are any changes anticipated for this. Mr. Boynton has not seen anything on this topic. Selectman White stated these can be placed in the lock box outside the front of Town Hall. Selectman Crowley asked if can we change the election date. Mr. Boynton stated no as this is set by the Town Charter noting that Town Meeting has to be held before June 30th. The Selectmen can change the date of Town Meeting to a date later than the date set by Town Charter, but the date cannot be moved beyond June 30th.

<u>Approval of Minutes</u>

The Board reviewed the draft minutes of March 2 and 7, 2020.

Selectman Trindade moved that the Board approve the minutes of March 2, 2020. Selectman White seconded. No Discussion. VOTE: 5-0-0.

Selectman Trindade moved that the Board approve the minutes of March 7, 2020. Selectman White seconded. No Discussion. VOTE: 4-0-1. (D'Innocenzo abstained as he was not present at the meeting.)

<u>Approval: Resale Agreement for 7-5 Kingson Lane</u>

The Board reviewed the (1) resale agreement, and (2) e-mail dated September 25, 2019 from Lee Smith, KP Law.

Ms. Saint Andre stated this is one of the affordable units subject to a deed rider requiring certain income limits and the owner cannot refinance without first receiving approval from the monitoring agency of that particular affordable unit. There was a second mortgage on this unit which was not approved by the Citizens' Housing & Planning Association (CHAPA), the monitoring agency for this unit. The owner was not able to make payments, the bank foreclosed, and the bank agreed it will resell this as an

affordable unit. This is the agreement from the bank stating it will resell this as an affordable unit with a deed rider. This has been approved by Town Counsel.

Selectman Trindade moved that the Board authorize the chair to execute the resale agreement for 7-5 Kingson Lane as presented. Selectman D'Innocenzo seconded. Discussion: Selectman Trindade asked if this is fraud. Selectman Crowley stated the Attorney General has been involved in this. Selectman Crowley stated that he was not is not willing to vote on the agreement as it was not in the hard copy of the packet. This will be moved to the next Selectmen's meeting agenda.

Authorization to Spend Donation Funds: Donation from Ayco Charitable Foundation for Cultural Council Use - $2,000

The Board reviewed the notice of donation form.

Selectman Trindade moved that the Board accept and authorize the expenditure of the donation from the Ayco Charitable Foundation in the amount of $2,000 for use by the Medway Cultural Council as presented. Selectman White seconded. No Discussion. VOTE: 5-0-0.

Approval: 2020 Housing Choice Designation Application

The Board reviewed the 2020 Housing Choice Designation Application.

Selectman Trindade moved that the Board authorize the chair to execute the 2020 Housing Choice Designation Application as presented. Selectman White seconded. Discussion: Ms. Saint Andre stated the state Department of Housing and Community Development (DHCD) has a program called Housing Choice to encourage additional affordable housing and if a certain threshold is reached, you can apply for certain grants. This designation must be renewed every two years. This is the new application to renew the Town's status. She reminded all that we received a $40,000 grant through this program. She reviewed the specific data elements required to be reported including the number of building permits in past five years, noting that because we did not make it to the five percent, we needed to report other data elements. She stated we should receive approval if this is sent to DHCD. **VOTE: 4-1-0. (Crowley opposed.)**

Approval: Contract Amendment Number 5 – Compass Project Management - $16,252

The Board reviewed the contract amendment number 5 from Compass Project Management.

Town Administrator Boynton stated the additional $16,000 are for soils, compact testing, and roof inspection which was not part of original specification. He noted the document listing the change orders to date.

Selectman Trindade moved that the Board authorize the chair to execute contract amendment number 5 with Compass Project Management in the amount of $16,252 as presented. Selectman White seconded. Selectman Crowley noted that the final page reflecting the changes in unit pricing do not add up to this change order. This agenda item will be moved to the April 6th Selectmen's meeting. Selectman Crowley requested the status of contingency funds.

Approval: Contract with Cassidy Corporation for Asphalt Paving and Patching – Not to Exceed $100,000 Annually

The Board reviewed the (1) memo dated March 16, 2019 from Dave D'Amico, (2) bid summary, and (3) contract.

Selectman Trindade moved that the Board authorize the chair to execute the contract with Cassidy Corporation for asphalt paving and patching in an amount not to exceed $100,000 annually as presented. Selectman D'Innocenzo seconded. Discussion: Mr. D'Amico explained that he had been using a general contractor to do small drainage work and excavating but he was not happy with their paving. Therefore, he went out to bid separately for the spot paving and sidewalk repair noting this vendor had very good references. He further stated that there is an individual release so if he is not happy with the first job we can release them. Selectman Trindade asked if the asphalt is tested. Town Administrator Boynton confirmed. **VOTE: 5-0-0.**

Approval: Contract with Bannon Paving, LLC for Paving Lovering Heights Sidewalks - $76,725

The Board reviewed the (1) memo dated March 16, 2019 from Dave D'Amico, (2) bid summary, and (3) contract.

Selectman Trindade moved that the Board authorize the chair to execute the contract with Bannon Paving, LLC for paving of the Lovering Heights sidewalks in the amount of $76,725 as presented. Selectman White seconded. Discussion: Selectman Trindade asked if we are ripping out the concrete and putting down asphalt on both sides. This was confirmed. Selectman Crowley noted that all trees are coming down. Mr. Boynton stated we are replacing them with other trees that will not damage the sidewalks. This is being funded by a state earmark that Senator Spilka and Representatives Murray and Roy obtained for the Town in the amount of $135,000. This is part one of the project. Selectman Crowley asked if the concrete from the sidewalks up to their doors is also being done. Mr. D'Amico confirmed noting they will also be replacing the railing. Selectman Crowley asked when this project will occur. Mr. D'Amico stated as soon as possible as the funding must be spent by June 30th. **VOTE: 5-0-0.**

Approval: Contract with Clean Harbors for Household Hazardous Waste Day – Not to Exceed $13,000

The Board reviewed the (1) memo dated March 16, 2020 from Dave D'Amico, and (2) contract.

Selectman Trindade moved that the Board authorize the chair to execute the contract with Clean Harbors for Household Hazardous Waste Day in an amount not to exceed $13,000 as presented. Selectman D'Innocenzo seconded. Discussion: Selectman Trindade asked what happens if we are at the maximum amount but still have more people in line. Mr. D'Amico said that we continue to receive items and he would have to come before the Board with a change order. He stated since we are adding a second day, he is hoping the volume will be smaller. He stated that he is waiting to confirm that Clean Harbors is renewed as a State contractor before scheduling the second date. Selectman Crowley requested that we publicize this. Mr. D'Amico stated this is already on the Town website. Ms. Johnston stated she has already sent this information out via social media. **VOTE: 5-0-0.**

Discussion: May 11, 2020 Annual Town Meeting Warrant - Planning Board and Zoning Articles)

The Board reviewed May 11, 2020 Annual Town Meeting Warrant Planning and Zoning Articles.

Town Administrator Boynton stated that the Planning and Economic Development Board (PEDB) would like to postpone their warrant articles as we are not confident that all of the public hearings can be scheduled, that there will be quorums at committee meetings and Town meeting, and that the warrant would still be valid. The PEDB would like postpone their warrant articles until Fall Town Meeting as long as the Board agrees. Selectman Trindade voiced his concern regarding Article #26 with potentially adding additional car dealerships in the central district. He believes it is a small possibility. Mr. Boynton agreed that is a small risk noting that another option is to have a Special Town Meeting for the zoning articles. Selectman Crowley asked what Selectman Trindade's specific concern is. Selectman Trindade stated he does not want a car dealership of any kind in that area. There was further discussion on the

allowable uses of this area, the potential for other dealerships to apply for a permit if this is pushed to the Fall Town Meeting, and whether to include just this article and move all of the rest. Selectman Crowley asked why we must decide tonight. Mr. Boynton stated that we must finalize the warrant and decide on the inclusion of these as there is a public hearing scheduled for next week.

Selectman Trindade moved to open the May 11, 2020 Annual Town Meeting warrant. Selectman White seconded. VOTE: 5-0-0.

Selectman White moved that the Board vote to remove the zoning articles from the May 11, 2020 Annual Town Meeting warrant. Selectman Crowley seconded. VOTE: 5-0-0.

Town Administrator Boynton noted that we are going to include the general by-law amendments. Ms. Sainte Andre clarified the two that will move forward include the land disturbance and storm-water articles.

Selectman Trindade moved to close the May 11, 2020 Annual Town Meeting warrant. Selectman D'Innocenzo seconded. VOTE: 5-0-0.

Approval: Change in Health Insurance Vendor to Harvard Pilgrim Health Care (HPHC)

The Board reviewed the rate contract.

Town Administrator Boynton stated it took a while to obtain a quote from Tufts which came in at a 14% renewal rate even with good recent claim experience. He noted that Medway had HPHC prior to Tufts. HPHC came in at 9% with the HMO higher but the senior plans lower so the overall increase is 9%. The Insurance Advisory Committee (IAC) supported this vendor change. The only plan change will be from a two rate to a three rate structure, based on a vote of teachers' union. We need authorization from the Board to approve the vendor change and authorization for the Town Administrator to execute the related documents.

Selectman Trindade moved that the Board approve the change in the health insurance vendor to Harvard Pilgrim Health Care and to authorize the Town Administrator to execute the necessary documents. Selectman D'Innocenzo seconded. Discussion: Selectman Crowley asked if there is documentation that the this was approved by the IAC. Mr. Boynton confirmed. **VOTE: 5-0-0.**

Discussion/Vote: Junk, Old Metals or Second Hand Articles for Purchase, Sale or Barter License - License Fee

The Board reviewed the (1) spreadsheet of neighboring town's license fees, (2) application, and (3) submittal requirements.

Town Administrator Boynton stated we have someone interested in reselling items he purchased from storage units. Selectman Foresto noted that the cost should reflect how long the effort was to put this in place.

Selectman Trindade moved that the Board approve a license fee for a Junk, Old Metals or Second Hand Articles for Purchase, Sale or Barter License in the amount of $100. Selectman D'Innocenzo seconded. Discussion: Selectman Crowley asked about e-Bay and yard sales and why these do not fall under this license. It was noted that any business that sells second hand items falls under this but the Board has not regulated this to date. This specific person requires a license from the Town before Medway Plaza will agree to execute the lease. **VOTE: 5-0-0.**

Consideration of Public Event Permit: Medway Youth Baseball Parade – 4/26/2020

The Board reviewed the (1) public event application, and (2) Police Chief's recommendations.

Selectman Trindade moved that the Board approve the public event application as presented subject to the Police Chief's recommendations and proof of appropriate insurance coverage. Selectman D'Innocenzo seconded. No Discussion. VOTE: 5-0-0.

One-day Liquor License Applications

The Board reviewed the Police Chief's recommendations for Colleen Cantin and Shanleigh Reardon.

Selectman Trindade moved that the Board approve the one-day liquor licenses as presented subject to the Police Chief's recommendation and proof of appropriate insurance coverage. Selectman White seconded. No Discussion. VOTE: 5-0-0.

Action Items from Previous Meeting

The Board reviewed the Action Items dated March 2, 2020.

DPS Facility Building Project: Town Administrator Boynton stated he does not have a scheduled meeting with Mr. Willwerth and the meeting with all has been moved to Friday, April 22nd. He does plan to meet with him ahead of that date.

Updated Road and Sidewalk plan: Town Administrator Boynton noted to change this update to March 2021.

Selectmen's Reports

There were no items for the Board to review.

Selectman Crowley gave a shout out to the girls' basketball team who lost with seconds to go and to the Medway Cheerleaders who came in first. He reminded all that the water and sewer rates discussion is scheduled for the April 6th Selectmen's meeting and he is still waiting on the cost to the Town of a single trash bag.

Selectman Foresto recommended canceling Clean Sweep scheduled for April 4th as there is typically significant involvement with the schools. He stated the Lions are still committed to the shredding at the Middle School and he will leave it up to the Lions if they will still move forward.

At 8:26 PM, Selectman Trindade moved to adjourn. Selectman D'Innnocenzo seconded. VOTE: 5-0-0.

Respectfully submitted,
Liz Langley
Administrative Assistant
Town Administrator's Office

AGENDA ITEM #3

Discussion/Vote: Acceptance of the Deed Restriction for Conservation Parcel and Parcel M Access Easement at Timber Crest Estates

Associated back up materials attached:

- *Memo dated 3/30/20 from Bridget Graziano*
- *Deed Restriction*
- *Easement*

Proposed Motions:

I move that the Board approve and accept the Timber Crest Estates deed restriction and access easement as presented.

TOWN OF MEDWAY
Conservation Commission
155 Village Street
Medway, Massachusetts 02053

David Travalini, Chair
Ken McKay
Brian Snow
Dayna Gill
Marge Queenan
David Blackwell
Scott Saluvcci
Bridget Graziano, Agent

MEMORANDUM

To: **Michael Boynton**
Board of Selectmen

From: **Bridget R. Graziano**

Subject: **Timber Crest Estates – Deed Restriction and Access Easement**

Date: **March 30, 2020**

Attached is the final version of a proposed Deed Restriction and Access Easement for a parcel within the project known as Timber Crest Estates. The Deed Restriction is proposed to be held by the Medway Conservation Commission for wetland, wildlife and open space protection. The Medway Conservation Commission is asking for the Board of Selectmen (BOS) to support the protection of Medway's valuable resources and grant acceptance of the Deed Restriction. Additionally, in order to allow public access to the Deed Restricted parcel, the applicant is granting an Access Easement which also requires acceptance by the BOS. Maps of the parcel Attachment A.

Background

In September of 2017, the Applicant (owner) submitted a proposal for the project known as Timber Crest Estates to the Medway Conservation Commission. During the year and a half long hearing process, it was determined that the two certified vernal pools #1540 and #7839 would be impacted by the amount of development proposed around the pools. Therefore, the applicant and Commission reached an agreement to put a Conservation Restriction on a parcel of land where the Certified Vernal Pools resided, this will include the proposed wetlands replication area for the alteration of wetlands resources for this project. However, the applicant did not want to wait to have the Conservation Restriction approved by the State prior to the commencement of work. Therefore, Medway's Town Counsel provided a recommendation on how to achieve the applicant's goals of not delaying construction and Commission goals for protection prior to commencement of work. This resulted in a Conditions within the issued Order of Conditions DEP #216-0914 that a Deed Restriction to be placed on the parcel until such time as a final Conservation Restriction is approved by the State. Here is the language which was accepted in the Order of Conditions which requires this process to be completed prior to the commencement of work.

28. **Conservation Restriction ("CR") requirement under Ch. 184 s.31-33.** The applicant shall submit to the Commission and/or Town Counsel for approval a draft form of a Conservation Restriction for the Lot referenced as "Conservation Restriction Parcel" on the plan titled, "Conservation Restriction Plan" by Outback Engineering, dated January 14, 2019, a recorded lot, and subsequently to the EOEEA for approval and execution prior to the commencement of work. Prior to the pre-construction

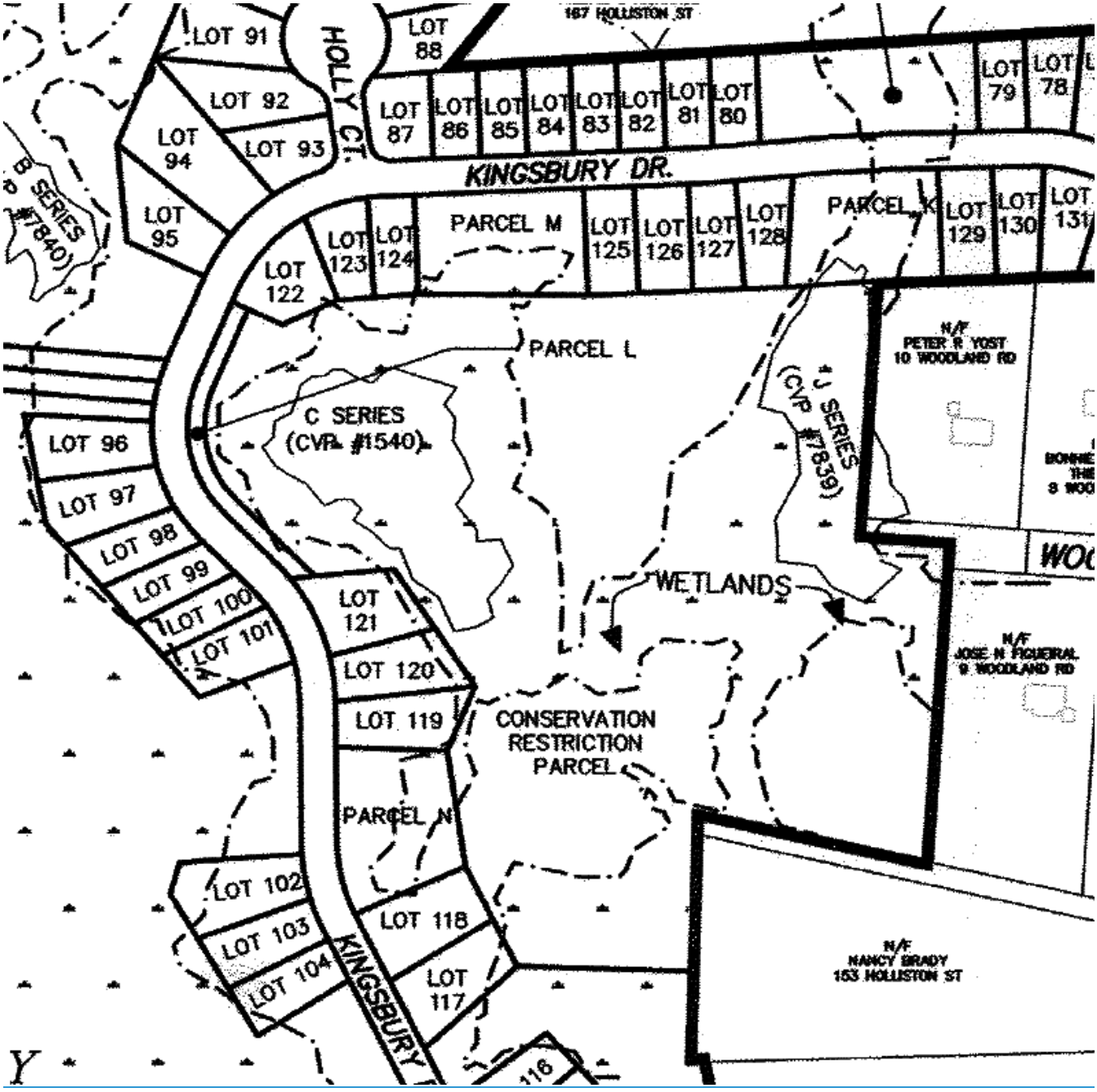
meeting and prior to the commencement of work, the Applicant must submit a Deed Restriction in a form approved by the Commission and/or Town Counsel to be recorded. Upon the recording of the Conservation Restriction referenced above, the Deed Restriction shall be removed from the Deed upon written approval by the Commission and/or Town Counsel. Additionally, stone bounds shall be installed at the corners of the Conservation Restriction Parcel at or before the time the Deed Restriction is recorded.

Additionally, due to the issue of access to the isolated conservation parcel, the applicant agreed to provide an Access Easement on parcel M, this is the second document provided to acceptance by the BOS.

The Medway Conservation Commission voted to accept the Conservation Restriction as written at the March 12, 2020 public meeting.

The Medway Conservation Commission, Medway Town Counsel (3/11/2020), and the Applicant's Attorney (Matthew Watsky) have reviewed this final version of the Deed Restriction and the Access Easement.

Attachment A



DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION (hereinafter this "Declaration") is made this _____ day of _____, 2020, by Timber Crest, LLC (the "Declarant"), a Massachusetts limited liability company, having an address of 135 Main street, Suite 5, Medway, MA 02053 (hereinafter the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain parcel of land in Medway, Massachusetts, shown as "Conservation Restriction Parcel 420,988 +/- SQ. FT. 9.66 ACRES" on a plan entitled "Timber Crest Estates & Kingsbury Village off Winthrop Street, Ohlson Circle, Holliston Street, Fairway Lane & Fern Path in Medway, Massachusetts", by Outback Engineering, dated November 28, 2019, recorded at the Norfolk Registry of Deeds in Book 688, Page 91-102 (the "Subdivision Plan"). Declarant, on behalf of itself and all successors and assigns holding any interest in the Property as hereinafter defined, (the "Declarant" or "Grantor"), grants to the Town of Medway acting by and through its Conservation Commission, pursuant to Chapter 40 Section 8C (the "Grantee"), with quitclaim covenants, for nominal consideration in perpetuity (except as set forth herein) and exclusively for conservation purposes, the following described CONSERVATION RESTRICTION, on the Conservation Restriction Parcel.

and

WHEREAS, the Conservation Restriction Parcel is a portion of a 170-acre parcel of land in Medway owned by the Declarant, which property is described in deeds recorded with the Norfolk County Registry of Deeds in Book 36615, Page 280 (the "Property"), which contains important habitat, breeding sites, and migration routes for wildlife including within the Certified Vernal Pools (CVP #1540 and CVP #7839) and the surrounding Bordering Vegetated Wetlands; and

WHEREAS, Declarant desires to protect a significant contiguous area of this habitat as an integral part of the development of the Property; and

WHEREAS, the Property is subject to the terms and provisions of an Order of Conditions issued by the Medway Conservation Commission, identified as #216-0914 and issued on March 5, 2019 (the "Order"), which permits Declarant to record this Declaration as a Deed Restriction provided that it is followed by the recording of a permanent conservation restriction in a form acceptable to the Medway Conservation Commission and approved by the Executive Office of Energy and Environmental Affairs ("EEA") under G.L. c. 184, §§31-33 (the "Approved Restriction"), whereupon the Approved Restriction shall supersede and replace this Declaration; and

WHEREAS, Declarant desires and agrees that the Conservation Restriction Parcel shall be maintained in perpetuity as habitat subject to the Prohibited Acts and Uses and Reserved Rights set forth below and subject to being extinguished upon the recording of the Approved Restriction;

NOW, THEREFORE, Declarant hereby voluntarily declares and imposes **in perpetuity** or until the recording of the Approved Restriction, upon the Conservation Restriction Parcel the following covenants, conditions and restrictions for the benefit of Declarant, its successors and assigns, and the Town of Medway (hereinafter the "Town"), and said Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

1. **Prohibited Acts and Uses.** Subject to the exceptions set forth in Section 2 below, the following acts and uses are prohibited in, on or below the Conservation Restriction Parcel:

   A. Construction or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility in, on, above or below said Conservation Restriction Parcel.

   B. Construct or placing of any dock, pier, groin or other such structures on the Conservation Restriction Parcel.

   C. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the Conservation Restriction Parcel.

   D. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance of material whatsoever or the installation of underground storage tanks.

   E. Cutting, removing or otherwise destroying trees, grasses or other vegetation or disturbance of shrubs, ground, forest floor or leaf litter.

   F. Using, parking, storing, maintaining, and operating of vehicles, snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind, except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties.

   G. Using the Conservation Restriction Parcel for business, residential, public recreational or industrial use, or for more than a *de minimis* recreation or the further subdivision of the Conservation Restriction Parcel.

   H. Activities substantially detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation.

   I. Any other use of or activity on the Conservation Restriction Parcel that would materially impair significant conservation interests thereon or impair its conservation values.

2. **Reserved Rights.** The Grantor reserves the right to conduct or permit the following activities and uses on the Conservation Restriction Parcel, but only if such uses and activities do not materially impair the conservation values or purpose of this Declaration or other significant conservation values:

A. establish, enforce, waive, alter and amend such additional rules, regulations, covenants, conditions and restrictions governing use of the Conservation Restriction Parcel as are not otherwise prohibited by this Declaration of Restriction as agreed to in writing by the Medway Conservation Commission and allowed by applicable federal, state or local law or regulation, and

B. The Grantor reserves the rights to conduct or permit the following activities in the Conservation Restriction Parcel:

1) With prior permission of the Grantee, selective cutting or pruning of trees and vegetation to maintain habitat on the Conservation Restriction Parcel, if approved in advance in writing by the Grantee;

2) Permits. With prior written notice to the Grantee, exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits, and shall be in compliance with and follow any conditions, or operating procedures, or other requirements as outlined in the Comprehensive Permit issued by the Medway Zoning Board of Appeals and the Wetlands Protection Act Order of Conditions #216-0914 issued by the Medway Conservation Commission (as may be amended from time to time). The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.

3) Invasive Species. With the prior written permission of the Grantee, the removal of invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

4) Wildlife Habitat Improvement. With the prior written permission of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species.

5) Archaeological Investigations. The performance of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

6) Wetlands Replication. With prior notification of the Grantee and following the specification and conditions set forth in the Order of Conditions DEP #216-0914, access to and alteration of this portions of the premises shown on the plans entitled, "Final Submittal Conservation Permitting Plans 'Timber Crest Estates' off Winthrop Street, Ohlson Circle, Holliston Street, Fairway Lane and Fern Path in Medway, MA" by Outback Engineering, dated November 6, 2018 and as described within document titled, "Wetlands Replication Plan" by Goddard Consulting, dated November 30, 2018, no portions of this area may be altered in any manner after a Certificate of Compliance has been granted by the Grantee under the Order of Conditions #216-0914; and

7) Trails. With prior written permission by the Grantee, and following the specifications of the Medway Conservation Commission, construction of trails in the areas approved and permitted by the Medway Conservation Commission provided that any such new trails will be no wider than six feet. With prior written notice to the Grantee, the marking, clearing and maintenance of existing footpaths.

8) Signs. With prior written notice to the Grantee and following the specifications defined in the Order of Conditions DEP #216-0914 and the Plans, the erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values.

9) Outdoor Passive Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities.

3. **Monuments and Signage.** The Declarant and the Declarant's successors and assigns shall maintain in good condition any, bounds, monuments, markers and signs shown on the CR Plan, demarcating the boundaries of the Conservation Restriction Parcel, and shall repair and or replace said monuments and signage on an as needed basis.

4. **Term - Binding Effect In Perpetuity.** Except as set forth below, this Declaration of Restriction and its provisions herein set forth shall run with the Conservation Restriction Parcel as shown on said Plan **in perpetuity** from the date of recordation in the Norfolk County Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having or claiming to have an interest in said Conservation Restriction Parcel.

This Declaration of Restriction is hereby intended and declared to be in perpetuity (except as set forth below) and no re-recordation of this Declaration of Restriction under G.L. c. 184, ss. 23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Conservation Restriction Parcel, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restriction. Notwithstanding the perpetual effect of this Restriction, the Declarant shall obtain the Approved Restriction, which, when recorded in the line of title of the Conservation Restriction Parcel, shall replace this Declaration which shall be superseded by the Approved Restriction. This Declaration shall terminate upon the recording of the Approved Restriction.

Notwithstanding anything inconsistent or to the contrary set forth above, the Town is hereby authorized to record and file any notices and/or instruments that the Town deems appropriate to assure the legal validity and enforceability in perpetuity of this Declaration of Restriction and the Declarant, on behalf of itself and its successors and assigns, hereby appoints the Town as its attorney-in-fact to jointly or severally execute, acknowledge, deliver and record any such notice or instrument on its and/or their behalf. Without limiting the forgoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the Town.

5. **Enforceability.** The Town shall have the authority and right to enforce this Declaration of Restriction and are benefitted parties.

The Town shall have the right to enter the Conservation Restriction Parcel, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the Conservation Restriction Parcel to determine compliance with this Declaration of Restriction; (ii) enforcing this Declaration of Restriction; and (iii) taking any other action which may be necessary or appropriate.

The Town shall have the right to bring proceedings at law or equity against the Declarant and any other party or parties violating or attempting to violate the terms of this Declaration of Restriction to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Conservation Restriction Parcel adversely affected to its condition prior to said violation, after providing written notice to such party or parties.

6. **Severability.** If any court or other tribunal of competent jurisdiction determines that any provision of this Declaration of Restriction is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

7. **Non-Waiver.** Any election by the Town as to the manner and timing of its right to enforce this Declaration of Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

8. **Access.** The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Declaration of Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

9. **Incorporation In to Deeds, Mortgages, Leases and Instruments of Transfer.** Declarant and Declarant's successors and assigns, including all subsequent owners of the Conservation Restriction Parcel or portions thereof, shall incorporate this Declaration of Restriction, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Conservation Restriction Parcel or any portion thereof is conveyed. Any such deed, mortgage or other interest purporting to convey any portion of the Conservation Restriction Parcel without including this Declaration of Restriction in full or be reference shall be deemed and taken to include said Declaration of Restriction in full even though said Declaration of Restriction is not expressly described or referenced therein.

10. **Recordation/Registration.** Declarant shall record and/or register this Declaration of Restriction with the appropriate Registry of Deeds and/or Land Registration Office before Declarant commences any work on the Property, as set forth more particularly in the Order.

11. **Amendment and Release.** No amendment or release of this Declaration of Restriction shall be effective unless it has been approved in writing by the Town and said amendment or release has been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

As set forth above, this Declaration shall be extinguished and have no force and effect upon the recording of an Approved Conservation Restriction.

IN WITNESS WHEREOF, _____, has caused these presents to be signed, acknowledged and delivered in its name and behalf this _____ day of _____, 2020.

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2020

On this day before me, the undersigned notary public, personally appeared(name), proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____

Notary Public

ACCEPTANCE OF GRANT OF RESTRICTION

The above Declaration of Restriction was accepted by vote of _____ on this 12th day of March, 2020 by the Medway Conservation Commission.
on this _____ day of _____, 2020 by the Medway Conservation Commission.

MEDWAY CONSERVATION COMMISSION

_____
David Travalini, Chairman

_____
David Blackwell

_____
Scott Salvucci

_____
Brian Snow

_____
Dayna Gill

_____
Ken McKay

_____
Keith Downing

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as members of the Medway Conservation Commission.

_____
Notary Public
My Commission Expires:

APPROVAL OF GRANT OF RESTRICTION

We, the undersigned, being a majority of the Board of Selectmen of the Town of Medway, hereby certify that at a public meeting duly held on _____, 2020, the Board of Selectmen voted to approve the foregoing Declaration of Restriction from Timber Crest, LLC to the Medway Conservation Commission as being in the public interest pursuant to G.L. c. 184, §32 and G.L. c. 40, §8(C).

BOARD OF SELECTMEN:

_____
John Foresto, Chairman

_____
Glenn Trindade, Vice Chairman

_____
Dennis Crowley, Clerk

_____
Richard D'Innocenzo, Member

_____
Maryjane White, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.:

On this _____ day of _____ , 2020, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Medway.

_____
Notary Public
My Commission Expires:

GRANT OF EASEMENT

TIMBER CREST, LLC, a Massachusetts limited liability company, having its principal place of business at135 Main Street, Medway, Massachusetts, grants, for consideration of less than one hundred dollars, to the **TOWN OF MEDWAY**, acting by and through its Board of Selectmen:

The perpetual right and easement over that land in Medway, Norfolk County, Massachusetts shown as "Access Easement M 1,198 SQ. FT." on plan entitled "Timber Crest Estates & Kingsbury Village off Winthrop Street, Ohlson Circle, Holliston Street, Fairway Lane, & Fern Path" in Medway, Massachusetts, by Outback Engineering, dated November 28, 2019, recorded at the Norfolk Registry of Deeds in Book 688, Page 91-102 (the "Subdivision Plan"), to access the land identified as "Conservation Restriction Parcel" on the Subdivision Plan.

For title reference, see (a) deed of Peter R. Monego et al dated January 12, 2016 and recorded with Norfolk County Registry of Deeds in Book 34358, Page 264; and (b) deed of Wickett Development Company, Inc., dated February 15, 2019 and recorded with the Norfolk County Registry of Deeds in Book 36615, Page 280.

Executed as a sealed instrument this ____ day of _____, 2020.

TIMBER CREST, LLC

By:_____
Mounir Tayara, Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared Mounir Tayara, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding of attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Timber Crest, LLC.

_____
Notary Public
My commission expires:

ACCEPTANCE OF EASEMENT

On this _____ day of _____, 2020, the Town of Medway, acting by and through its Board of Selectmen pursuant to the vote taken under Article of the 20 ____ (Annual/Special) Town Meeting on _____, a certified copy of which is attached hereto, hereby accepts the foregoing Easement from Timber Crest LLC for its stated purposes.

TOWN OF MEDWAY
By its Board of Selectmen

_____
John Foresto, Chairman

_____
Glenn Trindade, Vice Chairman

_____
Dennis Crowley, Clerk

_____
Richard D'Innocenzo, Member

_____
Maryjane White, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, member of the Medway Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Medway.

_____
Notary Public
My Commission Expires:

AGENDA ITEM #4

Approval: Contract with Environmental Partners for Owner's Project Management Services (OPM) for New Water Treatment Facility - $800,000

Associated back up materials attached.

- *Contract*

Proposed Motion:

I move that the Board authorize the chair to execute a contract with Environmental Partners for OPM services as presented.

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ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: KEY PERSONNEL

ATTACHMENT C: SCHEDULE

ATTACHMENT D: HOURLY RATES

Project description, fee and signatures

The Town of Medway (Owner) desires to construct a new Public Works Water Treatment Plant located at the site of the current DPW Populatic Street Well. Is it expected that the new facility will be built upon and around a concept plan that will provide for appropriate and sufficient treatment equipment, water vehicle storage, office, laboratory, general quarters (breakroom, locker room, bathrooms, etc.) for 8-14 staff members.

The work will be divided into Project Phases: Pre-Design, Design and Construction. This contract is to engage an Owner's Project Manager for these project services. Environmental Partners, the Owner's Project Manager will be Compensated a Not to Exceed amount of Eight Hundred Thousand Dollars ($800,000) for the Scope of Services presented in Attachment A:

1.	Basic Services/Pre-Design	$ 253,000
2.	Pilot Plant Program	$ 91,000
3.	Bid Phase	$ 35,000
4.	Construction Phase Services	$ 396,000
5.	Closeout & Evaluations	$ 25,000

No LEED or Commissioning Special Consultant services included.
Hourly Rates subject to change as of July 1.

Contractor
By its duly authorized representative

By: Paul V. Lee
President/CEO
Title:

TOWN OF MEDWAY

Board of Selectmen Chair

Funding Source:
Account: 30658032 5383

Town Accountant

Dated: 4/2/2020
Approved as to availability of funds

Town Counsel

Dated:
Approved as to form

From: Mark R. Reich <MReich@k-plaw.com>
Sent: Wednesday, April 1, 2020 11:31 AM
To: 'Helen Gordon' <htg@envpartners.com>; Peter Pelletier <ppelletier@townofmedway.org>; Michael Boynton <mboynton@townofmedway.org>; David Damico <ddamico@townofmedway.org>; Barry Smith <bsmith@townofmedway.org>
Cc: Allison Potter <apotter@townofmedway.org>; Paul C. Millett <pcm@envpartners.com>; 'Warren Hutchison' <whutchison@fmglaw.com>
Subject: RE: OPM Proposal

Attached for execution please find a clean version of the contract as cooperatively arrived at by counsel for both parties. I am very pleased with the efforts undertaken to accomplish this in a short time period in a collaborative effort.

Thank you, and please stay safe.

Mark

Mark R. Reich, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110

ARTICLE 1: DEFINITIONS

APPROVAL – a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** -- the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.

BASIC SERVICES – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Owner which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

COMMISSIONING CONSULTANT – a person or firm engaged by the Owner to provide building commissioning services, including advisory services during design and construction.

CONTRACT – this Contract, inclusive of all Attachments, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.

EXTRA SERVICES – services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents and the specifications, schematic plans and drawings.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

NOTICE to PROCEED – the written communication issued by the Owner to the Contractor authorizing him to proceed with the services specified in the construction contract and establishing the date for commencement of the contract time.

OWNER – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

OWNER'S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract, Environmental Partners performing the professional Project Management Services under this Contract.

PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair.

PROJECT BUDGET – a complete and full enumeration of all costs of the Project.

PROJECT DIRECTOR – the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, pursuant to the requirements of M.G.L. c.149 §44A½ for an "owner's project manager," and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.

2.2 The Owner's Project Manager represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.

2.3 The Owner's Project Manager shall perform its services under this Contract consistent with that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.

2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.

2.5 The Parties hereto agree that the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, Subcontractors, or the agents or employees of the Contractor, Subcontractors, the Designer, the Owner or the Commissioning Consultant.

2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall be responsible to generally oversee and monitor the performance of the Owner's
Project Manager, provided, however, that the Owner's Project Manager shall be responsible for undertaking its duties and responsibilities as specified in this Agreement. The Owner shall provide general direction and broad management coordination required to execute the Project.

3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

3.3 Upon completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

3.4 The Owner shall be responsible for requiring the Contractor and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.

3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.

3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout.

4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations as is consistent with the applicable professional standard of care.

4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor.

4.4 Intentionally Omitted.

4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the

prior written approval of the Owner, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.

4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.

5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

ARTICLE 6: TERM AND TIMELY PERFORMANCE

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project are of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the

Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer or the Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in Attachment C. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

7.1 For the performance of all services required pursuant to this Contract, as outlined in Attachment A – Scope of Services in an amount up to the Not to Exceed Fee of $800,000 based upon issuance of notices to proceed as specified in Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis. Basic Services/Pre-Design, Pilot Plant Program, Bidding and Construction Services will be billed out at a percent complete on a lump sum basis based on the assumptions outlined in the contract.

The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or qualifications if due to the sole fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the sole fault of the Owner's Project Manager.

When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

ARTICLE 8: SCOPE OF SERVICES

The Owner's Project Manager shall perform services as presented in Attachment A - Scope of Services - Article 8

ARTICLE 9: EXTRA SERVICES

9.1 General

9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.

9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.

9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment D.

9.1.4 Unless specifically prohibited elsewhere and only upon the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

9.1.5 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;

9.1.6 Assisting in the appeals process of permitting boards or commissions;

9.1.7 Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the sole fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;

9.1.8 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the sole fault of the Owner's Project Manager;

9.1.9 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;

9.1.10 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

9.1.11 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the sole fault of the Owner's Project Manager; and

9.1.12 Upon the Owner's request, the Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.

9.1.13 Upon the Owner's request, the Owner's Project Manager shall administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.

9.2.9 Upon the Owner's request, the Owner's Project Manager shall assist with the Owner's contracting of a Commissioning Consultant for the Project.

9.2.10 Providing other services requested by the Owner that are not included in the Scope of Services pursuant to this Contract.

9.2.11 Invoices for Extra Services shall be accompanied by a breakdown listing the specific tasks performed for the Extra Services..

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and its employees and agents, from all claims of the Owner's Project Manager and its Subconsultants which have accrued and are known or reasonably should be known by the Owner's Project Manager, except for those written claims submitted by the Owner's Project Manager to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment

12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner before performing any services under this Contract. Such written consent shall not in any way relieve the

Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner, the Owner's Project Manager may terminate this Contract:

(a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or

(b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.

(c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner to the Owner's Project Manager, or by the Owner's Project Manager to the Owner, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one.

ARTICLE 14: INDEMNIFICATION OF OWNER

14.1 The Owner's Project Manager shall indemnify and hold harmlessthe Owner, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's Project Manager's negligence provided that such claim, damage, loss or expense is directly or indirectly, in whole or in part, caused by or the result of the willful misconduct or negligence of the Owner's Project Manager, anyone directly or indirectly employed by it, its consultants, representatives, agents, and anyone for whose acts it may be responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification obligation does not require the Owner's Project Manager to indemnify the Owner for such claims, damages, losses or expenses where such are caused solely by parties other than the Project Manager, anyone directly or indirectly employed by the Owner's Project Manager, its consultants, representatives, agents, and anyone for whose acts the Owner's Project Manager may be responsible.

14.2 The indemnification obligation under paragraph 14.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owner's Project Manager under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14.3 The Owner's Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The forgoing language shall not be construed as a limitation of the Owner's Project Manager's liability under this Agreement or under any applicable law.

14.4 The indemnification obligations in this Article 14 are in addition to, and not in limitation of, any other rights and remedies available to the Owner, and shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything herein to the contrary, no claim against the Owner's Project Manager shall be made arising from its services on the Project beyond the date for claims set forth the in M.G.L. c. 260, § 2B.

ARTICLE 15: INSURANCE

15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner.

15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration

dates. The Owner's Project Manager shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

15.4 To the fullest extent permitted by law, termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The Owner shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, and provide the Owner with proof of the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with M.G.L. c. 152.

Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of $1,000,000 per occurrence, $2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner. The Owner shall be added as an additional insured on this policy.

15.7.2 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

a. $1,000,000 Each Person for Bodily Injury;
b. $1,000,000 Each Accident for Bodily Injury; and
c. $1,000,000 Each Accident for Property Damage.

15.7.3 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to

the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.7.4 Umbrella Coverage. The Owner's Project Manage shall maintain umbrella coverage in the amount of at least $2,000,000 per occurrence/$2,000,000 aggregate. The Owner shall be added as an additional insured on this policy.

15.8 Professional Liability

The Owner's Project Manager shall maintain and provide the Owner with proof of professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. c. 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a
limit of not less than $500,000.

In the event that the Owner terminates this Contract at or before the completion of the Pre-Design/Schematic Design Phase "without cause" as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Pre-Design/Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Pre-Design/Schematic Design Phase, for whatever reason, the Owner may amend this Article 15.8.

15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project Manager shall bear the risk of any loss of its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

ARTICLE 16: INSTRUMENTS OF SERVICE

16.1 It is understood and agreed that any use, reproduction, distribution or alteration of any instruments of service, is specifically prohibited unless authorized in writing by Owner's Project Manager. Any unauthorized use will be at the Owner's risk and full legal responsibility.

Reports, conceptual site plans and layouts prepared by Owner's Project Manager as instruments of service are and shall remain the property of Owner's Project Manager whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies of reports and plans for information and reference in connection with the Owner's use and occupancy. The plans shall not be used by the Owner on

other projects, for additions to this project, or for completion of this project by others except by agreement in writing with Owner's Project Manager. Any reuse without specific written authorization by Owner's Project Manager however will be at the sole risk of the Owner.

ARTICLE 17: MISCELLANEOUS

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in 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.

17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

17.8 Dispute Resolution: All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall submitted to a Massachusetts court having appropriate jurisdiction for adjudication.

17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

Attachment A – Scope of Services
Article 8

Phase I services include the Pre-Design, Design and Permitting assistance tasks. Tasks 8.1 through 8.3 are included in Phase 1.

Phase II services (Tasks 8.4 and 8.5) will provided after the construction funds for the project are appropriated pursuant to a written Notice to Proceed issued by the Owner.

8.1 Project Management

8.1.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.

8.1.2 *Meetings:*

The OPM will attend regular meeting with Owner to Review the project and take minutes at these meetings. Attendance is also required at all pre-bid and pre-construction meetings.

8.1.3 *Public Forums and Presentations*

At the Owner's request, the OPM will prepare for and attend administrative and/or public meetings to provide project information and inform public forums of details about the project. We have budgeted for six (6) meetings for Phase 1 of the Services.

8.2 Pre-Design/Schematic Design

8.2.1 *Pilot Plant Study*

The OPM will conduct a GreensandPlus pilot study for the removal of iron and manganese from three raw water well supplies as described in the following paragraphs.

8.2.1.1.1 Prepare and submit a Pilot Test Proposal Permit Application (BRP WS 21) to MassDEP for conducting a pilot treatability study up to five (5) the blended water from the wells. Pilot Test proposal will be based on the requirements of DEP Policy #90-04 "Pilot Study Requirements for Proposed Treatment". The proposal will describe assessment of source water quality, treatment goals, and treatment technologies to be investigated. In addition, we will coordinate and schedule a meeting with DEP to review and discuss the concept prior to submission of the proposal.

8.2.1.1.2 Conduct pilot plant study field program. The purpose of the study is to analyze the performance of GreensandPlus filters for the removal of iron and manganese and determine design operating parameters, such as filter loading rate and chemical dosing rate, for a future water treatment plant.

The OPM will coordinate all work and study participants including Environmental Partners staff, vendors, Medway personnel, and MassDEP. The OPM will hold a pre-pilot study site meeting to review hydraulics, connections, typical daily operations, and required coordination.

The Town will provide temporary utilities, such as water and electricity, and chemicals, such as sodium hypochlorite and caustic, for the pilot plant operation. The Town will also provide indoor space for the pilot study and provide assistance moving equipment during study mobilization and demobilization.

After the pilot plant is mobilized and operational, pilot system optimization will begin. This task will take approximately one week. The pilot test will consist of conducting multiple filter runs at the selected average and peak rates for the various raw water scenarios as will be presented in the Pilot Test Proposal. The total duration of pilot plant operation after optimization is based on a program not exceeding two weeks. The treatment units will be staffed 8 to 10 hours per day. Depending on filter performance, selected raw water scenarios will be run overnight.

During each filter run the following data will be collected: temperature, turbidity, flow rate, inlet/outlet pressure, and filter loading rates. In addition, the following parameters will be monitored during each filter run to operate, monitor, and record treatment performance: rate controllers (pumps, valves, and flow meters), chemical feed pacing, and pressure gauges. This data will be collected periodically during filter runs and recorded on log forms.

Water quality testing will include parameters such as temperature, turbidity, alkalinity, pH, free chlorine, iron, manganese, total organic carbon, total/fecal coliform, sanitary group, IOCs, TSS, and total PFAS.

Once the pilot study is complete, the OPM will compile, review, and analyze the data. The OPM will prepare and submit a MassDEP pilot study report (BRP WS 22 Approval of Pilot Study Report Application) for review and approval. The report will document the results, conclusions, and recommendations of the pilot study. A draft report will be provided to Medway for review prior to MassDEP submission.

8.2.2 Schematic Layout and Design Criteria

8.2.2.1 Site Survey/Wetland Flagging

Existing conditions survey will include property line survey and wetland location survey. Property line survey will include deed and plan research of locus and all abutting properties, field reconnaissance of survey points, bounds and existing monuments, running a precision field survey control traverse, office compilation of survey data and calculation of property lines.

Wetlands will be delineated by a wetland scientist and the field locations of the flagged wetland delineations will be located as part of the survey and

included in the existing conditions plan.

A topographic and detailed survey will be conducted and consists of field survey to obtain locations and elevations of significant observable site features such as structures, parking, curbing, driveways drainage, signs and utilities. Subsurface utilities will be shown based on above ground reference in conjunction with markings provided by utility companies or their representatives. Benchmarks for vertical control will be set.

Existing Conditions plan preparation will include contours based on topographic survey data and shown at a 1-foot interval. Utility information will be included based on field mark-outs by utility companies and the Town.

8.2.2.2 Geotechnical Borings

Fieldwork consisting of one (1) day of drilling, including approximately four borings up to 20 feet deep (or refusal) will be conducted. The Soil Boring Logs and a summary report of the soil conditions will be prepared. The Designer will be ultimately responsible for the design of the foundations for the proposed facility and appurtenances.

8.2.2.3 Establish Design Criteria for process equipment and the treatment design approach.

8.2.2.4 Develop a conceptual floor plan and site plan based on the pilot plant testing results, field investigations and Town's goals for the project. Present a draft floor plan and site plan to the Town for review and comment. Revise the floor plan and site plan accordingly.

8.2.3 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

8.2.3.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.

8.2.3.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.

8.2.3.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well

as the completed references to the Owner at least two weeks before the targeted Designer Selection Panel meeting.

8.2.3.4 The Owner's Project Manager shall present the project particulars and the results of the reference check to the Owner.

8.2.3.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.3.6 Experience with designing energy efficient buildings will be included in the RFQ for Designer selection. During the design phase, Environmental Partners will review and comment on the approach to energy efficiency proposed by the Designer.

8.3 Design Development

8.3.1 Review the accuracy and completeness of new design and bid documents and cost estimates as soon as they are prepared by the Designer, the Designer's consultants, and the cost estimator. Coordination among disciplines and clarity of specification and drawings with regard to separation of the various categories of work will be of utmost importance. Our review of the proposed design will include a thorough analysis of the requirements for filed sub-bidding for specific disciplines.

The accuracy and completeness of the design documents is the responsibility of the Designer. During reviews of design documents, OPM will promptly notify the Designer, cost estimator, and Owner of any problems or omissions. Provide materials, labor and help to identify and resolve coordination conflicts in the construction documents. Review construction factors relating to costs and the goals of the Owner including, but not limited to: alternative designs or materials, including geotechnical studies and soil analysis, life cycle costs, green design concepts, green technology, site use and design issues, value engineering, project phasing, accessibility compliance, and possible economies of scale opportunities.

Environmental Partners will conduct reviews at the end of the Schematic Document Design Phase (30%), Design Development Document Phase (60%) and Construction Document Phase (90%). Review will be focused on civil-site, process, mechanical, electrical and control systems. A modest review of the Architectural and Structural design is included. Review comments from the OPM on drawings and specifications will be summarized and presented to the Designer for review. The Designer will consider the comments from the OPM and modify the design plans and specifications as appropriate. Review of cost estimates include a meeting with the Designer and his cost estimator to reconcile the cost estimates.

Each review will be accompanied by a workshop as follows:

- Preliminary Design Phase (30%) Design – Attend one (1) one-day interactive workshop with Owner and Designer.

- Design Development (60%) – Attend one (1) one-day workshop to review work products with the Owner and Designer.

- Draft Design Documents 90% - Attend one (1) one- day workshop.

8.3.2 Local Officials, Utilities, and Maintenance:

Verify that the Designer coordinates with, reviews with, and incorporates appropriate input from local officials (i.e. Owner representatives, Treatment Plant staff, inspectional services, fire department, police department, utilities, etc.) as appropriate for the facility systems, safety, operation, and maintenance.

8.3.3 Construction Planning:

Identify and assist in procurement of additional design consultants if required. Identify long-lead items, including Owner provided items, and make appropriate recommendations to the Owner and the Designer for inclusion of such items of material or equipment in the Designer's specifications. Ensure that the Owner identifies such items in any notices to proceed issued to contractors. Make recommendations to the Owner and the Designer to expedite procurement of long-lead items in order to ensure delivery by the required dates. Incorporate detailed procurement data into the project schedule updated monthly.

8.3.4 Bonds and Insurance Certificates:

Environmental Partners will receive certificates of insurance and, where applicable, bonds from all parties required to provide them, such as the Designer, the Contractor, their various consultants and subcontractors, and vendors, and forward them to the Owner, and Owner Counsel. The OPM will develop and maintain a bonding and insurance log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status. Copies of such log will be provided to the Owner on a regular basis.

8.3.5 Constructability Review / Review of Contract Documents**:**

Review the project drawings and specifications. Promptly notify the Designer, and the Owner of any design problems or omissions identified in the drawings and specifications. Assist in the identification of and bring to the Designer’s attention coordination conflicts in the construction documents.

8.3.6 Special Services:

The OPM will be responsible, with the Owner's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and or provided by the Designer or Contractor (i.e., project photos, hazmat removal, existing condition surveys, and so forth).

8.3.7 Permits, Licenses, and Approvals:

The proposed scope of work for the permitting activities to be performed by the OPM related the Medway Water Treatment Plant (WTP) project is based on the understanding of the regulatory requirements known as of March 2020. Permits anticipated for this project include an Executive Office of Environmental Affairs (EOEA) Massachusetts Environmental Policy Act (MEPA) – Expanded Notification Form, MassDEP Approval to Construct a Treatment Facility (BRP WS 24) and Notice

of Intent to Medway Conservation Commission and Site Plan Review with the Medway Planning Board. The Designer will prepare and submit all permit applications to Environmental Partners and the DPW for review and comment prior to filing.

Additional design-specific permits may be required based on the final design for the facility. Permit applications anticipated to be the responsibility of the Contractor include a Stormwater General Permit under the National Pollution Discharge Elimination System (NPDES) and Building Permits from the Town of Medway. For all of these permits that are being prepared by others, OPM will participate in pre-application meetings and perform a cursory reviews of the permits prior to submission.

8.3.8 Construction Mitigation Plan:

The OPM will develop; in consultation with Owner project construction impact assessment on nearby residents, businesses, abutters and the neighborhood. Any recommendations from this assessment will be incorporated into the overall design plans and specifications as appropriate.

8.4 Construction Procurement (Bidding) Phase:

Assist the Owner in the development of procurement strategy. Prepare for the Owner's review of all bid and contract documents. Assist the Designer and Owner with the General Contractor and Sub-Contractor bid process as required by MGL Chapter 149, Sections 44A - 44M; the certification of General Contractors and Subcontractors as required by MGL Chapter 149, Section 44D; and the pre-qualification of general bidders and filed sub-bid contractors as required by MGL Chapter 149, Sections 44D 1/2 and 44D3/4. The timeliness of the presented review should allow for an appropriate time frame for the procurement process. OPM will conduct a comprehensive assessment of the specifications for accuracy with the MGL Chapter 149 Sections 44A through 44 and SRF Loan Program requirements, including those related to filed sub-bidding laws.

Bidding will include pre-qualification of general bidders and filed sub-bidders is estimated to be one hundred and forty hours. Prolonged efforts during the prequalification process will be brought to the attention of the Owner. Any protests from rejected general contractors or sub-contractors will be referred to Owner Counsel for further action.

Coordinate a pre-bid conference with the Designer. Provide a review of each addendum for the Owner prior to the receipt of all bids. In conjunction with the Designer and Procurement Officer, evaluate the qualifications of the apparent low bidders, evaluate the bids for completeness, full responsiveness and make recommendations to the Owner for the award of the contracts or rejection of the bids.

Review all construction bids for the purpose of advising the Owner as to whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, and federal wage rates as established by the Davis-Bacon Act if applicable; compliance with State and local D/M/WBE requirements; and in conformity with public building construction requirements. The OPM will inform the Owner of any bid, which does not realistically appear to contemplate either the actual payment of said prevailing wage rates to laborers to be employed on the project, or to meet mandated D/M/WBE requirements.

Assist the Owner and the Designer with bid protests, re-bidding and/or renegotiating contracts. Assist the Owner and the Designer with a pre-award conference with the successful bidder and with preparing construction contracts. Such services will be provided by amendment.

8.5 Construction Phase OPM Services

After contractor selection, the OPM shall resume the general OPM services described under Task 8.1 and carry them to completion of the project, including project close-out.

The Construction Phase OPM Services Engineering fee is based on a construction duration of thirteen (13) months. The total resident project representation hours provided is 2,240 hours, including startup and testing. If the construction period exceeds the anticipated construction period of 13 months, additional compensation for RPR and Construction OPM services will be required.

Construction phase OPM tasks will include the following.

8.5.1 Clerk of the Works:

Subject to the Awarding Authority's approval, develop a job description for and retain, supervise and manage a Clerk of the Works for daily full-time construction monitoring of all the anticipated construction. Said job description shall be consistent with the best interests of, and be approved by, the Awarding Authority. Tasks shall include keeping a daily log containing a record of weather, the contractor's work on the site, number of workers, safety status on the Project, equipment in use, work accomplished, contractor materials stored, problems encountered, verbal instructions and interpretations given to contractors, as well as scheduling and coordinating all required testing and other similar relevant tasks. The Clerk of the Works shall also monitor the storage and protection of Awarding Authority purchased materials, furniture and equipment.

8.5.2 Job Meetings:

The OPM shall attend all construction job progress meetings with the Designer, the Contractor, the Clerk of the Works, and/or other persons, as necessary or appropriate, at reasonable times and places to discuss procedures, progress, problems, scheduling, and the like. At all such meetings, the OPM shall act as a representative of the Awarding Authority. The OPM shall work with the Designer to set up a schedule for such meetings. Meeting minutes shall be prepared by the OPM and reviewed by the Designer and Awarding Authority. The OPM shall identify any significant issues of work quality, contract performance, scheduling and work progress raised at the job meetings in a monthly (or as appropriate) progress report to the Awarding Authority. The OPM shall present, at the next job meeting, any significant issues not included in the minutes of the previous meeting.

8.5.3 Applications for Payment:

In coordination with the Designer and Clerk of the Works, the OPM shall review the contractor's draft application for payment, or "pencil requisition", together with any supporting data requested by the Awarding Authority or submitted by the Contractor. The OPM shall provide written comments thereon to the Designer and Awarding

Authority, with recommendations as to the amounts due. The OPM shall also review and comment on vendor requisitions, including those of testing companies, utility companies and equipment or furnishing providers. The OPM shall request through the Designer that the Contractor provide the appropriate subcontractor lien waivers as the Project progresses.

In coordination with the Designer and Clerk of the Works, the OPM shall review all contractor and sub-contractor payrolls for compliance with all federal and state prevailing wage rates, and state and local D/M/WBE requirements.

8.5.4 *Performance Monitoring:*

The OPM with the assistance of the Clerk of the Works shall monitor and observe the performance of the work and quality assurance program, and shall make recommendations to the Awarding Authority and the Designer with respect to rejection of work which, in the OPM's opinion, does not conform to the Contract Documents. The OPM shall endeavor to obtain satisfactory performance from the General Contractor, and shall recommend a course of action to the Awarding Authority when requirements of a contract or the Awarding Authority's construction mitigation plan are not being fulfilled. Particular attention shall be paid to work compensated by means of unit prices (ledge removal, if any, trenching, and the like), time and material activities, and so forth.

8.5.5 *Changes in the Work:*

The OPM shall prepare and maintain a master project change log, incorporating all change directives, change orders, change requests, and change proposals, noting who initiated same and status, and recording estimated cost and final cost. The OPM shall review all change orders and shall, when requested by the Awarding Authority, identify sufficient funds and negotiate on behalf of the Awarding Authority with all parties involved. The OPM shall strive to keep the number of change orders to a minimum.

All Change Orders must be in writing and approved by the Awarding Authority. The OPM shall distribute updated copies of the master project change log to the Awarding Authority, the Designer and the Contractor on a monthly basis.

8.5.6 *Claims:*

The OPM shall assist the Designer in the review, evaluation, resolution and documentation of claims including but not limited to claims for additional time, claims for additional cost, claims for concealed or unknown conditions, and claims for errors or omissions in the plans and specifications, and demands for direct payments. The OPM shall provide all support and assistance necessary in any claims related matters or litigation.

8.5.7 *Submittals and RFI's:*

In collaboration with the Designer, the OPM shall establish, implement and advise the Contractor of procedures for expediting, processing and obtaining the Designer's

approval of shop drawings, product data, and submittal logs for identification of scheduling issues and provide comments thereon to the Designer. The OPM shall make recommendations to the Awarding Authority and the Designer with respect to the use of substitutions and monitor status of submittals through the general contractor's submittal logs.

8.5.8 *Construction Schedule:*

During construction the OPM shall review the construction schedule furnished by the Designer, OPMs, and the General Contractor. The OPM shall obtain and promptly review monthly updates of the general status of schedule milestones, schedule slippage, recommended site "walk-throughs", and other noteworthy information. If an update indicates that the previously approved project construction schedule might not be met, the OPM shall bring such issues to the attention of the Awarding Authority immediately and recommend corrective action.

8.5.9 *Special Services:*

The OPM shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and not provided by the Designer or General Contractor; and shall assist the Awarding Authority with the selection and procurement of furniture, fixtures and equipment (FF&E).

8.5.10 *Project Startup, Closeout and Move-In Phase Services*

8.5.11 *Coordination of Awarding Authority's Purchases of Materials and Equipment, and Moving and Relocation Activities:*

The OPM shall coordinate, schedule and monitor the delivery, storage, protection, final placement or installation and security of purchased materials, systems and equipment (FF&E) that are a part of the Project until such items are incorporated into the Project, or accepted for beneficial use by the Awarding Authority. The OPM shall maintain complete records related to such items including specifications, vendor contracts and purchase orders.

The OPM shall coordinate the relocation and moving activities for the relocation and moving of furniture, furnishings, equipment and supplies around the upgraded facility. The OPM shall supervise the procurement of moving services and shall cooperate and assist the Awarding Authority and facility personnel in the planning and execution of such relocation and moving activities.

8.5.12 *Other Construction-Related Records:*

The OPM shall maintain a file for the building project throughout the duration of the project. The file shall include all project contracts, drawings, specifications, addenda, change orders and other documentation of construction, including copies of approved shop drawings, product data, samples, warrantees, guarantees, certification manuals, valve charts, photographic documentation, and similar required submittals. All documents shall be organized in good order and marked to record changes and selections made during construction. The OPM shall make all such records available to the Designer and upon completion of the Project shall deliver one complete set to

the Awarding Authority in an inventoried, organized format approved by the Awarding Authority, suitable for immediate use.

8.5.13 Testing and Start-Up:

With the Designer and the Awarding Authority's water facility maintenance personnel, the OPM shall ensure procurement of utilities; and shall schedule, coordinate and observe the contractor's final testing, flushing, commissioning and start-up of utilities, operational systems and equipment.

8.5.14 Training:

The OPM shall coordinate instructional visits and training of staff by equipment representatives.

8.5.15 Substantial Completion:

When the Designer considers the contractor's work or a designated portion thereof substantially complete, the OPM shall jointly with the Contractor prepare for the Designer a list of incomplete or unsatisfactory items and a schedule for their completion. The OPM shall assist the Designer in conducting inspections to determine whether the work or designated portion thereof is substantially complete, and preparing any resultant punch list as well as help where possible to expedite the completion of the work in accordance with project schedule

The Owner's Project Manager shall assist in: securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents.

8.5.16 Final Completion:

Following the Designer's Issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the OPM shall coordinate the correction and completion of the remaining work for inspection by the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer in conducting final inspections. The OPM shall make recommendation to the Awarding Authority with respect to release of any funds retained from the General Contractor and Designer.

8.5.17 Post-Construction Phase Services; Evaluations

Within 45 days after completion of the building project, the OPM shall prepare evaluations of the Designer, Contractor and Sub-Contractors for Awarding Authority review and approval, and submittal to DCAM. The evaluations will be completed using -DCAM standard evaluation forms, and the information contained therein shall be certified by the OPM that it represents a true and accurate analysis of their performance record on this project. The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7C § 48 and prepare, sign and provide to the Owner for its signature

the written evaluation of the Contractor(s) and any Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

Attachment B –Key Personnel

ORGANIZATIONAL CHART

Town of Medway

KEY PERSONNEL

Paul C. Millett, PE
Project Director

Helen T. Hordon, PE, BCEE, MCPPO
Project Representative

PROJECT SUPPORT TEAM

Eric A. Kelley, PC, CHMM, LEED GA
Senior Engineer

Ziad F. Kary, PE
Construction Advisor

Bruce D. Thibodeau, PE
QA/QC

SUBCONSULTANTS

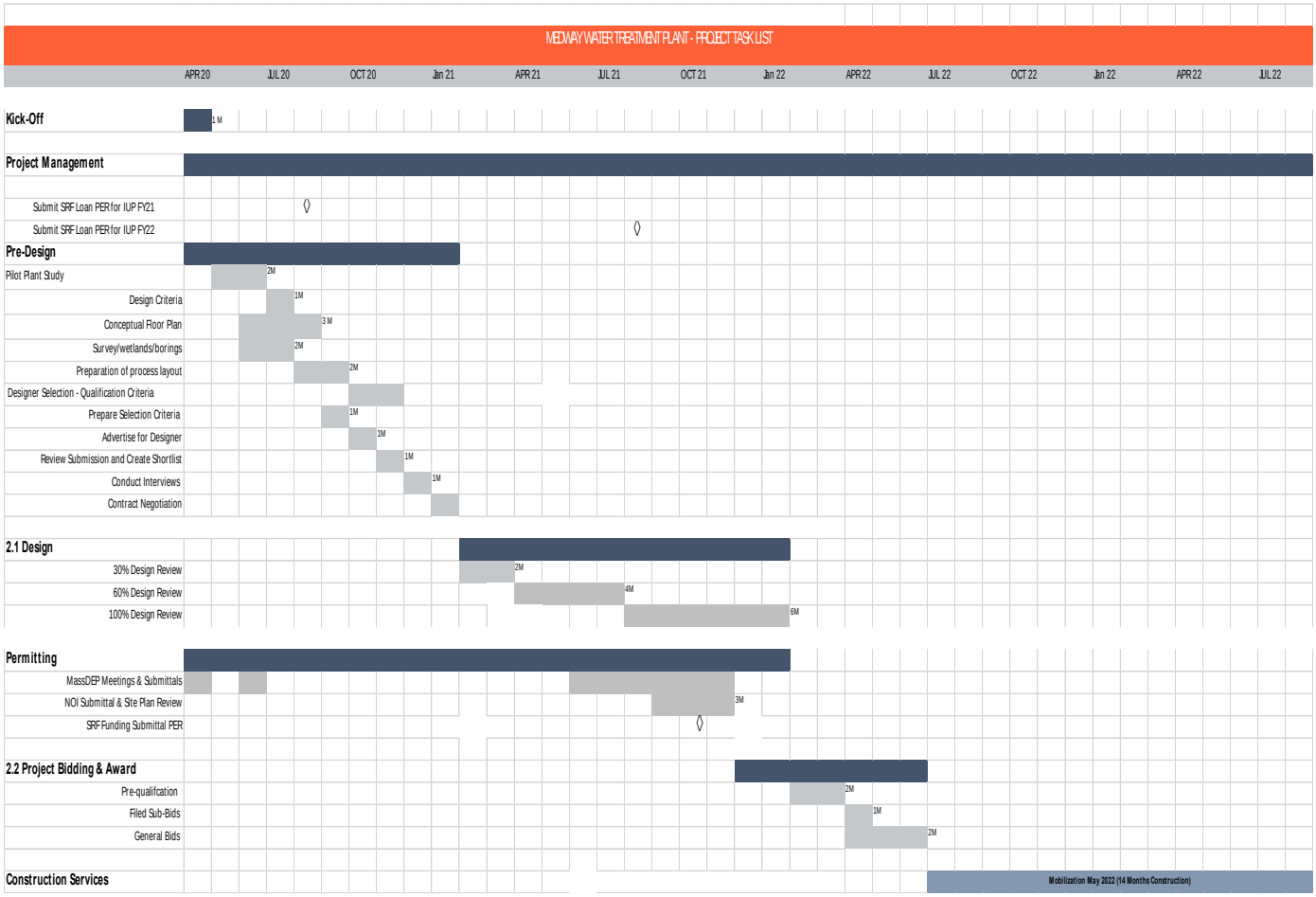
CGKV Architects, Inc.
Architectural Services

Lin Associates
Structural Engineering

Keugler Associates
M/E/P Engineering

Cost Estimating
CostPro, Inc.

Attachment C – Project Schedule



Attachment D – Hourly Rates

Environmental Partners Group, Inc.
Standard Billing Rates

Effective July 1, 2020 – June 30, 2021

CATEGORY	HOURLY RATE
Principal	$220
Senior Project Manager	$210
Project Manager	$205
Senior Project Engineer Senior Project Scientist Hydrogeologist GIS Specialist	$180
Project Engineer Scientist GIS Specialist	$155
Engineer	$135
Hydrogeologist	$125
Scientist GIS Technician	$115
Field Engineer Technician	$105 $100
Resident Project Representative	$115
Clerical	$85

Billing rates are revised and updated every July. Average increase is 5% annually. Markup on subconsultants and expenses at 10%.

ENVI-15 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2020

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

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

PRODUCER
Poole Professional B&B of MA
107 Audubon Rd, #2, Ste 305
Wakefield, MA 01880
Christopher A. Poole

CONTACT NAME:
PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:

INSURED
Environmental Partners Group, Inc.
1900 Crown Colony Dr.Suite 402
Quincy, MA 02169

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of CT	25682
INSURER B : Travelers Indemnity Co America	25666
INSURER C : Travelers Indemnity Co.	25658
INSURER D : XL Specialty Insurance Company	37885
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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6802J049788	06/13/2019	06/13/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BA3G197927	06/13/2019	06/13/2020	BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB CLAIMS-MADE			CUP6572Y321	06/13/2019	06/13/2020	AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N	N / A		UB-6K138549	06/13/2019	06/13/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Arch/Eng.Prof.Liab			DPR9943746	06/18/2019	06/18/2020	Per Claim	5,000,000
	Incl.PollutionLiab						Aggregate	5,000,000

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

Town of Medway is included as additional insured per written contract under
the general liability policy subject to same terms and conditions.
Medway - OPM - Populatic St. Public Works Water Treatment Plant

CERTIFICATE HOLDER

TOMED-2

Town of Medway
155 Village Street
Medway, MA 02053

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM #5

Approval: Contract with SumCo Eco-Contracting for Milford St Boardwalk - $120,566

Associated back up materials attached.

- *Memo from Dave D'Amico dated 4/6/20*
- *Bid Results*
- *Contract*

Proposed Motion:

I move that the Board authorize the chair to execute a contract with SumCo Eco-Contracting for the Milford St boardwalk subject to Town Counsel's approval as to form.

TOWN OF MEDWAY
DEPARTMENT OF PUBLIC WORKS
MEDWAY, MASSACHUSETTS 02053

DAVID D'AMICO
DIRECTOR

PETER PELLETIER
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

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

Date: April 6, 2020

RE: Boardwalk Milford St – SumCo Eco Contracting LLC

Please find attached the contract for **Boardwalk Milford St – SumCo Eco Contracting LLC**

Supply and Install new 150-foot wood boardwalk with Helical Piles over existing water stream Culvert, This project is Part of an overall new sidewalk project, New sidewalks for Milford Street, will connect to the new Rt 109 project and sidewalks.

Bid opening results	**Total**
Sumco Eco	$120,566
Goliathtech	$142,250
Cataldo	$162,100
R. Bates	$205,000
Ack Marine	#221,465

We greatly appreciate your consideration of this issue.

Boardwalk Milford St. - Preliminary Bid Results - March 18, 2020						
	5%		TOTAL Cost	Add Altern 1	Add Altern 2	
Contractor Name	Bid Bond	Reference	**Boardwalk**	**Decking**	**Handrail**	**TOTAL**
Sumco Peabody, MA	Yes	Yes	$106,100	$12,078	$2,388	$120,566
goliathtech Billerica, MA	Yes	Yes	$139,750	$2,000	$500	$142,250
Cataldo Littleton, MA	Yes	Yes	$128,900	$29,000	$4,200	$162,100
R. Bates Sterling, MA	Yes	Yes	$189,000	$13,000	$3,000	$205,000
Ack Marine Quincy, MA	Yes	Yes	$212,300	$8,550	$615	$221,465

SECTION 00500
BOARDWALK Milford Street
AGREEMENT

THIS AGREEMENT made this _____ day of _____, in the year 2020, between **SumCo Eco-Contracting LLC**, with a usual place of business at **2 Centennial Drive, Suite 4D, Peabody, MA 01960**, hereinafter called the CONTRACTOR, and the Town of Medway, acting by its Board of Selectmen, with a usual place of business at 155 Village Street, Town Hall, Medway, MA 02053, hereinafter called the Town.

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

1. Scope of Work
The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **BOARDWALK MILFORD ST.** Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price
The Town shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the **sum of $120,566. One Hundred Twenty Thousand, Five hundred sixty six Dollars.**

Total sum is Base Bid cost $106,100, Add Alternate 1 Decking $12,078, Add Alternate 2 $2,388, TOTAL is $120,566

3. Commencement and Completion of Work and Liquidated Damages
It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall Substantial Completion of the work on or before **November 1, 2020**.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Town when construction is sufficiently complete, in accordance with the Contract Documents, so the Town may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of

the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

D. Liquidated Damages: It is expressly agreed between the Contractor and the Town that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Town, Contractor agrees, as a part of the consideration for the execution of this Contract by the Town, to pay the Town the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain, said amount is agreed to be the amount of damages which the Town would sustain, and said amount shall be retained from time to time by the Town from current periodic estimates. The amount of **liquidated damages shall be $100.00 per day**.

4. <u>Performance of the Work</u>

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work: (1) The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same

shall at all times be the property of the Town and shall be delivered to the Town upon completion of the Project.

D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Town with reproductions of all permits, licenses and receipts for any fees paid. The Town represents that it has disclosed to the Contractor all orders and requirements known to the Town of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Town in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Town immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Town's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:
(1) The Contractor shall maintain at the site for the Town one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Town upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field

measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Town's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Town in writing of such deviation at the time of submission and the Town has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Town's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Town on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Town. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Town's Property: The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Town harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Town. If the Contractor fails to make the repairs and replacements promptly, the Town may do the work and the Contractor shall be liable to the Town for the cost thereof.

J. Warranty: The Contractor guarantees to Town that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Town all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Town the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity
The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Town to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation
All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Town is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer
There is not a project architect-engineer for this project. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Town

and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Town. In general, the Town shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within Thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Town shall have Thirty (30) days to make payment for:

A. The work performed during the preceding month.

B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Town.

C. Less the following retention items:

1. A retention based on an estimate of the fair value of the Town's claims against the Contractor.

2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.

3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

4. All Permits must be closed out and Inspected by Town Building Inspector and Final Inspection shall be Complete, before any Final Payment will be processed.

D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Town, less than 1% of the original Contract Price, or substantially completes the Work and the

Town takes possession or occupancy, whichever occurs first, the Town shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Town's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Town fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Town as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Town may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Town may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic
estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Town. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
(1) Labor.
(2) Materials entering permanently into the work.

(3) The ownership or rental cost of construction equipment during the time of use on the extra work.
(4) Power and consumable supplies for the operation of power equipment.
(5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Town written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect
The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents
The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Performance Bond
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
General Requirements
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Mass General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Town and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
.7 claims involving contractual liability applicable to the Contractor's obligations.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage s**hall name the Town as an additional insured** and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Town with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, Or emailed, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Town shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Town to establish the Town's title to such material or equipment or otherwise protect the Town's interests.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town, and thereafter the Town insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF MEDWAY, MASSACHUSETTS
(Town)

By its Board of Selectmen _____

John Foresto

DATE _____

CONTRACTOR: SumCo Eco-Contracting, LLC.

By Richard Sumner
(Name)

Manager
(Title)

Richard Sumner Digitally signed by Richard Sumner DN: cn=Richard Sumner, o, ou, email=csumner@sumcoeco.com, c=US Date: 2020.03.27 15:26:44 -04'00'
(Signature)

2 Centennial Drive, Suite 4D
(Address)

Peabody, MA 01960
(City and State)

Approved as to Form:

By _____
(Town Counsel)

_____
David D'Amico
Director of Public Works

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Town's Accountant)

Carol Pratt
(Name)

0242102-5258
(Account Number)

From: Matthew G. Feher
Sent: Thursday, April 2, 2020 2:40 PM
To: Bobby Mcgee <bmcgee@townofmedway.org>
Cc: Peter Pelletier <ppelletier@townofmedway.org>; Allison Potter <apotter@townofmedway.org>; Mark R. Reich Gregg J. Corbo Matthew G. Feher

Subject: RE: SumCo Eco Contracting, Boardwalk Contract- Need Counsel to review

Hi again Bobby,

I reviewed the contract and approve as to form subject to the following:

1) Replace 30 days with 15 days re: periodic payments due to contractor in Section 9 of the Agreement as required by Section 39K of Chapter 30 of the General Laws;
2) Strike the following inapplicable documents listed as "Contract Documents" under Section 11 of the Agreement:
    - Performance Bond
    - Corporate Vote
    - General Conditions
    - General Requirements; and
3) Evidence of approval as to appropriation of funds by the Town Accountant required by Section 31C of Chapter 44 of the General Laws.

I defer to the Town's insurer satisfaction of the insurance requirements pursuant to the contract documents as evidenced by the COI. Consistent with the contract documents, I note that the vendor names the Town as additional insured on all policies but for the statutory Workers' Compensation policy.

Lastly, I note that the IFB did not specify Section 39M of Chapter 30 of the General Laws as governing the procurement procedure. Instead, it referenced Chapter 149 which relates to public building construction. While not problematic in this particular instance, I suggest that we briefly review any IFB prior to advertisement thereof to ensure consistency with law.

Once Items (1) through (3) above are satisfied, you can proceed to release my signature attached hereto designating approval of the Agreement as to form.

Thanks again and please contact me with any questions.

Matt

Matthew G. Feher
Counsel
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

_____

_____

_____

_____

_____

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:_____
(Secretary of Corporation)

A True Copy:

Attest:_____
(Notary Public)

My Commission Expires:_____
(Date)

CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

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

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

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

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

COMPLETE AND SIGN BELOW:

Richard Sumner

Authorized Person's Signature

March 27, 2020

Date

Richard Sumner, Manager

Print Name & Title of Signatory

SumCo Eco-Contracting, LLC

Name of Contractor

Bond No. 328848

SECTION 00620
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

SumCo Eco-Contracting, LLC a Limied Liability Company
(Name of Contractor) (Corp, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and NGM Insurance Company of 4601 Touchton Rd. East, Ste 3400, PO BOX 16000,
(Surety)

State of Jacksonville, Florida 32245-6000 hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Town", in the penal sum of SIXTY THOUSAND TWO HUNDRED EIGHTY-THREE AND 00/100 Dollars ($ 60,283.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Town, dated the _____ day of _____, 2020, for the construction described as follows:
Boardwalk Milford Street Sidewalk, Site Reconstruction. Location: Medway, Massachusetts

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2020.

PRINCIPAL:

SumCo Eco-Contracting, LLC

By _____ (SEAL)

Digitally signed by Richard Sumner
DN: cn=Richard Sumner, o, ou, email=csumner@sumcoeco.com, c=US
Date: 2020.04.01 14:16:50 -04'00'

Richard Sumner, Manager

2 Centennial Drive, Suite 4D
Peabody, MA 01960

(Address-Zip Code)

ATTEST:

Travis Sumner, Manager

2 Centennial Drive, Suite 4D
Peabody, MA 01960

(Address-Zip Code)

SURETY:

NGM Insurance Company

By _____ (SEAL)

(Attorney-in-Fact)

Danielle M. Wilga, Attorney-In-Fact

270 Littleton Road, Suite 32, PO BOX 770
Westford, MA 01886

(Address-Zip Code)

Witness as to Surety:

Thomas P. Durkin, Managing Partner

270 Littleton Road, Suite 32, PO BOX 770
Westford, MA 01886

(Address-Zip Code)

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

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03070584

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 **Thomas P Durkin, Danielle M Wilga** ----------

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 Ten Million Dollars ($10,000,000.00)**

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 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 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she 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 7th day of January, 2020.

Lisa K. Pentin

Notary Public State of Florida
Lisa K Pontion
My Commission GG 972597
Expires 12/17/2027

I, Nancy Giordano-Ramos, Vice President of 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 _____ day of _____, _____.

Nancy Giordano-Ramos

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.

DocuGard #04548 contains a security paragraph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2020

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
Knight-Dik Ins Agcy Inc Main St
446 Main St 9th Fl

Worcester MA 01608

CONTACT NAME: Robert Dik
PHONE (A/C, No, Ext): (508) 753-6353 FAX (A/C, No): (508) 752-1764
E-MAIL ADDRESS: rossdik@knightdik.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	
INSURER B : Allmerica Financial Benefits I	41840
INSURER C : Colony Insurance Company	39993
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SumCo Eco-Contracting, LLC

2 Centennial Drive

Peabody MA 01960

COVERAGES

CERTIFICATE NUMBER: Cert ID 12901

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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	PACE306997	05/01/2019	05/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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
							Pollution	$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	AWN D241203 02	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	EXC306998	05/01/2019	05/01/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHN D902868 00	05/12/2019	05/12/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inalnd Marine	Y	Y	IHN D290469 03	05/01/2019	05/01/2020	Leased/rented equipment	$ 1,250,000
C	Professional Liability			PACE306997	05/01/2019	05/01/2020	Each Occurrence	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Broadwalk Milford St Sidewalk 2020-25
Town of Medway, are included by contract as additional insured for all policies excluding workers compensation

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
Robert K. Dik

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SumCo
ECO-CONTRACTING

March 27, 2020

To Whom It May Concern:

SumCo Eco-Contracting, LLC is a limited liability company organized in the State of Massachusetts. Limited Liability Companies (LLCs) do not have Boards of Directors or elected officers. LLCs are organized and owned by Members and are run by Managers, designated from time to time by those Members. Managers are authorized, for and on behalf of the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC and to exercise all powers and authority granted by the Massachusetts Limited Liability Company Act to managers.

The following individuals were designated as Managers of SumCo Eco-Contracting, LLC in the Company's Certificate of Organization, filed with the Commonwealth of Massachusetts on February 17, 2006, and are therefore authorized to execute contracts and bonds in the name and on behalf of the Company. Such designation has not been amended or rescinded and remains in full force and effect as of this date.

Richard Sumner
80 Bridge Street
Manchester, MA 01944

Travis Sumner
101 Lime Street
Newburyport, MA 01950

Respectfully submitted,
SumCo Eco-Contracting, LLC

Digitally signed by Richard Sumner
DN: cn=Richard Sumner, o, ou, email=csumner@sumcoeco.com, c=US
Date: 2020.03.27 15:35:37 -04'00'

Richard Sumner
Manager

AGENDA ITEM #6

Vote: Intent to Lay Out Forest Road as a Public Way

Associated back up materials attached.

- *Associated 2020 Annual Town Meeting Article*

NOTE: This is the preliminary step in the street acceptance process.

Proposed Motion:

I move that the Board of Selectmen express its intent to lay out as a public way Forest Road in its entirety from its intersection with Brigham Street to its end, as shown on *Road As-Built Plan of Land* in Medway, MA, dated July 29, 1993, last revised February 26, 1995, by Francis X. DeSimone & Sons of Medway, MA, and to refer this matter to the Planning and Economic Development Board for a report and recommendation.

ARTICLE 22: (Street Acceptance – Forest Road)

To see if the Town will vote to accept as a public way, the following street as laid out by the Board of Selectmen and as shown on a plan or plans on file in the office of the Town Clerk:

Forest Road in its entirety from Station 0 + 00 at Brigham Street to its end at approximately Station 9 + 2 as shown on *Road As-Built Plan of Land* in Medway, MA, dated July 29, 1993, last revised February 26, 1995, by Francis X. DeSimone & Sons of Medway, MA.

And further to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, and to accept the deed or deeds to the Town of a fee simple interest or easements in said streets and any associated drainage, utility or other easements for said streets, and for any trail or public access easements and to appropriate a sum of money for this purpose and any related expenses;

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

AGENDA ITEM #7

Discussion/Vote Recommendation: May 11, 2020 Special Town Meeting Warrant Article #8 – Funding for COVID-19 Impacts

Associated back up materials attached:

- *Article 8*

Proposed Motion:

I move that the Board vote to recommend approval of Article 8.

ARTICLE 8: (Appropriation: COVID-19 Response)

To see if the Town will vote to raise and appropriate and/or transfer from available funds, including but not limited to, a transfer from the stabilization fund, a sum of money for the purpose of addressing municipal and school costs and/or revenue shortfall related to the Fiscal Year 2020 COVID-19 operations response, and further to transfer said sum to the Fiscal Year 2020 Reserve Fund, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION

4/6/20 BOS Mtg.

AGENDA ITEM #8

Approval: May Ballot Question for Board of Selectmen Name Change

Associated back up materials attached.

- *Proposed ballot question*

Proposed Motion:

I move that the Board vote to approve the Board of Selectmen name change ballot question as discussed.

Non-Binding Ballot Questions

Instructions to Voters

The Board of Selectmen is taking an informal survey as to whether or not voters support changing the name of the Board of Selectmen to something that is more gender neutral. To the end, the Board is seeking your vote on the following question. You should answer each question by putting a check in the line of the name you most want to see given to this Board. PLEASE VOTE FOR ONLY ONE CHOICE. The Board will consider the results in advance of the Fall Town Meeting.

Question 1:

Please chose ONE name you wish to be applied to the current Board of Selectmen:

BOARD OF SELECTMEN (No Change) _____

SELECT BOARD _____

EXECUTIVE BOARD _____

AGENDA ITEM #9

Consideration: Postponement of May 11, 2020 Annual Town Meeting and May 19, 2020 Annual Election

Associated back up materials attached.

- *Legislation allowing the postponement of local elections*

SENATE . . . . . No. 2608

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court
(2019-2020)

SENATE, March 23, 2020.

The committee on Senate Ways and Means to whom was referred the House Bill relative to host community agreements (House, No. 4398),-- reported, in part, a "Bill granting authority to postpone 2020 municipal elections in the commonwealth and increase voting options in response to the declaration of emergency to respond to COVID-19" (Senate, No. 2608).

For the committee,
Michael J. Rodrigues

FILED ON: 3/23/2020

SENATE . . . . . No. 2608

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court
(2019-2020)

An Act granting authority to postpone 2020 municipal elections in the commonwealth and increase voting options in response to the declaration of emergency to respond to COVID-19.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to forthwith provide for the rescheduling of elections as a result of the declaration of emergency to respond to COVID-19 and to increase voting options, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) Notwithstanding section 9 of chapter 39, sections 26 and 28 of chapter 51 and chapters 53 and 54 of the General Laws or any other general or special law or by-law to the contrary, any city or town with any municipal caucus or annual or special municipal election scheduled between the effective date of this act and May 30, 2020, may postpone such municipal caucus or municipal election in accordance with this act.

The select board, town council, board of registrars or city council of the city or town may vote on any day prior to the date of their scheduled municipal caucus or municipal election to postpone the municipal caucus or municipal election to a date certain on or before June 30, 2020. Such rescheduled caucus or election shall be held in accordance with all applicable election laws except as otherwise provided in this act.

11 (b) The select board, town council or city council of a city or town postponing a
12 municipal caucus or municipal election pursuant to this act shall, following consultation with the
13 local election official and the chief operating officer of the municipality as to logistics and
14 feasibility, vote to reschedule the municipal caucus or municipal election. A copy of this act, the
15 vote of the select board, town council or city council and a sample ballot shall be placed on the
16 official municipal website not later than 20 days before the date to which the rescheduled caucus
17 or election has been postponed. Notice of such action shall be provided to the public in other
18 ways reasonably calculated to enable eligible voters to learn of the rescheduled election date and
19 to cast ballots therein. The notice may include, but shall not be limited to, a "reverse-911" call,
20 municipal list-serve notifications, advertisement on local cable television or issuance of a press
21 release sent to local news media.

22 (c) Consistent with section 107 of chapter 41 of the General Laws, an incumbent elected
23 official whose term would have expired at a municipal annual town election if the election was
24 not postponed pursuant to this act shall continue to serve in the official's position until a
25 successor is elected and qualified.

26 (d) If this act does not take effect until after the date of a scheduled municipal caucus or
27 municipal election during the state of emergency declared by the governor pursuant to executive
28 order 591, Declaration of a State of Emergency to Respond to COVID-19, the actions of the
29 board of selectmen, town council, city council and local election officials to postpone a
30 municipal caucus or municipal election shall be ratified, validated and confirmed as if this act
31 had been in place prior thereto.

32 SECTION 2. The last day to register to vote for any annual or special municipal or state
33 election postponed pursuant to this act or otherwise postponed in response to COVID-19 shall
34 be 10 days before the date to which the rescheduled election has been postponed; provided,
35 however, that the board of registrars shall hold a registration session on that date not less than
36 from 2 PM to 4 PM and from 7 PM to 8 PM. The voting list to be used at such rescheduled
37 election shall include all eligible voters registered as of that date.

38 SECTION 3. The caucus or election materials, including, but not limited to, absentee and
39 official ballots, prepared for a municipal caucus or any annual or special municipal or state
40 election postponed pursuant to this act or otherwise postponed in response to COVID-19 and
41 bearing that date shall be used for the rescheduled caucus or election to the extent practicable. If
42 additional ballots are required to be printed, the ballots shall be identical in form to those
43 prepared for the original caucus or election.

44 SECTION 4. Absentee ballots cast in connection with the original election date for any
45 annual or special municipal or state election postponed pursuant to this act or otherwise
46 postponed in response to COVID-19, whether returned before the original election or otherwise,
47 and received by the local election official before the close of polls on the date of the rescheduled
48 election, shall be processed in accordance with applicable law; provided, however, that any voter
49 who chooses to vote in person on the date of the rescheduled election may do so if their absentee
50 ballot has not yet been counted. Completed applications to vote by absentee ballot in the
51 rescheduled election shall be accepted by the board of registrars until 12:00 noon on the last
52 business day before the rescheduled election.

53 For an election held on or before June 30, 2020 any person taking precaution related to
54 COVID-19 in response to a declared state of emergency or from guidance from a medical
55 professional, local or state health official, or any civil authority shall be deemed to be unable by
56 reason of physical disability to cast their vote in person at a polling location.

57 SECTION 5. (a) Notwithstanding section 25B of chapter 54 of the General Laws or any
58 other general or special law to the contrary, any eligible voter may vote early by mail for any
59 annual or special municipal or state election held on or before June 30, 2020.

60 (b) Any qualified voter wanting to early vote by mail may file with their local election
61 official an application for an early voting ballot. Any form of written communication evidencing
62 a desire to have an early voting ballot be sent for use for voting at an election shall be given the
63 same effect as an application made in the form prescribed by the state secretary. Local election
64 officials shall send early voting by mail ballots to those who have applied as soon as ballots are
65 available. No application shall be deemed to be seasonably filed unless it is received in the office
66 of the local election official before noon on the last business day before the date on which the
67 rescheduled election is held.

68 (c) Local election officials may use absentee ballots for those voters requesting to vote
69 early by mail in municipal elections. An early voting ballot along with an envelope bearing an
70 affidavit as set forth in section 25B of chapter 54 of the General Laws shall be provided to each
71 qualified voter who participates in early voting by mail.

72 (d) The local election officials shall cause to be placed on the voting lists opposite the
73 name of a qualified voter who participates in early voting the letters “EV” designating an early
74 voter.

75 (e) The counting of early voting ballots shall be consistent with section 25B of chapter 54
76 of the General Laws and implemented regulations to the extent practicable. All envelopes
77 referred to in this section shall be retained with the ballots cast at the election and shall be
78 preserved and destroyed in the manner provided by law for the retention, preservation or
79 destruction of official ballots.

80 (f) All early voting ballots voted by mail shall be received by the town clerk before the
81 hour fixed for closing the polls on the date on which the rescheduled election is held. Early
82 voting ballots cast under the authority of this section shall be processed at the polls in a manner
83 consistent with that set forth in said section 25B of said chapter 54.

AGENDA ITEM #10

One-day Liquor License Applications:

- **Margaret Centola – Thayer Homestead – 5/16/2020**
- **Janice Snow – Thayer Homestead – 5/17/2020**
- **Dawna Downing – Thayer Homestead – 5/17/2020**
- **Mary Rubino – Thayer Homestead – 5/24/2020**
- **Dan Strachan – Thayer Homestead – 5/30/2020**
- **Maureen Neureuter – Thayer Homestead – 5/31/2020**

Associated back up materials attached.

- *Police Chief's recommendations for Margaret Centola, Janice Snow, Dawna Downing, Mary Rubino, Dan Strachan, and Maureen Neureuter.*

Proposed Motion:

I move that the Board approve the one-day liquor licenses as presented subject to the Police Chief's recommendations and proof of appropriate insurance coverage.

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

No image found for this file, click here to upload an image.

File #: 20-000318

11 MALLOY STREET MEDWAY MA 02053

5.16.20 Centola Wine & Malt - Thayer

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
- File

ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- License
- Route

REPORTS:
- Custom
- Detail
- Summary

View Review: License Application Review

Department:	Police	**Start Date:**	02/18/2020
Activity Type:	License Application Review	**Due Date:**	02/18/2020
Assign To:	Allen Tingley		
License #:	ODA20-000021 5.16.20 Centola Wi	**Completion Date:**	02/18/2020
Created On:	02/18/2020 by System User	**Status:**	Approved with comment
		Hours:	0.0
		Billable:	

Comments: I would approve of the issuing of this one day wine and malt license with the following stipulations; The beer and wine served at this event will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of all individuals served beer or wine at this event. There will be no on-street parking on either side of Oak Street or Mechanic Street

Review Comments

#	Comments

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

File #: 20-000439

10 SKYLINE DRIVE MEDWAY MA 02053

5.17.20 Snow All Alc - Thayer

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
- File

ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- License
- Route

REPORTS:
- Custom
- Detail
- Summary

View Review: License Application Review

Department:	Police	**Start Date:**	03/04/2020
Activity Type:	License Application Review	**Due Date:**	03/04/2020
Assign To:	Allen Tingley		
License #:	ODA20-000028 5.17.20 Snow All Al	**Completion Date:**	03/04/2020
Created On:	03/04/2020 by System User	**Status:**	Approved with comment
		Hours:	0.0
		Billable:	

Comments: I approve of the issuing of the listed permit with the following stipulations: The serving of the alcoholic beverages will comply with the standards set fourth in the Town of Medway's liquor policy for a one day alcoholic beverage license, including the stipulation that all the beer/wine and alcohol served at this event will be purchased from a licensed wholesale alcohol liquor distributor, as indicated in the license application. A responsible adult with some knowledge of Mass Liquor Laws will be checking ID'S of individuals served alcoholic beverages at this event.

Review Comments

#	Comments

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

February 4, 2020

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – 25th Wedding Anniversary Party

I have reviewed the application for a one day alcohol license request from Dawna Downing for a 25th Wedding anniversary party scheduled for May 17, 2020 at the Thayer House.

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

There will be no on-street parking on either side of Oak Street or Mechanic Street.

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

A responsible adult with some knowledge of Mass Liquor laws will be checking ID's of all individuals served alcoholic beverages at this event.

Respectfully Submitted

Allen M. Tingley

Allen M. Tingley
Chief of Police

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

File #: 20-000081

10 SLOCUMB PLACE MEDWAY MA 02053

5.24.20 Rubino All Alc Thayer

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
- File

ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- License
- Route

REPORTS:
- Custom
- Detail
- Summary

View Review: License Application Review

Department:	Police	**Start Date:**	01/13/2020
Activity Type:	License Application Review	**Due Date:**	01/13/2020
Assign To:	Allen Tingley		
License #:	ODA20-000008 5.24.20 Rubino All Alc.	**Completion Date:**	01/13/2020
Created On:	01/11/2020 by System User	**Status:**	Approved with comment
		Hours:	0.0
		Billable:	

Comments: I would approve of the issuing of this one day alcohol license with the following stipulations;The serving of any alcoholic beverages will comply with the standards set fourth in the Town of Medway's Alcohol Policy, for a one day alcohol beverage license. Tipps certified bartenders from Extra Hands For Your Event will be handling the service of alcoholic beverages for this event. There will be no on-street parking on either side of Oak Street or Mechanic Street.

Review Comments

#	Comments

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

November 18, 2019

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Graduation party

I have reviewed the request from Dan Strachan for a one day liquor license for a graduation party, to be held at the Thayer House, 2B Oak Street, on May 30th, 2020.

I approve of the issuance of this one day liquor license with the following stipulation:

The alcoholic beverages served at the party will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

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

There will be no on-street parking on either side of Oak Street or Mechanic Street.

Sincerely,

Allen M. Tingley

Allen M. Tingley
Chief of Police

citizenserve

quick search:

Permit #

Description

License #

Home | My Activities | Create | Search | Reports | Support Center | Administration | Logoff

Business License

File #: 20-000061

10 WOODLAND WAY MANSFIELD MA 02048

5.31.20 Neureuter Wine&Malt Thayer

Licenses | Reviews | Inspections | Activities | Documents | Contacts | History

EDIT:
- File

ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- License
- Route

REPORTS:
- Custom
- Detail
- Summary

View Review: License Application Review

Department:	Police	**Start Date:**	01/08/2020
Activity Type:	License Application Review	**Due Date:**	01/08/2020
Assign To:	Allen Tingley		
License #:	ODA20-000004 5.31.20 Neureuter Win	**Completion Date:**	01/08/2020
Created On:	01/08/2020 by System User	**Status:**	Approved with comment
		Hours:	0.0
		Billable:	

Comments: I approve of the issuing of this one day beer and wine license with the following stipulations; The beer and wine served at this event will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's ALcohol Policy. A responsiable adult, with some knowledge of Mass Liquor Laws will be checking ID's of all individuals served beer or wine at this event. There will be no on-street parking on wither side of Oak Street or Mechanic Street.

Review Comments

#	Comments

AGENDA ITEM #11

Action Items from Previous Meeting

Associated back up materials attached.

- *Action Items dated 3/16/2020*

	DATE	ACTION ITEMS BOS	WHO	DUE - COMPLETED
1	7/6/2010	Street acceptance progress **& Performance Security**	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPW	Ongoing
3	7/28/2014	DPS Facility Building Project	DPW/TA/Committee	Ongoing
4	IWRMP Task Force Mtg	Unaccounted for water loss status report	DPW	Quarterly UAW Reports to Board 2019 Year End Report DUE February 18, 2020 rescheduled for March 2nd BOS Meeting-rescheduled for April 21 2020 BOS Mtg
5	6/18/2018	Medway Plaza Redevelopment	BOS	Ongoing
6	8/13/2018	Report to BOS Strategic Plan for making fields more viable for youth sports	EPFRAC	Ongoing
7	11/5/2018	Conservation Restrictions for Town Owned Land	TA & Conservation Offices	June 2020
8	12/3/2018 9/16/2019	Report to BOS usage of Electronic Vehicle Charging Station	DPW	April 21 2020 BOS Mtg
9	4/16/2019	Follow up on Dog Policy/By-law update re: Allowing on Trails if on leash	By-Law Committee	???
10	7/8/2019	Name of Board of Selectmen	BOS	April 6,2020 Mtg
11	8/6/2019	Status on Grant Funding for Solar at New DPW Facility	DPW	Ongoing
12	8/6/2019	Assess Efficacy of Signage throughout Medway	Sandy Johnston	???
13	12/16/2019	Review data results from Cybersecurity State Grant	Rich Boucher	May 2020
14	1/6/2020	Report on Sewer Capacity from CRPCD	DPW	Completed
15	2/3/2020	Updated Road and Sidewalk plan	DPW	March 2021

Schedule Milestone Status:

- PEMB erection began on 1/20/20.
- PEMB roof photovoltaic panels installed, connected on 4/29/20.
- Canopy roof photovoltaic panels installed, connected on 6/16/20.
- Resulting impact: Project is approximately 2-months behind schedule.

	Baseline Schedule Baseline Schedule dated 6/26/19	Schedule Status per Progressed Schedule Report #6 dated 2/6/20
Site Prep/Site Utilities complete	September 2019	November 2019
Mobilization/Erosion Control	June 2019	August 2019
Mass Excavation	July 2019	October 2019
Foundation Site Activities	September 2019	December 2019
Sewer, Water, Storm Drainage	September 2019	March 2020
Prefabricated Metal Building Structure	November 2019	February 2020
Prefabricated Metal Building Envelope	February 2020	April 2020
Prefabricated Metal Building Interiors	April 2020	July 2020
Salt Storage Tension Fabric Structure Complete	October 2019	September 2019
Materials Storage Tension Fabric Structure	June 2020	September 2020
Vehicle Canopy	June 2020	July 2020
Project Complete	July 2020	September 2020

Indicates Key Activity Behind Schedule

NOTE: The above update was provided by OPM-Compass on 3.9.20

AGENDA ITEM #12

Town Administrator's Report

No associated back up materials.

AGENDA ITEM #13

Selectmen's Reports

No associated back up materials.