

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  
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## TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

### BOARD OF SELECTMEN

#### Board of Selectmen’s Meeting

**June 15, 2020 7:00 PM**  
**Sanford Hall, Town Hall**  
**155 Village Street**  
**Agenda**

7:00 PM

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

#### Other Business

1. Discussion: Fiscal Year 2020 and 2021 School Budgets – Joint Meeting with School Committee
2. COVID-19 Update – Town Manager
3. Approval of Minutes: June 1, June 5, June 8, and June 10, 2020
4. Authorization to Expend Grant Funds: COVID-19 CARES Act - \$13,116.78
5. Vote: Acceptance of Deed to Forest Road
6. Discussion/Vote: Letter to the Department of Housing and Community Development (DHCD) Requesting an Extension of the Town’s Safe Harbor Status
7. Discussion: Cybersecurity State Grant Data Results
8. Approval: Advance of Funds in Lieu of Borrowing - Brentwood Area Water Main Replacement Project - **\$3,600,000.00**
9. Approval: Contract with Gravity Construction, Inc. for the Holliston and Brentwood Water Main Improvement Project Contract 1 - \$ 1,816,114.51
10. Approval: Contract with KJS, LLC for the Holliston and Brentwood Water Main Improvement Project Contract 2 - \$1,494,745.32
11. Approval: Contract with Weston & Sampson Engineers, Inc. for Engineering Services for the Brentwood Area Water Main Replacement Project – Not to Exceed \$271,660
12. Reappointment Consideration: KP Law – Town Counsel
13. Annual Appointments – See full list on page 3
14. One-Day Liquor License Applications:
  - a. Jennifer McNeil – Thayer Homestead – 8/9/2020
  - b. Linda Atkinson – Thayer Homestead – 8/30/2020
15. Discussion/Vote: Temporary Outdoor Seating Application(s) – Liquor License Alteration of Premises
16. Discussion/Vote: Passage of HEROES Act Request Letter to Federal Legislators
17. Action Items from Previous Meeting
18. Town Manager’s Report
19. Selectmen’s Reports

#### **Revision**

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For more information on agenda items, please visit the Board of Selectmen's page at [www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders  
July 6, 2020 --- Regular Meeting  
August 3, 2020 --- Regular Meeting

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. Members of the public who wish to watch the meeting may do so on Medway Cable Access: channel 11 on Comcast Cable, or channel 35 on Verizon Cable; or on Medway Cable's Facebook page @medwaycable.

Topic: Board of Selectmen Zoom Meeting June 15, 2020  
Time: Jun 15, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/83918365790>

Meeting ID: 839 1836 5790  
One tap mobile  
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+19294362866,,83918365790# US (New York)

Dial by your location  
+1 312 626 6799 US (Chicago)  
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+1 301 715 8592 US (Germantown)  
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# **AGENDA ITEM**

# **#1**

**Discussion: Fiscal Year 2020 & 2021  
School Budgets  
Joint Meeting with School Committee**

*No associated back up materials.*

# AGENDA ITEM

## #2

**COVID-19 Update  
Town Manager**

*No associated back up materials.*

# AGENDA ITEM

## #3

**Approval of Minutes: June 1, June 5,  
June 8, and June 10, 2020**

*Associated back up materials attached:*

- *Draft Minutes of June 1, June 5, June 8, and June 10, 2020*

**Board of Selectmen's Meeting**  
**June 1, 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.

**Participated Remotely;** Carol Pratt, Finance Director; Dave D'Amico, Director, Department of Public Works (DPW); Pete Pelletier, Deputy Director; Don Aicardi, Finance and Operations Director, Medway Schools.

**Staff Present:** Michael Boynton, Town Manager; Sandy Johnston, Communications Director.

**Others Participated Remotely:** Senate President Karen Spilka; Representatives Jeffrey Roy and Brian Murray; Susan Nichol, Aide to Senate President Spilka.

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

**Public Comments:** There were none.

**Senate President Karen Spilka – COVID-19 and State Update**

*There were no materials for the Board to review.*

Selectman Foresto thanked the legislators for taking the time to participate in the meeting this evening noting that we really need straight answers on what to expect related to the budget as we have Town Meeting next Monday.

Senator Spilka first wished Selectman Trindade a happy birthday and thanked the Selectmen, School Committee, and all the Medway school and town staff for all that they do to keep things going despite these difficult times. She stated that COVID-19 represents a two-fold crisis at the State level: (1) the public health crisis and (2) the expenses related to this crisis. She reported that from February to April, the unemployment rate went from 2.8% to greater than 15% noting the rate had not exceeded 10% since 1976. She stated that sales tax, meals tax, and motor vehicle taxes have fallen. She reported the House and Senate had an economic summit with top economic leaders in March and April noting they are working very well together. The consensus from this summit was that the State would have a revenue drop of between \$4-6 billion noting this is now anticipated to be up to \$7 billion. She noted in 2009 during the last recession the State revenue dropped by \$2.5 billion. It is estimated that the State will be \$700-\$800 million in the red for Fiscal Year (FY)2020. She stated they have worked aggressively to not have cuts for this fiscal year to local aid noting that decreasing the Chapter 70 state aid at this point in the year would inflict a lot of pain. For FY21, providing a definite answer is very difficult as we don't know: (1) how the pandemic will play out and if there will be another spike, (2) how much the state revenues will decline, and (3) what the federal government will do for state and local aid. In 2009-2010 the federal government provided \$1 billion in Chapter 70 aid. Thus far, the State has received \$200 million, however, the costs are greater. The plan is for \$2.7 billion in COVID-19 relief funds from the federal government, but a lot of strings are attached on what these funds can be spent on. They must be directly related to COVID-19, they can't be part of planning prior to March and there are several

50 other criteria. She stated we are urging municipalities not to use the Governor's budget numbers from  
51 January. She stated the House and Senate Ways and Means Committees are meeting to discuss the  
52 budget. The Senate wrote a letter to urge the federal government to pass as much of the Heroes Act as  
53 possible, which includes \$250 billion for local government. She urged the Town to write a similar letter  
54 as well. She reported the House and Senate are trying to come up with the budget process and, for the  
55 first time in history, it may be a joint budget with the House and Senate. It may also be in pieces as we  
56 do not know what the State will be getting from the federal government. She stated she is hoping to  
57 have the local aid resolution completed so towns can plan. She noted they recognize that municipalities  
58 need to know in order to plan their budgets. She stated they are all working to minimize any reduction  
59 in State aid and have fair, equitable, flexible funds. She again urged the Town to write a letter to assist  
60 with this.

61  
62 Representative Roy echoed all that Senator Spilka laid out noting these are times that no one has seen  
63 before and they are working hard to come up with a budget process. He noted that in the past, the  
64 House would have completed its budget in April and the Senate would have completed their budget in  
65 May and it would have been sent to the Governor. He noted that moving up of the tax deadline from  
66 April 15<sup>th</sup> to July 15<sup>th</sup> has been impacting the amount of revenue coming in. He stated the expectation is  
67 that we may be doing one twelfth budgets as we move forward, as to predict a number is impossible at  
68 this juncture as these numbers keep moving. He stated that they are also working on several other  
69 important issues for communities. Representative Murray stated that both Senator Spilka and  
70 Representative Roy both already summed up the current situation. He stated the only other thing  
71 communities should focus on is clearly documenting their COVID-19 expenses for the Cares Act money  
72 that is available and noted that Medway is slated to receive \$1.2 million. Selectman Foresto stated this  
73 has been discussed. He reiterated that we are going to Town Meeting next Monday to present the  
74 budget and we are not sure if it is correct. He further stated that we have cut the FY21 budget  
75 significantly and as much as we can; any more will mean a reduction in staff. He asked what the  
76 Selectmen should tell residents next week at Town Meeting. Selectman Crowley asked if we wouldn't  
77 be better to have the State at least pass Chapter 70 and local aid budget line items versus working every  
78 month on a one twelfth budget. Mr. Boynton stated that a one twelfth budgeting process is not really  
79 an option. He noted that working through the Selectmen and Finance Committee, the Town's FY21  
80 budget was slashed 10% or \$1.25 million. He stated we were able to reallocate Exelon funds to support  
81 the operating budget, we have stopped hiring, and cut new FY21 positions. The next round of cuts is  
82 actual people. Mr. Boynton stated this is not a criticism of our State partners, voicing the concern and  
83 frustration of being on the lowest end of the totem pole as to how we move forward. He stated that we  
84 cannot absorb more than a 10% budget cut explaining that a loss of \$50,000 in August to September to  
85 October is two positions versus the one position at that cost that we cut in the budget planning for FY21.  
86 Selectman Crowley asked about the impact if we pass the budget at the June 8<sup>th</sup> Town Meeting and we  
87 don't receive the State budget by June 15<sup>th</sup>. Mr. Boynton stated that we would either cut positions or  
88 access reserves. Selectman Crowley asked the legislators if they were in our position, what percentage  
89 they would cut from the budget.

90  
91 Senator Spilka stated they are hoping before June is over that the legislature will pass a budget for July  
92 1<sup>st</sup> and, before that, you will know what your unrestricted local aid, other aid, as well as Chapter 70  
93 funds will be. She stated that if the federal government does nothing in the month of June, we will all  
94 be in tough shape. If they do, hopefully there will be a large influx of flexible funds for the State and  
95 local municipalities. She asked if the federal government still does nothing by the end of June, would  
96 the Town rather have a very low local aid resolution or not. Selectman Crowley stated he would prefer  
97 that we have some guidance. Senator Spilka stated that has been her assumption, that some guidance  
98 would be needed. Representative Roy stated what would he do if in the Town's shoes is do different

99 levels of cuts as to what this would look like and share this with the residents, State, and federal  
100 government. Selectman Foresto stated we have already done these scenarios and we know exactly  
101 what will happen at a 20% and up to 30% cut in State aid. Mr. Boynton stated he understands the  
102 dilemma at the state level and gives them all credit in what they are doing knowing how long it took to  
103 recover in 2008, 2009, and 2010, and some municipalities have still not recovered. There was further  
104 discussion on the impact of a larger percentage cut to State aid at the municipal level. Selectman  
105 Crowley reported he looked at the Heroes Act, the \$3 trillion package, and \$540 billion is slated for the  
106 states, and there are formulas for how much each state would get, which depends on population and  
107 the percentage of COVID-19 cases out of the total in the county. His calculation was that the State  
108 would receive \$7.2 billion. He asked if local aid is cut, would we be made whole if this is passed. He  
109 stated he is concerned that if the money comes in, it may not all come back to the municipalities.  
110 Senator Spilka stated \$500 billion would go to the State and \$250 billion would go to cities and towns.  
111 She stated there was also funding for K through 12 and higher education, which would help the State to  
112 pass funds on as well. She noted that we talked about the 2009 and 2010 recession where there was a  
113 \$30 billion State budget at that time, noting we are now at \$40 billion. She stated that back then, local  
114 aid was cut at 28%. Chapter 70 was cut at the level that we knew the federal government was providing  
115 back to the State, so Chapter 70 was level funded. She stated back in 2009 and 2010, the municipalities  
116 did take a big hit and it took a long time to recover. She stated her promise that Chapter 70 and local  
117 aid has been a top priority with both the Senate and House and, if funds are received from the federal  
118 government, the State will surely pass it on. Representative Roy stated he is asking municipalities to  
119 develop scenarios to share with both the State and federal government so we can paint a picture on  
120 how important these funds are. He also confirmed that if the federal government puts \$7 billion in the  
121 State coffers, you should plan to be made whole. Selectman Crowley stated that the \$250 billion slated  
122 for cities and towns is based on population and Medway would get \$75,000. Selectman Trindade stated  
123 his belief that the federal government will come through, but the question is when. He asked if the  
124 legislature would consider allowing the Town to appropriate these funds without a Town Meeting due  
125 to concerns of meeting the quorum requirements. Senator Spilka reported they are hoping to pass a bill  
126 tomorrow to allow Town Meeting to take place at 10% of the current quorum requirement. Mr.  
127 Boynton stated the bill should be flexible to allow the Town to take action stating his concern with the  
128 definition of publish in the specific wording, "the Board of Selectmen after notice would publish the  
129 decision to decrease the quorum". We could not put a notice in the paper to meet this requirement,  
130 however, if it means just to post to the website, we could meet that requirement. Mr. Boynton asked if  
131 the \$7-8 billion potential deficit is as of today and if this shut down continues, the deficit would then be  
132 at \$8 billion based on the 3.5-4 months of closure to date and what the impact will be if this continues.  
133 Senator Spilka stated that they ask the same questions and are hoping the recovery goes smoothly  
134 noting even the economic experts don't know.

135  
136 Selectman Crowley reported he has spoken to many of the restaurants in town regarding allowing  
137 outside dining effective June 8<sup>th</sup>. Their issue is the serving of alcohol and the need to submit an  
138 application to the Alcoholic Beverages Control Commission (ABCC) for an alteration of premises and the  
139 time it takes for an approval. He asked if the Selectmen could approve a temporary alcohol license for a  
140 faster turnaround. Selectman Trindade asked the same question. Senator Spilka reported there are bills  
141 in both the House and Senate that are addressing issues allowing outdoor seating and serving alcohol  
142 and have talked about the Governor instituting an executive order that will allow them to serve alcohol  
143 outside. Once the bill passes, this would supersede the executive order. She stated that the Selectmen  
144 should process these requests now. Representative Roy explained that the legislation gives local  
145 authority and there will be an end-date that would revert to the old rules.

Mr. Boynton reported that Town Hall has been open during this entire time with employees rotating through those departments where social distancing was not possible. He stated all staff returned today with proper social distancing, masks, plexiglass shields, and, next week, Town Hall will be open to the public by appointment. He thanked the legislators stating that we want to be part of the solution. Selectman Foresto thanked the legislators for their time and efforts. Selectman Crowley requested Senator Spilka provide the letter the State sent to the federal government to Town Manager Boynton.

#### **Approval of Minutes**

*The Board reviewed the draft minutes of May 18, 2020.*

**Selectman Trindade moved that the Board approve the minutes of May 18, 2020. Selectman D’Innocenzo seconded.** Discussion: Selectman Crowley requested on page2, lines 84 to 85 be changed to reflect the discussion. **VOTE: 5-0-0.**

#### **Approval: Contract with Dankris Builders, Corporation for the Populatic Well Replacement Project – \$254,000**

*The Board reviewed the (1) memo from Dave D’Amico, (2) bid results, (3) contract, and (4) project costs.*

**Selectman Trindade moved that the Board authorize the chair to execute the contract with Dankris Builders, Corporation for the Populatic well replacement project in the amount of \$254,000 as presented. Selectman D’Innocenzo seconded. No Discussion. VOTE: 5-0-0.**

Selectman Crowley asked for an explanation of the terminology of Contract Amount versus Expected Amount in the letter dated April 9, 2020 from Haley and Ward. Mr. Boynton explained the contracted amount is the budgeted contracted amount and the expected amount is what was spent to date and what we are anticipating being spent on those line items that have not begun or been completed yet. He noted that the first two items listed came in under the budgeted/contracted amount. Mr. Pelletier stated he will reach out to Selectman Crowley to discuss these numbers. Selectman Trindade asked if we anticipate any issues for residents with water quality as a result of this project. Mr. D’Amico stated not with this project. Mr. Boynton stated this may be issue with the Brentwood project.

Selectman Crowley requested that in order to save paper, contracts with many pages only be printed out once for the Selectmen to review and not be included in each Selectmen’s packet. An electronic link to the contract will be provided to all.

#### **Discussion/Vote: Reduction of Town Meeting Quorum Size**

*The Board reviewed the Town of Medway General By-laws, Article 1, Section 1.5.*

Town Manager Boynton stated this cannot be discussed or voted on until the legislation is passed, or this vote could be challenged.

#### **Discussion/Vote: Reduction of Hours of Annual Town Election**

*The were no materials for the Board to review.*

Selectman White stated, historically, the time period has been between 7am-8pm noting that legislation was passed allowing for absentee voting and providing the Selectman the authority to vote to decrease the number of hours for voting. She reported her investigation of other towns who don’t have the hours specified in their Charter like Medway and 85% have reduced their hours. She stated Holliston has scheduled their election from 12pm-4pm. Medfield had scheduled their election from 6am-8pm,

had 600 absentee ballots, and 125 residents voted in person. She noted that we are putting both the election workers and those coming into vote at risk. Selectman Foresto stated his approval in cutting back the hours, but they should cover hours when people would not be working. There was further discussion on the specific time frame. It was noted that absentee ballots can be requested up to 12 noon the day before the election. Selectman White reported there will be limited staff. The Selectmen agreed to the 12pm-7pm timeframe.

**Selectman Trindade moved that the Board vote to reduce the hours of the annual town election for the year 2020 from 12pm to 7pm as discussed. Selectman D’Innocenzo seconded. No Discussion. VOTE: 5-0-0.**

Selectman Crowley asked if the quorum reduction is for both Special and Annual Town Meetings. Mr. Boynton believed it was for both noting there are other options he has been discussing with Town Counsel.

**Discussion/Vote: Temporary Outdoor Dining Policy and Application**

*The Board reviewed the proposed temporary outdoor dining policy and application.*

Town Manager Boynton commended the efforts of Selectmen Crowley and Trindade along with Mses. Saint Andre and Potter noting there was input from the department heads as well. He suggested that the approval for licensees who also have alcohol licenses be approved by the Selectmen and those that do not be approved by departmental sign-off. The Selectmen requested that non-alcohol licensees be approved by Town Manager Boynton following departmental sign-off. Selectmen Crowley and Trindade suggested scheduling additional Selectmen meetings next Wednesday and Friday to facilitate these license approvals. There was discussion about the total number of outside seating allowed noting the need for proper separation. Selectman Crowley asked why tenting and sheltering structures are not allowed. Mr. Boynton stated there was concern about the tenting being too close to the buildings. Selectman Crowley requested that limitation be eliminated.

**Selectman Trindade moved that the Board approve the temporary outdoor dining policy and application as presented with the changes to non-alcohol licensees requiring administrative approval of the Town Manager and the removal of the “no tents or similar sheltering structures allowed”. Selectman D’Innocenzo seconded. Discussion:** Selectman Crowley asked for the turn-around time for departmental approvals. Mr. Boynton stated 1-2 days assuming the application is complete. There was discussion about the need for the specific fire lane requirements. **VOTE: 5-0-0.**

**Discussion: Board of Selectmen Fiscal Year 2021 Meeting Schedule:**

*The Board reviewed the proposed FY21 meeting schedule.*

**Selectman Trindade moved that the Board approve the Fiscal Year 2021 Selectmen’s meeting schedule as presented. Selectman D’Innocenzo seconded. No Discussion. VOTE: 5-0-0.**

**Action Items from Previous Meeting**

*The Board reviewed the Action Items dated May 4, 2020.*

Water/Sewer Informational Flyer: Mr. D’Amico stated the Water and Sewer Commission just voted to recommended FY21 water and sewer rates and the Selectmen will need to vote on these rates. He noted the first bill will be sent out in August. Ms. Johnston will work with Mr. D’Amico on the information to be presented to residents.

Selectman Foresto asked for a status on the facility study. Mr. Boynton stated is has slowed down due to COVID-19 but they are at the last step of scheduling time with department heads.

#### **Town Manager's Report**

*There were no items for the Board to review.*

Town Meeting Room Set-Up: Town Manager Boynton stated he has scheduled a meeting on Monday at 9am to look at the specific layout and set-up requirements for this town meeting. He noted the stage will look different due to the need for social distancing with the plan of a u-shaped table and the possibility of putting the non-resident department heads in a different room.

DPW Facility Project: Mr. Boynton reported that contractors can pass along COVID-19 direct costs and Colantonio has submitted \$124,000. He has been in conversation with Town Counsel about this. Selectman Foresto asked if this could be paid for by the federal grant. Selectman D'Innocenzo asked if this included everything up to now. Mr. Boynton confirmed both noting this will be processed like a change order.

Joint School Committee/BOS Meeting – June 15: Town Manager Boynton stated he and Superintendent Pires are requesting a joint meeting with the School Committee at the beginning of next Selectmen's meeting to discuss the school budget. The Selectmen agreed.

Safe Harbor Extension Request: Town Manager Boynton stated we have been discussing our safe harbor status based on the impact of the 39 main street permitting. They sent a letter to the Department of Housing and Community Development (DHCD) to request an extension to the Town's safe harbor status for 365 days as one of their permit conditions was to have their permits pulled so the Town can maintain its safe harbor status. Ms. Saint Andre has asked that the Selectmen also send a letter as well to DHCD requesting an extension of our safe harbor status. She will draft the letter for Selectman Foresto's signature.

Permit Tolling – Variances & Special Permits: Town Manager Boynton stated he had a discussion with Ms. Saint Andre today about the impact of permits pulled noting that variances that have a 20-day appeal period have been extended to June 30<sup>th</sup> which means that no work can begin. A special permit approval allows you to work at your own risk. There was further discussion about the economic impact on businesses due to this issue.

Cutler Street Update – RFP for Broker Services: Town Manager Boynton stated the Affordable Housing Trust is sending an RFP for brokers to market the property as the last two RFPS were unsuccessful.

Peace Marches: Town Manager Boynton reported he was notified today about two peace events scheduled for Sunday in Medway: (1) Milford Street at Highland Street will be a stand-out event and (2) a march from McGovern or Memorial School to Choate Park. The Police Department is aware and will be putting safety measures in place. Selectman Trindade stated they want to do this while this is still fresh in everyone's mind. Mr. Boynton stated his concern about the impact of any social media outreach on the size of the event and the potential for attendees that may have ulterior motives. He stated that the organizers of these events can plan them with the full involvement of the Police Department. The preference for the route of the peace march was starting at the McGovern School and ending at Choate Park.

294 Town Manager Out of the Office:

- 295 • June 23-30 - VACATION

296

297 NEXT Regular Selectmen's Meeting – Monday, June 15, 2020

298

299 Selectmen's Reports

300 *There were no items for the Board to review.*

301

302 Selectman Crowley reminded all that the liquor and grocery stores are not allowing bottle and can  
303 redemption. The Medway Lions will be picking up this Saturday starting at 9am. He reported that he  
304 saw the 7-5 Kingson Lane affordable unit on Zillow for sale at \$240,000. He requested that Ms. Saint  
305 investigate. He then reported that the Medway Lions Club will be have a free shredding event for  
306 residents starting at 9am or 10am this Saturday at the Medway Middle School. They take the  
307 documents and shred them for you.

308

309

310 **At 8:53 PM, Selectman Trindade moved to adjourn. Selectman D'Innocenzo seconded. VOTE: 5-0-0.**

311

312

313 Respectfully submitted,

314 Liz Langley

315 Executive Assistant

316 Town Manager's Office

**Board of Selectmen's Meeting  
June 5, 2020 – 8:00 AM  
Sanford Hall  
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 Manager.

\*\*\*\*\*

At 8:04 AM, Selectman Foresto called the meeting to order and led the Pledge of Allegiance.

**Public Comments:** There were none.

**Discussion/Vote: Reduction of Town Meeting Quorum Size**

*There were no materials for the Board to review.*

Town Manager Boynton stated the legislature voted this last night but the Governor has not signed it yet so the Selectman cannot act on this yet. This will be addressed at the June 8<sup>th</sup> Selectmen's meeting. He stated he would like to review the content before a decision is made to move forward.

**Discussion/Vote: Temporary Outdoor Seating Application(s) – Liquor License Alteration of Premises**

*There the Board reviewed the application for Medway Café.*

**Selectman Trindade moved that the Board approve the temporary outdoor seating and liquor license alteration of premises for the Medway Café to include the four tables requested directly outside of the restaurant. This approval does NOT extend or include the area with the eight picnic tables described in the application. Selectman White seconded.** Discussion: Mr. Boynton explained that the order allows for outdoor dining and liquor service but does not allow outside consumption of alcohol for take-out orders. Beer and wine can be purchased for take-out, but this does not allow for public consumption of alcohol. He reported that Chief Tingley spoke with the owner and he understands this. Therefore, the picnic area is not included in this alteration of premises. Selectman Crowley asked if there were any other applicants. Mr. Boynton stated Hang Tai Too which will be voted at next Monday's Selectmen's meeting. **It was so voted by roll call: Crowley aye; Foresto aye; Trindade aye; White aye. VOTE: 4-0-0.**

Selectman Crowley asked for an update on the plans for the Sunday peace events. Mr. Boynton stated we are expecting 800-900 participants. He explained that, per Chief Tingley, the Police Chiefs Association is saying to anticipate three to five times what is anticipated. He reported there is an additional meeting scheduled at 10am at the Thayer Homestead for further planning. Selectman Crowley asked if we reached out to other communities for support. Mr. Boynton explained the outside support that we will receive including MetroWest SWAT, as well as police from other communities. There was further discussion on the plans to support this event. Selectman Crowley stated there was information on social media that the Town and Selectmen are supporting this event. Mr. Boynton explained that he was aware of this misinformation and explained that the Town is working on

50 supporting the safety aspects of these events and clarified that Town and Selectmen approval was not  
51 required nor provided.

52

53

54 **At 8:15 AM, Selectman White moved to adjourn. Selectman Crowley seconded. It was so voted by**  
55 **roll call: Crowley aye; Foresto aye; White aye. VOTE: 3-0-0.**

56

57 Respectfully submitted,

58 Liz Langley

59 Executive Assistant

60 Town Manager's Office



Town Manager Boynton stated this cannot be addressed at this time as there is a need for a seven day notice on the intent to vote to reduce the Town Meeting quorum requirements. He reported that the Governor signed the bill Saturday morning. He had two concerns related to this: (1) the time for the notice of intent and (2) the items that would need to come off the warrant. Town Counsel Reich stated he discussed this with both Ms. Potter and Town Manager Boynton. Mr. Boynton further noted that the Town Moderator made it clear he is not in favor of reducing the quorum. If there is no quorum, the date can be moved forward by the Moderator. The Selectmen's preference is to move Town Meeting forward if there is no quorum.

**Discussion/Vote: Temporary Outdoor Seating Application(s) – Liquor License Alteration of Premises- Hang Tai Too**

*The Board reviewed the application and departmental approvals.*

**Selectman Trindade moved that the Board approve the temporary outdoor seating and liquor license alteration of premises for Hang Tai Too to include the eight tables with umbrellas over the tables as depicted in the application. Any tent 10 feet by 12 feet or greater must receive approval by both the Fire and Building Departments. Selectman D'Innocenzo seconded. No Discussion. VOTE: 5-0-0**

**At 6:41 PM, Selectman Trindade moved to adjourn. Selectman White seconded. VOTE: 5-0-0.**

Respectfully submitted,  
Liz Langley  
Executive Assistant  
Town Manager's Office

Board of Selectmen's Meeting  
June 10, 2020 – 8:00 AM  
Sanford Hall  
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 Manager; Allison Potter, Assistant Town Manager.

\*\*\*\*\*

At 8:02 AM Selectman Foresto called the meeting to order and led the Pledge of Allegiance.

**Public Comments:** There were none.

**Discussion/Vote: Temporary Outdoor Seating Application(s) – Liquor License Alteration of Premises**  
*There the Board reviewed the application for PJ's Smoke 'N Grill.*

Mr. Boynton stated that all requirements have been met.

**Selectman Trindade moved that the Board approve the temporary outdoor seating and liquor license alteration of premises for the PJ's Smoke 'N Grill as described in the application based on the updated sketch. Selectman White seconded.** Discussion: Selectman Crowley asked if this included alcohol. This was confirmed. **VOTE: 4-0-0.**

**At 8:04 AM Selectman Trindade moved to adjourn. Selectman Crowley seconded. VOTE: 4-0-0.**

Respectfully submitted,  
Liz Langley  
Executive Assistant  
Town Manager's Office

# AGENDA ITEM

## #4

### **Authorization to Expend Grant Funds: COVID-19 CARES Act - \$13,116.78**

*Associated back up materials attached:*

- *Notice of Grant Award*

***Proposed Motion:***

I move that the Board authorize the expenditure of the COVID-19 CARES Act grant funds for reimbursement of COVID-19 related unbillable out of network insurance costs, PPE costs, and personnel costs in the amount of \$13,116.78 as presented.

**TOWN OF MEDWAY  
NOTICE OF GRANT AWARD**

DEPARTMENT: Fire DATE: 27-May-20

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Jeffrey Lynch

NAME OF GRANT: COVID 19 CARES Act

GRANTOR: Federal Government

GRANT AMOUNT: \$13,116.78

GRANT PERIOD: January 1, 2020- end of pandemic

SCOPE OF GRANT/  
ITEMS FUNDED Reimbursement for COVID response that was unbillable due to out of network insuranc  
PPE, personnel costs

IS A POSITION BEING  
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

ARE MATCHING TOWN  
FUNDS REQUIRED? No

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

ANY OTHER EXPOSURE TO TOWN?

No

BOARD OF SELECTMEN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ACTION DATE \_\_\_\_\_

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

# AGENDA ITEM

## #5

**Vote: Acceptance of Deed to Forest Road**

*Associated back up materials attached:*

- *Memo from Susy Affleck-Childs*
- *Quitclaim Deed*

***Proposed Motion:***

I move that the Board accept the deed to Forest Road as presented.

### **Board Members**

Andy Rodenhiser, Chair  
Robert Tucker, Vice Chair  
Thomas Gay, Clerk  
Matthew Hayes, P.E.,  
Member  
Richard Di Iulio, Member  
Jessica Chabot, Associate  
Member



Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3291  
Fax (508) 321-4987  
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[www.townofmedway.org](http://www.townofmedway.org)

## **TOWN OF MEDWAY**

### **COMMONWEALTH OF MASSACHUSETTS**

## **PLANNING AND ECONOMIC DEVELOPMENT BOARD**

### **MEMORANDUM**

June 9, 2020

TO: Board of Selectmen  
FROM: Susan Affleck-Childs, Planning and Economic Development Coordinator  
RE: Street Acceptance for Forest Road

With the June 8, 2020 Town Meeting vote (Article 22) to accept Forest Road as a town street, the Board of Selectmen may now take the next step which is to accept the deed from Paul and John Rivard to convey Forest Road to the Town of Medway.

We have the original of that deed in hand. It was executed by the Paul Rivard on May 7, 2020 and by John Rivard on May 8, 2020. A copy of that deed is attached. Please note the deed document was prepared by Attorney Lee Smith of KP Law.

Also provided is the document for your vote and signature to accept the above referenced deed. Upon doing so, the deed and your acceptance of deed will be recorded at the Norfolk County Registry of Deeds.

Please advise if you have any questions.

## QUITCLAIM DEED

Paul A. Rivard, of Uxbridge, Massachusetts, and John P. Rivard, of Medway, Massachusetts, being joint tenants (the "Grantors")

for consideration of One and 00/100 (\$1.00) Dollars

grant to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS BOARD OF SELECTMEN**, with a mailing address at Town Hall, 155 Village Street, Medway, MA 02053, Norfolk County, Massachusetts (the "Grantee") for general municipal purposes and for public way purposes,

Lot 10 as shown on Land Court Plan 6209E filed with Certificate of Title No. 131036 in the Land Registration Office of the Registry District of Norfolk County on January 9, 1989, meaning to convey the fee and all our right, title and interest in Forest Road in Medway, Norfolk County, Massachusetts.

The purpose of this acquisition is to complete the layout and acceptance of Forest Road as a public way in accordance with the vote on Article \_\_\_\_ of the 2020 Town of Medway Annual Town Meeting.

This is not a conveyance of all or substantially all of the assets of the Grantors.

Said premises are conveyed subject to easements, rights, restrictions and agreements of record.


The Town's Acceptance of this Deed is attached hereto and incorporated herein.

Pursuant to M.G.L. c. 64D, §1, no deed excise stamps are required.

For title of the Grantors, see Certificate of Title No. 131036 in the Land Registration Office of the Registry District of Norfolk County

(Signature Page follows)


IN WITNESS WHEREOF, the undersigned Paul A. Rivard signed, acknowledged and delivered this Quitclaim Deed on this 7<sup>th</sup> day of May, 2020.

  
Paul A. Rivard

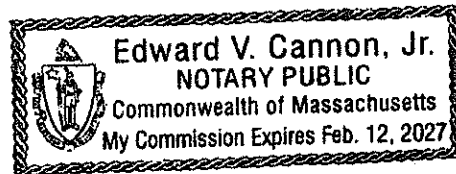
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 7<sup>th</sup> day of May, 2020, before me, the undersigned notary public, personally appeared Paul A. Rivard, proved to me through satisfactory evidence of identification, which was his driver's license, 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

My Commission Expires:



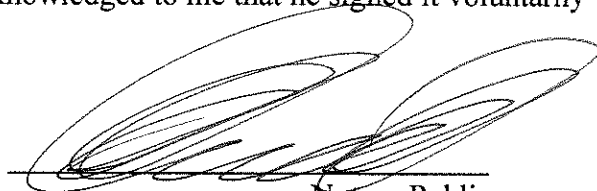
IN WITNESS WHEREOF, the undersigned John P. Rivard signed, acknowledged and delivered this Quitclaim Deed on this 8<sup>th</sup> day of May, 2020.

  
\_\_\_\_\_  
John P. Rivard

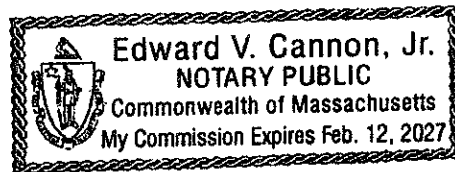
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 8<sup>th</sup> day of May, 2020, before me, the undersigned notary public, personally appeared John P. Rivard, proved to me through satisfactory evidence of identification, which was his driver's license, 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

My Commission Expires:



ACCEPTANCE OF DEED

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 2020 Annual Town Meeting on \_\_\_\_\_, 2020, a certified copy of which is attached hereto, hereby accepts the foregoing Quitclaim Deed from Paul A. Rivard and John P. Rivard for general municipal purposes and for public way purposes.

TOWN OF MEDWAY  
By its Board of Selectmen

\_\_\_\_\_  
John Foresto, Chairman

\_\_\_\_\_  
Glenn Trindade, Vice Chairman

\_\_\_\_\_  
Dennis Crowley, Clerk

\_\_\_\_\_  
Maryjane White, Member

\_\_\_\_\_  
Richard D'Innocenzo, 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

## #6

**Discussion/Vote: Letter to the  
Department of Housing and  
Community Development (DHCD)  
Requesting an Extension of the  
Town's Safe Harbor Status**

*Associated back up materials attached:*

- *Proposed letter to DHCD*

***Proposed Motion:***

I move that the Board approve the letter as discussed and authorize the chair to execute it.

*Board Members*

Dennis Crowley  
Richard D'Innocenzo  
John Foresto  
Glenn Trindade  
Maryjane White



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

**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**  
**BOARD OF SELECTMEN**

June 15, 2020

Ms. Margaux LeClair  
Counsel/Fair Housing Specialist  
Department of Housing and Community Development  
100 Cambridge Street  
Boston, MA 02114

Re: Town of Medway Safe Harbor

Dear Ms. LeClair;

In light of the state of emergency that has existed in the Commonwealth since March 10, 2020, and which is continuing with no end date in sight, the Town of Medway requests that the Department of Housing and Community Development (DHCD) extend the pending deadline for the Town's Safe Harbor under 760 CMR 56.03(4) until June 30, 2021, or, alternatively, that DHCD toll the running of the time periods under 760 CMR 56.03(2)(c) with respect to pending affordable housing developments in Medway from March 10, 2020 until the state of emergency is terminated. This request is made in light of the difficulties in conducting business during the state of emergency, which has been recognized by the Commonwealth in extending numerous other deadlines, including deadlines for permit-related matters.

On August 1, 2019, the Medway Zoning Board of Appeals (ZBA) granted a comprehensive permit under the Local Initiative Program (LIP) for 190 rental units under G.L. c. 40B at 39 Main Street, of which at least 25% shall be low or moderate income units. On September 23, 2019, DHCD approved the Town's request for certification of compliance with the Town's Housing Production Plan, determining that the 190 units constitutes enough units for a two-year certification (46 units needed). In addition, the DHCD certification noted that the 190 units brings Medway's Subsidized Housing Inventory to 12.3%.

This two-year Safe Harbor, however, requires the issuance of a building permit within one year of the issuance of the comprehensive permit. Although the developer and the Town have been working diligently toward that goal, the state of emergency has impeded the developer's ability to proceed as expeditiously as planned. The state of emergency has been unprecedented in both its breadth and its length of time. The Governor has issued 37 COVID-19 Orders since the state of emergency began. These Orders have closed offices and businesses, prohibited gatherings of more than ten people, and imposed strict requirements on almost all aspects of everyday life. The Supreme Judicial Court has extended all court time limits, including tolling of the

statutes of limitations, from March 17th through June 30th, and there have been numerous orders and extensions of time limits from other state agencies, including DHCD.

Under the Governor's COVID-19 Order no. 17, the Governor recognized that the state of emergency is preventing people and businesses from complying with deadlines and conditions of permits, licenses, and other approvals issued or granted by state agencies. The Order provides, among other things, that state permitting agencies may extend deadlines or waive conditions of any approval issued by a state agency, if the permit holder is not able to abide by the deadlines or conditions due to the state of emergency. The permit holder in this case has already requested an extension of the one-year time limit to obtain a building permit to June 30, 2021, and the Town supports that request.

In addition, under chapter 53 of the Acts of 2020, Section 17, the time limits for acting on permit applications at the local level were suspended as of March 10, 2020, and no permits shall be considered constructively approved. Section 17(b)(iii) provides DHCD with further legal basis for extending the safe harbor time limit. It provides that all local permits in effect as of March 10, 2020, including any deadlines or conditions of the permit, shall not lapse or otherwise expire, and the expiration date of the permit, or time period for meeting a deadline or for performance of a condition of the permit, shall toll during the state of emergency. Thus, the time limit for obtaining a building permit under 760 CMR 56.03(2)(c) should be tolled from March 10, 2020, until the end of the state of emergency.

Extending the safe harbor would be consistent with DHCD practice during the state of emergency. DHCD has issued numerous guidance documents and waived other regulations during the state of emergency. For example, DHCD waived the regulation at 760 CMR 6.04(4) requiring an annual rent determination for residents of all State-Aided Public Housing for calendar year 2020, to ease the administrative burden on local housing authorities, and waived the regulation at 760 CMR 6.04(3)(b) to suspend provisions for late fees and interest charges to LHA tenants. The requirement to obtain a building permit within one year in order to maintain the two-year Safe Harbor should similarly be waived.

The Town of Medway has shown its commitment to increasing the availability of affordable housing of all types in Town. The Timber Crest comprehensive permit development, consisting of 136 single family homes (25% affordable), is under construction. Glen Brook Way apartments, approved in two phases with 48 family units and 44 age restricted units, 100% of which will be affordable units, has building permits for phase 1 and should be under construction soon. The Town is contributing two million dollars toward the Glen Brook project. The development at 39 Main Street, which was supported by the Town through the LIP program, is a significant part of the Town's overall plan to increase the available affordable housing.

The Town would appreciate your favorable consideration of this request as soon as possible.

Sincerely,

John Foresto  
Chairman  
Medway Board of Selectmen

# AGENDA ITEM

## #7

### **Discussion: Cybersecurity State Grant Data Results**

*Associated back up materials attached:*

- *Memo from Rich Boucher*



**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**  
**INFORMATION SERVICES DEPARTMENT**

Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 321-4961  
[rboucher@townofmedway.org](mailto:rboucher@townofmedway.org)  
[www.townofmedway.org](http://www.townofmedway.org)

**Director of Information Services**

Richard Boucher

June 11, 2020

Re: BOS Report - Cyber Security Training Grant Update

The Town of Medway, in an effort to increase cyber security training, awareness, and staff skills, has been participating in a state-run training program utilizing the Proof Point platform. This platform, along with our existing KnowBe4 platform, has provided Medway staff with advanced cyber security training to help raise awareness to identify and respond to cyber security threats.

The following information provides an overview of the training and results from our cyber security awareness programs.

**Initial Assessment Results**

The initial state assessment provided a thirty five question survey to assess our staff's abilities in the following content areas. Roughly 50% of our staff participated in this assessment, providing critical insight and focus areas we intend to investigate and highlight to staff moving forward.

The existing KnowBe4 platform does not provide a comparative initial assessment but rather immediately enrolls staff in training to assess their cyber awareness and ensure a base level of skill.

Category	Average Staff Score
Building Safe Passwords	88%
Identify Phishing Threats	69%
Protect Against Physical Threats	94%
Protect and Dispose of Data Securely	77%
Protect Mobile Devices and Information	81%
Protect Yourself Against Scams	87%
Use Social Media Safely	73%
Use the Internet Safely	79%
Work Safely Outside the Office	95%
<b>Overall Assessment Score</b>	<b>81%</b>



# TOWN OF MEDWAY

## COMMONWEALTH OF MASSACHUSETTS

### INFORMATION SERVICES DEPARTMENT

Medway Town Hall  
155 Village Street  
Medway, MA 02053  
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## Training Modules

Within the state platform, training modules are designed to increase staff awareness. Each module is estimated to take roughly an hour to complete and is broken down into multiple sections that can be stopped and started at any time. Bi-Weekly reports are received from the system to indicate the level of participation. Unfortunately, the reports do not include the results of the assessment for each module. This information would be used to focus our security advisories and training to staff. To date, roughly 50% of staff participated in Module 1 training, and 20% in Module 2. We continue to promote this product and voluntary participation by all.

### Example of the training module content

#### Curriculum

Assignment 1	62 min*	Assignment 3	54 min*
<i>Security Essentials</i>	<i>16 min</i>	<i>Safe Social Networks</i>	<i>15 min</i>
<i>Introduction to Phishing</i>	<i>15 min</i>	<i>Data Protection and Destruction</i>	<i>15 min</i>
<i>Password Management</i>	<i>12 min</i>	<i>Physical Security</i>	<i>13 min</i>
<i>Safe Web Browsing</i>	<i>19 min</i>	<i>Insider Threat</i>	<i>11 min</i>
Assignment 2	50 min*	Assignment 4	56 min*
<i>Identifying Compromised Accounts</i>	<i>12 min</i>	<i>Mobile Device Security</i>	<i>21 min</i>
<i>Protecting Against Ransomware</i>	<i>11 min</i>	<i>Travel Security</i>	<i>12 min</i>
<i>Spear Phishing Threats</i>	<i>9 min</i>	<i>USB Device Safety</i>	<i>9 min</i>
<i>Social Engineering</i>	<i>18 min</i>	<i>PII Fundamentals</i>	<i>14 min</i>

## Phishing Results

In addition to our existing KnowBe4 platform, the state system has implemented several phishing campaigns to test our staff's ability to properly identify cyber security threats. Although the system has not provided insight into these phishing campaigns, the KnowBe4 system does provide robust analytics we can review and assess our staff's abilities. Staff not passing the phishing campaigns are automatically enrolled in additional training sessions in key content areas. For those individuals continually struggling to properly identify threats, one on one meetings are conducted to help advance their skills.



# TOWN OF MEDWAY

## COMMONWEALTH OF MASSACHUSETTS

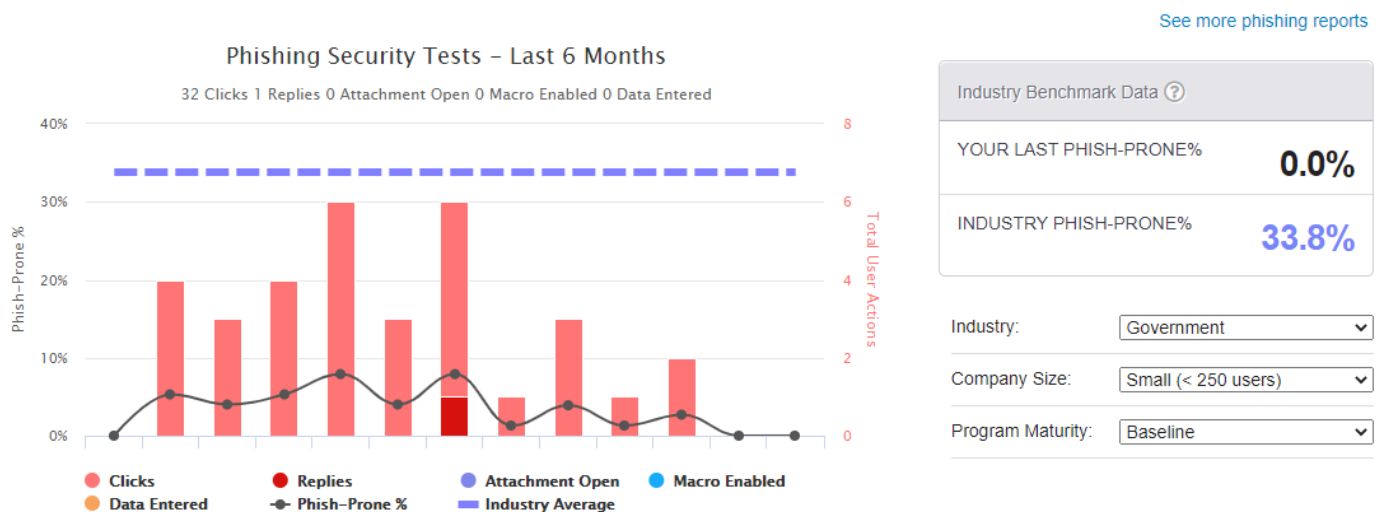
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The KnowBe4 platform bi-weekly phishing campaigns vary in complexity level, as evident in the following report. The complexity has truly tested our staff's ability to properly identify threats, ranging from 30% to 0% failure. We continually utilize these results to provide valuable training and teaching moments for our environment.

### Example KnowBe4 Phishing Results

#### Phishing



In summary, the state grant has provided a valuable additional resource for staff to improve their skills regarding cyber security threats. Both the state and KnowBe4 platforms will continue to be promoted and reviewed to help guide our decisions regarding training staff and keeping our environment and data as secure as possible.

Presented by:  
Richard Boucher, Director of Information Services

# AGENDA ITEM

## #8

**Approval: Advance of Funds in  
Lieu of Borrowing - Brentwood  
Area Water Main Replacement  
Project - \$3,600,000**

*Associated back up materials attached:*

- *Memo from Joanne Russo*
- *Advance of Funds in Lieu of Borrowing Report*

***Proposed Motion:***

I move that the Board approve an Advance of Funds In Lieu of Borrowing in the amount of \$3,600,000 for the Brentwood area water main replacement project as presented.



## *Town of Medway*

*Office of the Town Treasurer*  
*155 Village Street, Medway MA 02053*  
*Tel: (508) 533-3205*  
*jrusso@townofmedway.org*

### **MEMORANDUM**

**TO: BOARD OF SELECTMAN**

**CC: CAROL PRATT, FINANCE DIRECTOR**

**FROM: JOANNE M. RUSSO, TREASURER/COLLECTOR**

**RE: Approval and Signatures for Advance of Funds in Lieu of Borrowing**

**DATE: 06/15/2020**

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I am requesting the Selectman's approval for the Advance of funds in lieu of borrowing in the amount of \$3,600,000.00. The advance of funds will be included in the BOND which will be issued September, 2020.

**Project description:**

Brentwood Water Infrastructure project: Engineering and Construction.

Reference: ATM, June 8<sup>th</sup>, 2020, Article 11

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**Motion:**

Attached for your consideration is a motion to approve the Advance of Fund in Lieu of Borrowing Report of \$3,600,000.00 for the purpose of contracting engineering and construction for the Brentwood water infrastructure project.



# DLS

DIVISION OF LOCAL SERVICES  
MA DEPARTMENT OF REVENUE

Michael J. Heffernan  
Commissioner of Revenue

Sean R. Cronin  
Senior Deputy Commissioner

## ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT

City/Town/District of MEDWAY

Purpose of Issue Brentwood Water Infrastructure Project

Authorization June 8, 2020 ATM Article 11

Grant Number N/A (If applicable)

A. Amount of Loan Authorized		\$
Computation of Limit on <u>Total</u> of Advances:		
B. Unappropriated Free Cash FY 19	\$ 200,238	
C. Stabilization Fund	\$ 5,355,767	
D. 1% of FY 20__ Budget	\$ 577,046	
E. Greatest of line B, C or D	\$ 5,355,767	
F. Other Advances Outstanding	\$ 0	\$
G. Remaining Limit ( line E less line F )	\$ 5,355,767	
H. Amount to be Advanced - This Issue (not to exceed line G)		\$ 3,600,000.00

Date of Advance \_\_\_\_\_

Treasurer

Approved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mayor or City Manager

Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**

See IGR #92105 for instructions and accounting procedures

Date of Repayment to General Fund: \_\_\_\_\_

Accountant/Auditor

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

(Revised: May 2016)

Supporting a Commonwealth of Communities

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

# AGENDA ITEM

## #9

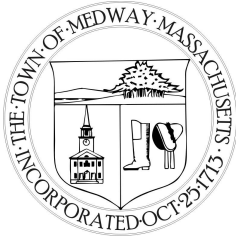
**Approval: Contract with Gravity Construction, Inc. for the Holliston and Brentwood Water Main Improvement Project Contract 1 - \$1,816,114.51**

*Associated back up materials attached:*

- *Memo from Dave D'Amico*
- *Bid results*
- *Contract*

***Proposed Motion:***

I move that the Board authorize the chair to execute the contract with Gravity Construction for the Holliston and Brentwood water main improvement project Contract 1 in the amount of \$1,816,114.51, subject to receipt of performance and payment bonds.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

---

*Entrusted To  
Manage The  
Public  
Infrastructure*

---

DAVID D'AMICO  
DIRECTOR

PETER PELLETIER  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen

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

Date: June 15, 2015

**RE: Gravity Construction, Inc. – Holliston and Brentwood Water Main Improvements – Contract 1**

Please find attached three (3) copies of the contract for **Gravity Construction, Inc. – Holliston and Brentwood Water Main Improvements – Contract 1.**

The scope of work includes construction of approximately 2,020 feet of new 8-inch ductile iron water main on Virginia Road and Ellis Street, and approximately 7,720 feet of new 12-inch ductile iron water main on Maple Street, Holliston Street, and Coffee Street. Transfer of services and abandonment of existing parallel water mains shall occur in Lovering Street. A bridge crossing on Wellington Street shall be included under this contract and includes approximately 100 feet of new, 8-inch ductile iron water main with approximately 30 feet of 20-inch steel casing pipe beam. Total Contract amount \$1,816,114.51

Funds approved from the Annual Town Meeting.

We greatly appreciate your consideration of this issue.

**Town of Medway  
Holliston and Brentwood WM Improvements - Contract 1  
BID SUMMARY  
BID DATE: April 8, 2020**



	<b>Contractor</b>	<b>Base Bid</b>	<b>Base Bid plus Alternate A</b>	<b>Base Bid plus Alternate B</b>
1	Gravity Construction, Inc.	\$1,816,114.51	\$2,178,504.51	\$3,084,009.51
2	CJP & Sons Construction Co.	\$1,919,227.42	\$2,310,842.42	\$3,010,152.42
3	CC Construction Inc	\$2,031,228.71	\$2,439,209.71	\$3,499,667.71
4	RFS Corp.	\$2,107,401.40	\$2,960,771.40	\$3,563,576.40
5	J. D'Amico, Inc.	\$2,118,448.40	\$2,597,738.40	\$3,392,258.40
6	Joseph P. Cardillo & Son, Inc.	\$2,173,082.02	\$2,662,893.02	\$3,288,964.52
7	Biszko Contracting Corp.	\$2,187,324.10	\$3,180,974.10	\$3,683,654.10
8	AD Paolini, LLC	\$2,197,113.91	\$2,407,533.91	\$3,520,293.91
9	CN Corp.	\$2,507,769.13	\$2,879,511.13	\$3,735,076.63
10	Commonwealth Construction & Utilities, Inc.	\$2,552,681.98	\$2,903,381.98	\$3,687,724.98
11	Revoli Construction Co., Inc.	\$2,566,222.31	\$3,033,822.31	\$4,033,782.31
12	N. Cibotti, Inc	\$2,732,711.40	\$3,200,311.40	\$4,186,281.40
13	Fed Corp.	\$2,719,393.91	\$3,188,162.91	\$3,870,503.91
14	RJV Construction Corp.	\$2,835,146.20	\$3,349,506.20	\$4,244,546.20
15	Ricciardi Bros., Inc.	\$2,947,550.00	\$3,485,290.00	\$4,367,790.00

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Medway, Massachusetts, hereinafter called "OWNER," acting herein through its Board of Selectmen, and Gravity Construction, Inc. doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)\* located in the (City) (Town)\* of Plainville, County of Norfolk, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**HOLLISTON AND BRENTWOOD WATER MAIN IMPROVMENTS, CONTRACT 1**

hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ 1,816,114.51 ) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 180 consecutive days of the start date fixed in the Notice to Proceed, exclusive of winter shutdown between November 16<sup>th</sup>, 2020 and April 5<sup>th</sup>, 2021, and also exclusive of Bid Alternate B which shall add 30 days to the completion period. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800, SUPPLEMENTARY CONDITIONS.

\*Strike out inapplicable terms.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS.

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be \_\_\_\_\_ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

\_\_\_\_\_, Massachusetts  
(Owner)

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City and State)

Approved as to Form:

By \_\_\_\_\_  
(Owner's Counsel)  
\_\_\_\_\_  
(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefore and that the \_\_\_\_\_ has been authorized to execute the Contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)  
\_\_\_\_\_  
(Name)

CERTIFICATE OF VOTE  
(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified and acting Secretary of  
(Secretary of Corporation)  
\_\_\_\_\_ and I further certify that a meeting of the Directors of said company,  
(Name of Corporation)  
duly called and held on \_\_\_\_\_, at which all members were present and voting, the  
(Date of Meeting)  
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)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

---

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

---

Signature of authorized representative of Contractor

Date

---

Printed name of authorized representative of Contractor

**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:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

### Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

#### SUBCONTRACTOR'S CERTIFICATION

---

Name of the Subcontractor

certifies that it:

7. Will not discriminate in their employment practices;
8. Intends to use the following listed construction trades in the work under the contract:

---

and

---

9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
12. Agrees to comply with all provisions contained herein.

---

Signature of authorized representative of Subcontractor

Date

---

Printed name of authorized representative of Subcontractor

END OF SECTION

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SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture, LLC or Individual)  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City)  
hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) 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 has entered into a certain contract with the Owner (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which Contract is by reference made a part hereof, for the construction described as follows:

**HOLLISTON AND BRENTWOOD WATER MAIN IMPROVEMENTS, CONTRACT 1**

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Contract to declare a Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any indemnity or similar agreements on the grounds that Surety has interfered with the Contract by fulfilling its obligations hereunder in the absence of a termination of said Contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for the Principal to perform and complete the work of the Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Contract; (3) reimburse the Owner, in

a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

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

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Contract; and (5) liquidated damages as provided in the Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

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

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

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

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

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

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

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City) (State)  
hereinafter called "Surety" and licensed by the State Division of Insurance to do business under  
the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of  
Medway, Massachusetts, hereinafter called "Owner," in the penal sum of \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) 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 has  
entered into a certain contract with the Owner (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, which Contract is by reference made a part hereof, for the construction  
described as follows:

**HOLLISTON AND BRENTWOOD WATER MAIN IMPROVEMENTS, CONTRACT 1**

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, 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.  
The Surety Company providing the bond shall have a rating of A or better within the Best Key  
Rating Guide.

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

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

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

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

END OF SECTION

\\Wse03.Local\WSE\Projects\MA\Medway MA\Holliston & Brentwood Water Mains\Specifications\00615 - Payment Bond.Docx

11/16/2017

00615-2

# AGENDA ITEM

## #10

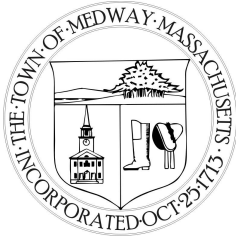
**Approval: Contract with KJS, LLC  
for the Holliston and Brentwood  
Water Main Improvement Project  
Contract 2 - \$1,494,745.32**

*Associated back up materials attached:*

- *Memo from Dave D'Amico*
- *Bid results*
- *Contract*

***Proposed Motion:***

I move that the Board authorize the chair to execute the contract with KJS for the Holliston and Brentwood water main improvement project Contract 2 in the amount of \$1,494,745.32, subject to receipt of performance and payment bonds.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

---

*Entrusted To  
Manage The  
Public  
Infrastructure*

---

DAVID D'AMICO  
DIRECTOR

PETER PELLETIER  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen

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

Date: June 15, 2015

**RE: KJS – Holliston and Brentwood Water Main Improvements – Contract 2**

Please find attached three (3) copies of the contract for **KJS – Holliston and Brentwood Water Main Improvements – Contract 2.**

The scope of work includes approximately 10,500 feet of 8 inch ductile iron water main, hydrants, valves and appurtenances on Gorwin Drive, Meryl Street, Douglas Street, Lee Lane, Richard Road, Robin Circle, Beatrice Lane, Carol Lane, and Karen Avenue. Total Contract amount \$1,494,745.32

Funds approved from the Annual Town Meeting.

We greatly appreciate your consideration of this issue.

**Town of Medway  
Holliston and Brentwood WM Improvements - Contract 2  
BID SUMMARY  
BID DATE: April 9, 2020**



	<b>Contractor</b>	<b>Base Bid</b>	<b>Base Bid plus Alternate A</b>	<b>Base Bid plus Alternate B</b>
1	KJS, LLC	\$1,494,745.32	\$1,809,745.32	\$2,094,670.32
2	CJP & Sons Construction Co.	\$1,502,466.90	\$1,728,216.90	\$2,042,891.90
3	Oliveira Construction, Inc.	\$1,679,170.72	\$1,994,170.72	\$2,291,070.72
4	Gravity Construction, Inc.	\$1,684,907.89	\$1,915,907.89	\$2,227,157.89
5	J D'Amico, Inc.	\$1,732,225.72	\$2,005,225.72	\$2,390,875.72
6	Commonwealth Construction & Utilities, Inc.	\$1,734,678.80	\$1,918,428.80	\$2,367,404.30
7	CC Construction, Inc.	\$1,745,447.19	\$1,996,922.19	\$2,505,124.69
8	Joseph P. Cardillo & Son, Inc.	\$1,749,972.32	\$2,049,222.32	\$2,323,122.32
9	N Cibotti, Inc.	\$1,777,675.72	\$2,050,675.72	\$2,597,475.72
10	AD Paolini LLC	\$1,782,230.72	\$2,013,230.72	\$2,491,730.72
11	RFS Corp.	\$1,784,823.70	\$2,005,323.70	\$2,404,073.70
12	CN Corp.	\$1,813,288.97	\$2,054,788.97	\$2,459,388.97
13	Biszko Contracting Corp.	\$2,032,514.00	\$2,326,514.00	\$2,687,049.00
14	Revoli Construction Co., Inc.	\$2,142,646.97	\$2,465,521.97	\$3,041,617.12
15	Ricciardi Bros., Inc.	\$2,403,450.00	\$2,697,450.00	\$3,090,000.00

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Medway, Massachusetts, hereinafter called "OWNER," acting herein through its Board of Selectmen, and KJS, LLC doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)\* located in the (City) (Town)\* of Walpole, County of Norfolk, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**HOLLISTON AND BRENTWOOD WATER MAIN IMPROVMENTS, CONTRACT 2**

hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ 1,494,745.32 ) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 200 consecutive days of the start date fixed in the Notice to Proceed, exclusive of winter shutdown between November 16<sup>th</sup>, 2020 and April 5<sup>th</sup>, 2021, and also exclusive of Bid Alternate B which shall add 30 days to the completion period. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800, SUPPLEMENTARY CONDITIONS.

\*Strike out inapplicable terms.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS.

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be \_\_\_\_\_ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

\_\_\_\_\_, Massachusetts  
(Owner)

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City and State)

Approved as to Form:

By \_\_\_\_\_  
(Owner's Counsel)  
\_\_\_\_\_  
(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefore and that the \_\_\_\_\_ has been authorized to execute the Contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)  
\_\_\_\_\_  
(Name)

CERTIFICATE OF VOTE  
(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified and acting Secretary of  
(Secretary of Corporation)  
\_\_\_\_\_ and I further certify that a meeting of the Directors of said company,  
(Name of Corporation)  
duly called and held on \_\_\_\_\_, at which all members were present and voting, the  
(Date of Meeting)  
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)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

---

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

---

Signature of authorized representative of Contractor

Date

---

Printed name of authorized representative of Contractor

**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:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

### Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

#### SUBCONTRACTOR'S CERTIFICATION

---

Name of the Subcontractor

certifies that it:

7. Will not discriminate in their employment practices;
8. Intends to use the following listed construction trades in the work under the contract:

---

and

---

9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
12. Agrees to comply with all provisions contained herein.

---

Signature of authorized representative of Subcontractor

Date

---

Printed name of authorized representative of Subcontractor

END OF SECTION

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SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture, LLC or Individual)  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City)  
hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) 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 has entered into a certain contract with the Owner (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which Contract is by reference made a part hereof, for the construction described as follows:

**HOLLISTON AND BRENTWOOD WATER MAIN IMPROVEMENTS, CONTRACT 2**

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Contract to declare a Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any indemnity or similar agreements on the grounds that Surety has interfered with the Contract by fulfilling its obligations hereunder in the absence of a termination of said Contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for the Principal to perform and complete the work of the Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Contract; (3) reimburse the Owner, in

a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

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

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Contract; and (5) liquidated damages as provided in the Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

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

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

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

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

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

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

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City) (State)  
hereinafter called "Surety" and licensed by the State Division of Insurance to do business under  
the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of  
Medway, Massachusetts, hereinafter called "Owner," in the penal sum of \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) 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 has  
entered into a certain contract with the Owner (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, which Contract is by reference made a part hereof, for the construction  
described as follows:

**HOLLISTON AND BRENTWOOD WATER MAIN IMPROVEMENTS, CONTRACT 2**

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, 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.  
The Surety Company providing the bond shall have a rating of A or better within the Best Key  
Rating Guide.

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

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

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

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

END OF SECTION

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11/16/2017

00615-2

# AGENDA ITEM

## #11

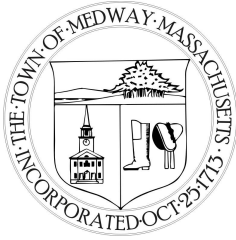
### **Contract with Weston & Sampson Engineers, Inc. for Engineering Services for the Brentwood Area Water Main Replacement Project – Not to Exceed \$271,660**

#### *Associated back up materials attached:*

- *Memo from Dave D'Amico*
- *Memo from Weston & Sampson*
- *Contract*

#### ***Proposed Motion:***

I move that the Board authorize the chair to execute the contract with Weston & Sampson for engineering services for the Brentwood area water main replacement project in an amount not to exceed \$271,660.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

---

*Entrusted To  
Manage The  
Public  
Infrastructure*

---

DAVID D'AMICO  
DIRECTOR

PETER PELLETIER  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen

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

Date: June 15, 2015

**RE: Weston & Sampson Engineers, Inc. – Engineering Services During Brentwood Area Water Main Replacement**

Please find attached three (3) copies of the contract for **Weston & Sampson Engineers, Inc. – Engineering Services During Brentwood Area Water Main Replacement.**

The Engineer will provide Engineering Services during the Construction Phase for the two Construction Contracts to replace and install or abandon approximately 4.8 miles of water mains. The services will be performed during fiscal year 2021. Total contract amount is set not to exceed \$271.660.

Funds approved from the Annual Town Meeting.

We greatly appreciate your consideration of this issue.

June 10, 2020

Mr. David D'Amico  
Director  
Department of Public Works  
Town of Medway  
45B Holliston Street  
Medway, MA 02053

Re: **Engineering Services During Construction Proposal  
Water Main Replacement– Brentwood Area**

Dear Mr. D'Amico:

As requested, we are providing this proposal for reduced engineering services during construction for the replacement or abandonment of approximately five miles of water mains in the Holliston Street and Brentwood area. Our services will cover a single inspector, Cindy Blondin, for KJS LLC on Contract 2 for up to 1,700 hours. Town staff will cover the inspection of Gravity Construction, Inc. on Contract 1. Weston & Sampson can provide fill-in inspection as needed if Town staff is unavailable. 80 hours has been allocated for this. Administration tasks including pre-construction meetings, pay requisition and change order assistance, record drawing preparation, and other tasks are also included with up to 428 hours allocated. The estimate the cost to complete the services as outlined in the enclosed Scope of Work (Attachment A) is set not to exceed \$271,660.

We have prepared and attached the following:

- The contract agreement in Word doc form. This is a copy of our previous design services agreement with the date and project value updated. The previously agreed changes to the insurance requirements are also included, all as tracked changes.
- Attachment A/Article 2 Scope of Services describing the services to be performed, in Word doc and PDF format.
- A budget project cost estimate form.

Our services will be billed on a time and material basis for work performed during the construction phase of the two construction projects, which will be completed during fiscal year 2021.

We thank you for the opportunity to serve the Town of Medway. Please call if you have any questions.

Very truly yours,  
WESTON & SAMPSON ENGINEERS, INC.



Bruce W. Adams, P.E.  
Vice President

Attachments

\\wse03.local\\wse\\projects\\ma\\medway ma\\holliston & brentwood water mains\\contract\\contract cover letter carr 061020.docx

**Weston & Sampson**

**Medway - Holliston & Brentwood WM CARR**

6/10/2020

	TASK DESCRIPTION	Person-Hours							Billing Costs		
		BWA	DVM	NLL		CB	TBD		TOTAL		TOTAL
		PROJ MGR	PROJ ENG	ENG		RR 1	RR 2		HOURS	EXPENSES	COST
	RESIDENT REPRESENTATIVE 1 - Cindy Blondin					1700			1700	\$8,000.00	\$203,500.00
	RESIDENT REPRESENTATIVE 2 - Misc Asst						80		80		\$9,200.00
	CONSTRUCTION ADMINISTRATION SERVICES	40	128	260					428	\$1,500.00	\$58,960.00
TOTALS		40	128	260		1700	80		2208	\$9,500.00	\$271,660.00

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF MEDWAY, MASSACHUSETTS  
AND  
WESTON & SAMPSON ENGINEERS, INC.  
FOR ENGINEERING SERVICES DURING CONSTRUCTION  
OF THE HOLLISTON & BRENTWOOD AREA WATER MAIN IMPROVEMENTS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between Weston & Sampson Engineers, Inc, a Massachusetts corporation, with a usual place of business at 55 Walkers Brook Drive, Suite 100, Reading, MA, hereinafter called the "ENGINEER," and the Town of Medway MA, acting by its Board of Selectmen, with a usual place of business at Medway Town Hall, 155 Village Street, Medway, Massachusetts, hereinafter called the "TOWN".

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

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed Two Hundred Seventy One Thousand Six Hundred Sixty dollars (\$271,660) without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on June 8, 2020 and shall expire on June 30, 2021 unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER 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 completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER 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 ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement 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 ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or

consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that 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 ENGINEER 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 will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER 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 and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, 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.

13. 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 ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

WESTON & SAMPSON ENGINEERS, INC. TOWN OF MEDWAY, MA

By: Bruce W. Adams Digitally signed by Bruce W. Adams, VP  
Date: 2020.06.10 15:02:10-04'00'

Name: Bruce W. Adams, Vice President

Approved as to Form  
Thomas R. Reif  
Town Counsel

Carol Buta  
Town Accountant  
30244222 5305

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**HOLLISTON & BRENTWOOD WATER MAIN**  
**ENGINEERING SERVICES DURING CONSTRUCTION**

**SCOPE OF WORK - Water Main Engineering Services**

The Engineer agrees to perform Engineering Services during the Construction Phase for the two Construction Contracts to replace and install or abandon approximately 4.8 miles of water mains. The services will be performed in support of two construction contract during fiscal year 2021.

- 1.1 The ENGINEER agrees to perform the following engineering services during the construction phase of the PROJECT.
- a. Attend virtual meetings with the OWNER or designated representative of the OWNER, local officials (and state officials as appropriate) throughout the construction phase of the PROJECT to discuss construction issues, progress of the PROJECT, and to coordinate the work as needed.
  - b. Arrange and conduct a pre-construction conference with the CONSTRUCTION CONTRACTOR, the OWNER and representatives of the Police and Fire Department, OWNER's EEO, Transportation, Utilities and any other group directly affected by the construction.
  - c. Review shop and erection drawings and shop and mill test reports submitted by the CONSTRUCTION CONTRACTOR for general compliance with contract documents. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means and methods, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the CONSTRUCTION CONTRACTOR
  - d. Prepare and process change orders that may be required during the PROJECT.
  - e. Prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
  - f. Conduct up to six (6) visits to the construction site by project manager or project engineer to observe construction progress and (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the

Work to be completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents.

- g. Provide access to records and documentation on project progress to the OWNER and the responsible local building official as required.
- h. Review CONSTRUCTION CONTRACTOR'S monthly application for payment requests based on quantities and work completed and prepare a recommendation to the OWNER for payment to the CONSTRUCTION CONTRACTOR.
- i. Prepare and submit recommendation of substantial completion to the OWNER.
- j. Prepare and submit a report on the completed construction contract based on final observations.
- k. Prepare record drawings of the completed project and submit one set of reproducible plans to the OWNER. ENGINEER is not responsible for any errors or omissions in the information provided by others that are included into the record drawings.

## 1.2 Resident Project Representative Services

1.2.1 The ENGINEER shall provide a Resident Representative for one (Contract 2) of the two construction projects. The OWNER shall provide a Resident Representative for the second (Contract 1) of the two construction projects. The Services described are for the ENGINEER's Resident Representative services on Contract 2.

Resident Project Representative (RPR) is the ENGINEER's Agent (generally an employee of the ENGINEER who is assigned to the OWNER's project in the field) and shall act under the supervision of the ENGINEER. The RPR's authority and responsibilities are limited to observing the work for general conformance to the contract documents and are not to be construed as directing or supervising the work. The RPR shall confer with the ENGINEER (where the text refers to the Resident Project Representative conferring with the ENGINEER it refers to the ENGINEER's Project Manager) regarding his/her actions. The RPR's involvement in matters pertaining to onsite work will, in general, be with the ENGINEER and CONSTRUCTION CONTRACTOR, keeping the OWNER advised as indicated below and as necessary. His involvement with subcontractors will only be through or in the presence of the CONSTRUCTION CONTRACTOR or his designated representative. The RPR shall

generally communicate with the OWNER with the knowledge of the ENGINEER.

#### 1.2.2 Duties and Responsibilities of the Resident Project Representative:

- a. Schedules: Review the proposed progress schedule, schedule of shop drawing submissions and schedule of project values, all as prepared by the CONSTRUCTION CONTRACTOR and consult with the ENGINEER concerning their acceptability.
- b. Conferences: Attend a preconstruction conference; establish a schedule of work progress meetings and other pertinent conferences as required in consultation with the ENGINEER or the OWNER and notify in advance those expected to attend. Attend meetings and prepare, circulate and maintain copies of minutes thereof.
- c. Liaison:
  - 1. Serve as ENGINEER's liaison with CONSTRUCTION CONTRACTOR, working principally through CONSTRUCTION CONTRACTOR's designated onsite representative, and assist him in understanding the intent of the contract documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONSTRUCTION CONTRACTOR when CONSTRUCTION CONTRACTOR's operations affect the OWNER's onsite operations.
  - 2. Assist in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.
- d. Shop Drawings and Samples:
  - 1. Maintain a file of shop drawings and samples submitted by the CONSTRUCTION CONTRACTOR.
  - 2. Advise ENGINEER and CONSTRUCTION CONTRACTOR immediately at the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by the ENGINEER.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - 1. Observe daily work in progress, or as otherwise necessary, to determine (1) if the work is proceeding in general conformance with the contract documents and (2) that completed work generally conforms to the contract documents. The Resident Project Representative shall confirm the accuracy of horizontal and vertical controls established by the CONSTRUCTION CONTRACTOR prior to the start of construction, but such does not relieve the CONSTRUCTION CONTRACTOR of its independent obligation to establish the starting controls.

2. Report to the ENGINEER who, in turn, will notify the OWNER whenever any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made. Advise the ENGINEER when he believes work should be uncovered for observation or requires special testing or inspection or approval. Record and advise the CONSTRUCTION CONTRACTOR of work failing to meet the contract requirements.
3. Verify that tests, equipment, and system start-ups are performed and operating and maintenance training is conducted as required by the contract documents and in the presence of the required personnel, and that the CONSTRUCTION CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT and record the outcome of these inspections.
5. Performance of the services outlined in Subsection "e", parts 1 through 4, will not guarantee the CONSTRUCTION CONTRACTOR's performance, but it endeavors to verify compliance with the contract documents and thereby protect the OWNER against defects and deficiencies in the work. Nothing in Subsection "e" relieves the CONSTRUCTION CONTRACTOR of its independent obligations under its contract with the OWNER in performing its services. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR's failure to perform the construction work in accordance with the contract documents nor for the CONSTRUCTION CONTRACTOR's construction methods and procedures, nor for the safety program and safety precautions implemented by the CONSTRUCTION CONTRACTOR.
- f. Interpretation of Contract Documents: Transmit to the CONSTRUCTION CONTRACTOR, clarifications, and interpretations of the contract documents.
- g. Modifications:
  1. Consider and evaluate the CONSTRUCTION CONTRACTOR's suggestions for modifications in contract documents and report them with recommendations to the ENGINEER.
  2. Monitor and record the labor, equipment and materials utilized by the CONSTRUCTION CONTRACTOR and subcontractors when modifications are constructed.

h. Records:

1. Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original contract documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the contract documents, progress reports, record drawings and records, and other project-related documents.

2. Record hours worked by the CONSTRUCTION CONTRACTOR on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

3. Record names, addresses and telephone numbers of the CONSTRUCTION CONTRACTOR, subcontractors, and major suppliers of equipment and materials.

i. Reports:

1. Prepare periodic reports as required of progress of the work and of the CONSTRUCTION CONTRACTOR's compliance with the progress schedule and schedule of shop drawing submissions.

2. Consult with the ENGINEER in advance of scheduled major tests, inspections by others or start of important phases of the work.

3. Obtain all backup material, prepare and recommend to the ENGINEER Change Orders, Extra Work Orders, and Field Changes.

j. Payment Requisitions: Review applications for payment with the CONSTRUCTION CONTRACTOR for compliance with the established procedure and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

k. Certificates, Operation and Maintenance Manuals: During the course of the work verify that certificates, operation and maintenance manuals and other data required to be assembled and furnished by the CONSTRUCTION CONTRACTOR are applicable to the items actually installed and deliver this material to the ENGINEER for review.

l. Completion:

1. Before the ENGINEER issues a recommendation of substantial completion to the OWNER, submit to the CONSTRUCTION CONTRACTOR a list of observed items requiring correction or completion.
2. Conduct final observation of the project in the company of the ENGINEER, OWNER, and the CONSTRUCTION CONTRACTOR and prepare a final list of items to be corrected.
3. Verify that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance and start of warranty.

1.2.3 Limitations of Authority: The Resident Project Representative:

- a. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- b. Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
- c. Shall not expedite work for the CONSTRUCTION CONTRACTOR.
- d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- e. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
- f. Shall not authorize the OWNER to occupy the PROJECT in whole or in part.
- g. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.
- h. Shall not exceed limitations of the ENGINEER's authority as set forth in the contract documents.
- i. Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

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## **EXHIBIT B**

### **HOURLY RATES**

#### **WESTON & SAMPSON ENGINEERS**

#### **HOLLISTON & BRENTWOOD WATER MAIN ENGINEERING SERVICES DURING CONSTRUCTION**

##### **Hourly Billing Rates**

Project Manager	Bruce Adams	\$225
Project Engineer	Dana Martin	\$145
Engineer	Nicole Lewis	\$115
Resident Representative	Cindy Blondin	\$115

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# AGENDA ITEM

## #12

### **Reappointment Consideration: KP Law – Town Counsel**

*Associated back up materials attached:*

- *Reappointment request from KP Law*

***Proposed Motion:***

I move that the Board reappoint KP Law as Town Counsel for a three-year term.

June 10, 2020

**Lauren F. Goldberg**  
lgoldberg@k-plaw.com

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

Re: Request for Reappointment

Dear Members of the Board of Selectmen:

We hereby apply for reappointment to the position of Town Counsel for the upcoming fiscal year. On behalf of the law firm of KP Law, P.C., I would first like to express our appreciation to the Board of Selectmen, Town Administrator and Town employees for the privilege of having served the Town as Town Counsel.

As you know, we are committed to the service of municipalities with unparalleled dedication to efficient and cost-effective, personalized service. With KP Law, you are supported by a team of the highest-quality lawyers with specific expertise in the matters the Town faces, with the value added by our record of over four decades of success on behalf of our municipal clients. The KP Law difference is our dedication to our municipal client base. We appreciate the opportunity to continue serving as your Town Counsel.

As you may recall, our billing rate effective 2016 was \$195.00 per hour and increased to \$200.00 per hour in 2017 and has since remained at that rate. In keeping with current rates of surrounding towns, we propose an increase to \$205.00 per hour beginning July 1, 2020 through June 30, 2021, and if reappointed, an increase of \$5.00 per hour for each subsequent year. In addition, we propose an increase to the retainer, now at \$65,000, of \$5,000 for FY2021, held steady in FY2022, and then an increase of \$5,000 in FY2023, if we are reappointed.

If there is any additional information that would be useful to you or the Board with respect to the firm, its attorneys, practice areas, or services, please let me know. In the meantime, please contact me or Mark Reich at any time with further questions.

Very truly yours,



Lauren F. Goldberg

LFG/aem  
cc: Town Administrator  
722545/MEDW/0001

# AGENDA ITEM

# #13

## Annual Appointments

### *Associated back up materials attached:*

- *List of incumbents who have requested reappointment*
- *Fiscal Year 2020 attendance records for the Affordable Housing Committee, Affordable Housing Trust, Agricultural Committee, Board of Assessors, Capital Improvement Planning Committee, Cemetery Commission, Conservation Commission, Council on Aging, Department of Public Services Building Committee, Historical Commission, Medway Pride Day Committee, Medway Cultural Council, Memorial Committee, Thayer Governance Committee, and Zoning Board of Appeals*

### ***Proposed Motion:***

I move that the Board appoint the incumbent board and committee members as listed on the meeting agenda.

FY 2020 ATTENDANCE	2019						2020		
	JUL 31	AUG	SEP	OCT 21	NOV	DEC 4	JAN 29	FEB	MAR 4
<b>AFFORDABLE HOUSING TRUST</b>		NA	NA		NA			NA	
Ann Sherry - 5/5	P	-	-	P	-	P	P	-	P
Glenn Trindade - 3/5	P	-	-	A	-	P	A	-	P
John Parlee – 4/5	P	-	-	A	-	P	P	-	P
Judi LaPan – 4/5	P	-	-	P	-	P	A	-	P
Jack Wolfe - 2/4	P	-	-	P	-	A	P	-	A
<b>AFFORDABLE HOUSING COMMITTEE</b>		NA	NA		NA			NA	
Bob Ferrari – 4/5	P	-	-	P	-	A	P	-	P
Alison Slack – 5/5	P	-	-	P	-	P	P	-	P
John Parlee – 4/5	P	-	-	A	-	P	P	-	P
Judi LaPan - 4/5	P	-	-	P	-	P	A	-	P

## FY20 Agricultural Committee Attendance

**From:** Paul Atwood

**Sent:** Monday, April 27, 2020 12:48 PM

**To:** Liz Langley <llangley@townofmedway.org>

**Subject:** Re: REMINDER: Expiring Appointments on 6.30.20--OVERDUE Response PLEASE REPLY ASAP

Over the past year we've had eleven meetings.

The attendance record is as follows;

Paul Atwood 11

Margaret Perkins 11

Bruce Hamblin 7

Alison Dempsey 7

Seth Terramane 6

Mike Lobisser 0

MEETING DATE	CAROL NIEDBALA	JOSHUA HAZELL	FAINA SHAPIRO	
2-Oct-19	X		X	
28-Oct-19	X	X	X	
20-Nov-19		X	X	
12-Dec-19	X	X	X	
15-Jan-20	X	X	X	
5-Feb-20	X	X	X	
1-Apr-20		X	X	Zoom

## CIPC FY20 Attendance

Below is the attendance for the Capital Improvement Planning Committee:

### CIPC Attendance

	9/10/19	10/8/19	11/19/19	12/10/19	1/7/20	1/14/20	1/28/20	2/18/20	3/10/20
Lenny	x	x	x	x	-	-	-	-	-
Tracy	x	x	AwN	x	x	x	x	x	x
Sarah	x	x	x	x	x	x	x	x	x
Amanda	x	AwN	x	x	x	AwN	x	x	x
Brett	n/a	x	x	x	x	x	x	x	x

AwN = Absent without notice

## FY20 Meeting Attendance

Date	David Travolini	Brian Snow	David Blackwell	Scott Salvucci	Keith Downing	Ken McKay	Dayna Gill
7/11/2019	Yes	Yes	Yes	NO	Yes	Yes	NO
7/25/2019	Yes	Yes	Yes	Yes	Yes	Yes	NO
8/8/2019	Yes	Yes	Yes	NO	NO	Yes	NO
8/29/2020	Yes	Yes	Yes	Yes	Yes	Yes	NO
9/12/2019	Yes	Yes	Yes	Yes	Yes	Yes	NO
9/26/2019	Yes	Yes	Yes	NO	Yes	Yes	Yes
10/10/2019	NO	Yes	Yes	Yes	NO	Yes	Yes
10/24/2019	Yes	Yes	Yes	Yes	Yes	NO	Yes
11/14/2019	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11/21/2019	Yes	NO	NO	Yes	Yes	NO	Yes
12/12/2019	Yes	NO	Yes	NO	Yes	Yes	NO
1/9/2020	Yes	Yes	Yes	NO	NO	Yes	Yes
1/23/2020	Yes	NO	NO	Yes	Yes	NO	Yes
2/13/2020	Yes	NO	Yes	NO	Yes	NO	Yes
2/27/2020	Yes	NO	Yes	Yes	Yes	Yes	Yes
3/12/2020	Yes	NO	Yes	Yes	NO	Yes	Yes
3/26/2020	Yes	Yes	Yes	NO	Yes	Yes	Yes
4/9/2020					NO	Yes	Yes
							<b>**Please advise Dayna was on maternity leave contributing to her absences.</b>

NAME	ROLE	9/10/2019	10/8/2019	11/12/2019	12/10/2019	1/14/2020	2/11/2020	3/10/2020	4/14/2020	5/12/2020	6/19/2020
Courtney Riley	Director	X	X	X	X	X	X	X			
Mary Lou Staples	Chairperson	X	X	X	X	X	X	X			
Judy Lane	Secretary	ABSENT	X	X	X	X	X	X			
Vonnie Clark	Vice Chair	X	X	X	X	X	Excused	X			
Grace Rossetti	Member	X	X	X	X	X	Excused	X			
William Caton	Member	X	X	X	Excused	X	X	X			
Siri Krishna Khalsa	Member	X	X	X	X	X	X	X			
Paul DeSimone	Member	X	X	Excused	Excused	Excused	Excused	Excused			
Charlene Tingley	Member	X	Excused	Excused	X	X	Excused	X			
Ron Lane	Member	ABSENT	X	X	X	X	X	X			
John Clark	Member	X	X	X	X	X	Excused	X			
Jan Mitchell	Member	X	X	X	X	X	X	X			

No Meeting - COVID -19

FY20 Meeting Attendance

Date	Jeanne Johnson	Paul Russell	Eugene Liscombe	Bruce Hamblin	Cher Hamilton	Kathleen Hickey	Mackenzie Ward
7/3/2019	Yes	NO	Yes	NO	Yes	NO	Yes
8/21/2019	Yes	Yes	Yes	Yes	Yes	Yes	NO
10/2/2019	Yes	NO	Yes	NO	Yes	Yes	NO
11/6/2019	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12/4/2019	Yes	Yes	Yes	NO	NO	Yes	Yes
1/15/2020	Yes	Yes	Yes	Yes	Yes	Yes	NO
2/5/2020	Yes	Yes	Yes	NO	Yes	NO	NO
3/4/020	Yes	Yes	Yes	Yes	Yes	NO	Yes

FY20 Medway Pride Day Committee Attendance

**From:** Sarah Stone

**Sent:** Thursday, April 23, 2020 8:08 PM

**To:** Liz Langley <llangley@townofmedway.org>

**Subject:** Re: Expiring Appointments on 6.30.20--PLEASE REPLY BY 4.24.20

Hi Liz,

Shannon, Jennifer and I are all interested in reappointment.

Attendance:

February 12, 2020, full attendance

March 12, 2020, full attendance

Thanks.

Sarah



*Carla C. Cataldo, M.P.P.*

P.O. Box 255 ~ Medway, MA 02053-6105

508-533-3519 ~ Fax: 508-533-6847

email: ccataldo@proposalsetc.com

www.proposalsetc.com

## Memo

To: Medway Board of Selectmen  
From: Carla C. Cataldo, Chairwoman, Medway Cultural Council  
Date: 4/23/20  
RE: MedCC term renewals

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The following members of the Medway Cultural Council would like to renew their terms for another three years:

1. Gail Hachenburg
2. Karyl Wong

Rolling off will be myself, Melissa Kelley and Winnie Nyack. The Cultural Council will still have the required minimum of five members.

The Committee's attendance record was as follows:

	Attendance Rate
Carla Cataldo	100%
Gail Hachenburg	78%
Phil Giangarra	89%
Melissa Kelley	11%
Becky Atwood	89%
Jennifer Kendall	100%
Karyl Wong	78%
Hazel Warnick	67%
Jordan Warnick	78%
Winnie Nyack	44%

Please do not hesitate to contact me with any questions.

**FY20 Attendance Memorial Committee**

Name	Number of Meetings Attended
Robert Saleski	3/5
Doug Downing	4/5
William Pride	5/5
Allen Tingley	4/5
John Larney	4/5
Peter Ciolek	4/5
Gordon White	3/5
Paul Trufant	3/5
Richard Oarrella	5/5

**FY20 Attendance Christmas Parade Committee**

Name	Number of Meetings Attended
Allen Tingley	4/4
Paul Trufant	4/4
Richard Parrella	4/4
Scott Guyette	0/4

Please note that Scott Guyette has not attended a meeting or participated in any way the past three years.

FY20 Thayer Governance Committee Meeting Attendance			
Meeting Date	Crowley	Foresto	Rice
12/2/2019	x	x	x
% Attendance	100	100	100

## FY20 Meeting Attendance

Date	Rori Stumpf	Brian White	Gibb Phenegar	Christina Oster	Tom Emero	Brian Cowan	Carol Gould
7/3/2019	Yes	Yes	Yes	NO	NO	NO	Yes
7/17/2019	Yes	Yes	Yes	Yes	Yes	NO	Yes
7/31/2020	Yes	Yes	Yes	Yes	NO	Yes	Yes
8/7/2019	Yes	Yes	Yes	NO	Yes	NO	NO
9/4/2019	Yes	Yes	Yes	NO	Yes	Yes	NO
9/18/2020	Yes	Yes	Yes	Yes	Yes	NO	NO
10/16/2019	NO	Yes	Yes	NO	Yes	Yes	Yes
11/6/2019	Yes	Yes	Yes	NO	Yes	NO	NO
11/20/2019	NO	Yes	Yes	Yes	Yes	Yes	NO
12/18/2020	Yes	Yes	Yes	Yes	Yes	Yes	NO
1/15/2020	Yes	Yes	Yes	NO	Yes	Yes	NO
2/5/2020	Yes	Yes	Yes	Yes	Yes	Yes	NO
2/19/2020	NO	Yes	Yes	Yes	Yes	NO	Yes
3/4/2020	Yes	Yes	Yes	Yes	Yes	Yes	NO
3/18/2020	Yes	Yes	Yes	NO	Yes	NO	NO
4/1/2020	Yes	Yes	Yes	Yes	Yes	NO	NO
4/15/2020	Yes	Yes	Yes	Yes	Yes	NO	NO

# AGENDA ITEM

## #14

### **One-day Liquor License Applications**

- Jennifer McNeil – Thayer Homestead – 8/9/2020
- Linda Atkinson – Thayer Homestead – 8/30/2020

### *Associated back up materials attached:*

- *Police Chief's recommendations for Jennifer McNeil and Linda Atkinson*

### ***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.



- 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 #: 20-000506 ...  
17 VIRGINIA ROAD MEDWAY MA 02053  
6.7.20 McNeil All Alc App - Thayer-DATE CHANGED TO 8.9.20 Due to Covid-19

- Licenses
- Reviews
- Inspections
- Activities
- Documents
- Contacts
- History

EDIT:  
File

View Review: License Application Review



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

Department:	Police	Start Date:	03/13/2020
Activity Type:	License Application Review	Due Date:	03/13/2020
Assign To:	Allen Tingley	Completion Date:	03/18/2020
License #:	ODA20-000034 6.7.20 McNeil All AI ...	Status:	Approved with comment
Created On:	03/12/2020 by System User	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

- REPORTS:
- Custom
- Detail
- Summary

#	Comments
---	----------



quick search:

Permit #

Description

License #



Home

My Applications

Create

Search

Support Center

Support Center

Administration

Logout

## Business License



File #: 20-000468 ...

9 GRANITE STREET MEDWAY MA 02053

8.30.20 All Alc App - Thayer

License #

Reviews

Applications

Activity

Documents

Licenses

History

## View Review: License Application Review



Department:

Police ▼

Start Date:

03/09/2020

Activity Type:

License Application Review ▼

Due Date:

03/09/2020

Assign To:

Allen Tingley ▼

License #:

ODA20-000030 8.30.20 All Alc App ▼ ...

Completion Date:

03/09/2020

Created On:

03/07/2020 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 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

# AGENDA ITEM

## #15

### **Discussion/Vote: Temporary Outdoor Seating Application(s) – Liquor License Alteration of Premises**

*Associated back up materials attached:*

- *Application with Departmental Approvals*

#### ***Proposed Motion:***

I move that the Board approve the temporary outdoor seating and liquor license alteration of premises for the ??? to include the ??? tables ??? requested directly outside of the restaurant as discussed.

# AGENDA ITEM

## #16

### **Discussion/Vote: Passage of HEROES Act Request Letter to Federal Legislators**

#### *Associated back up materials attached:*

- *Proposed letter to the Federal Legislators requesting passage of the HEROES Act*

#### ***Proposed Motion:***

I move that the Board approve the letter to the Federal Legislators requesting passage of the HEROES Act as discussed.

*Board Members*

Dennis Crowley  
Richard D'Innocenzo  
John Foresto  
Glenn Trindade  
Maryjane White



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

**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**  
**BOARD OF SELECTMEN**

June 15, 2020

The Honorable Elizabeth Warren  
309 Hart Senate Office Building  
Washington, DC 20510

Dear Senator Warren,

The Medway Board of Selectmen would like to express our gratitude for your efforts to assist Massachusetts during the unprecedented COVID-19 crisis. Federal support has been invaluable to managing public health and to maintaining a stable economy. At this time, we would like to ask for your continued help in addressing the ongoing public health and economic challenges we are facing.

The HEROES Act legislation passed by the House of Representatives on May 15 has much needed financial support for Massachusetts and our community. On behalf of the Town of Medway, we would like to express our strong support for the \$750 billion in state and local fiscal relief. As you are aware, the Commonwealth of Massachusetts is currently facing a nearly \$8 billion dollar deficit, a deficit so large that state leaders will likely turn to devastating local aid reductions to help close that gap. In Medway, that can have a significant impact on our ability to deliver the level of services, from public safety, to education, to public works, that our residents rely on day in and day out. We simply cannot allow that to happen at a time when said services are so critical to our response to COVID-19 and other health and safety missions. In addition, we would also ask that Congress ease the restrictions on Coronavirus Relief Funds to enable more flexible use of these funds and eliminate cost-sharing requirements for federal FEMA reimbursements.

Your contributions to legislation thus far have been crucial for our ongoing response efforts, but further action is needed. We ask that you and your colleagues in the Senate act quickly to finalize this next COVID-19 response bill which includes the funding provisions highlighted in this letter. Our frontline workers who have gone above and beyond during this pandemic response, specifically our police officers, firefighters, and teachers across the State and Nation, are all at risk without additional federal support.

We invite you to call on us with any questions you may have or assistance you may need.

Thank you for your continued support and advocacy on behalf of the residents of the Commonwealth and most especially right here in Medway.

Sincerely,

John Foresto  
Chairman  
Medway Board of Selectmen  
Selectmen

Glenn Trindade  
Vice Chair  
Medway Board of Selectmen

Dennis Crowley  
Clerk  
Medway Board of

Richard D'Innocenzo  
Member  
Medway Board of Selectmen

Maryjane White  
Member  
Medway Board of Selectmen

C: Senator Edward J. Markey  
Congressman Joseph P. Kennedy, III

# AGENDA ITEM

## #17

### Action Items from Previous Meeting

*Associated back up materials attached:*

- *Action Items dated 5/4/2020*

	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 July 2020
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	Report to BOS usage of Electronic Vehicle Charging Station	DPW	April 2021
9	4/16/2019	Follow up on Dog Policy/By-law update re: Allowing on Trails if on leash	By-Law Committee	???
10	8/6/2019	Status on Grant Funding for Solar at New DPW Facility	DPW	Ongoing
11	8/6/2019	Assess Efficacy of Signage throughout Medway	Sandy Johnston	???
12	12/16/2019	Review data results from Cybersecurity State Grant	Rich Boucher	June 15, 2020
13	1/6/2020	Report on Sewer Capacity from CRPCD	DPW	July 2020
14	2/3/2020	Updated Road and Sidewalk plan	DPW	March 2021
15	4/6/2020	Lawrence Waste Trash & Recycling Rollout Plan	DPW	May 2020
16	4/6/2020	Water/Sewer Informational Flyer	DPW	May 2020
17	4/6/2020	Develop Policy for Waiving of a Performance Bond	DPW & TA	??
18	4/21/2020	Charging Fees for Fire Systems Testing for New Construction	DPW	??
19	4/21/2020	13 & 15R Populatic Street--Decision on Home on Property once Treatment Plant is completed	BOS	TBD

# **AGENDA ITEM**

## **#18**

### **Town Manager's Report**

*No associated back up materials.*

# AGENDA ITEM

## #19

### Selectmen's Reports

*No associated back up materials.*