

Board of Selectmen

Dennis P. Crowley, Chair

John A. Foresto, Vice-Chair

Richard A. D'Innocenzo, Clerk

Glenn D. 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's Meeting

October 21, 2014, 7:00 PM

Presentation Room, Middle School

45 Holliston Street

Agenda

7:00 PM

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

Other Business

1. Authorization of Chairman to Execute Contract for Council on Aging Nursing Services – Linda Hastings - \$7,000
2. Approval of Fall Town Meeting Warrant Article Addition – Utility Easements for Route 109 Project (Article 17); Vote on Potential Town Counsel Recommended Changes to Zoning Articles 21 (Commercial District I) and 22 (ARCPUD); Vote Recommendations for Articles 10 (Prior Year Bills) and 17 (Rt 109 Utility Easement Grants); Review of Budget Articles
3. Vote to Close Fall Town Meeting Warrant and Post
4. Authorization of Chairman to Approve Invoices Related to Middle School Renovation Project and the Middle School Site Improvement Project
5. Approval – One-Day Alcohol License – William & Sue Shelley – Thayer Homestead – October 25, 2014
6. Action Items from Previous Meeting
7. Approval of Warrants
8. Approval of Minutes
9. Town Administrator's Report
10. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

November 3, 2014 ---- Regular Meeting

November 10, 2014 ---Fall Town Meeting

Authorization of Chairman to Execute Contract for Council on Aging Nursing Services

BACKGROUND:

AGENDA ITEM #1

Annual contract for nursing services.

- Contract attached.

ADDITIONAL DETAILS:

Proposed motion: I move that the Board authorize the Chairman to execute the contract for Council on Aging Nursing Services as presented.

AGREEMENT FOR CONTRACT NURSE

This contract made this 16th day of June, 2014 by and between the Town of Medway, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 155 Village Street in said Medway hereinafter referred to as the "Town" and Linda Hastings, 6 Maple Terrace, Plainville, MA 02762, an individual doing business as an independent consultant (hereinafter referred to as the "Nurse"). The Town hereby retains the Nurse to provide nursing services for the Medway Council on Aging upon the following terms and conditions:

NOW, THEREFORE, the Town and Contractor agree as follows:

1. **Contract Documents:** This Agreement and the Medway Council on Aging Nurse Description (Attachment A). These Contract Agreements constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Nurse shall furnish services related to the Program in accordance with Attachment A, as well as, all services necessary or incidental thereto.
3. **Standard Contract Term:** The Nurse shall begin services on July 1, 2014 and this contract will expire on June 30, 2016, or until funds are exhausted. This contract is subject to appropriation of funds by the Medway Town Meeting. In addition to the provisions of paragraph 11 of this Agreement, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
4. **Payment for Work:** The Town shall make monthly payments for the services. Invoices for payment shall be submitted by the Nurse to the Town on a monthly basis. The Town shall make monthly progress payments on the basis of the progress of the work completed at a rate of thirty five dollars (\$35.00) per hour not to exceed \$7,000.00 per fiscal year. The Town shall make payments within forty five (45) days after its receipt.
5. **Limitation on Town Liability:** The Town's liability hereunder shall be limited to the amounts due the nurse for services actually rendered.
6. **Privacy Policy:** The Nurse shall have in place Policy and Procedures to protect the confidentiality and privacy of individual or clients referred to under this Nurse's Agreement.
7. **Nurse's Standard of Care:** The Nurse shall perform her services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Health Care

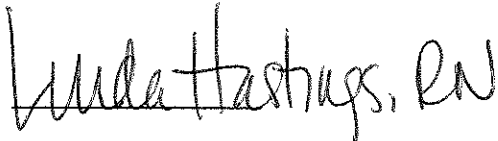
Facilities. The Nurse represents and warrants that she is familiar with and knowledgeable about Medical Services for the elderly, including diabetes, heart disease and stroke.

8. Insurance: The Town will require a Certificate of Insurance, indicating General Liability, Professional Liability with minimum limits of \$1,000,000.00 each. The Town will require the Certificate of Insurance to include naming the Town of Medway as an additional insured.
9. Independent Contractor: The Nurse is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Nurse. The Nurse is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
10. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Nurse shall assign or transfer any interest in the Agreement without the written consent of the other.
11. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Nurse neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Nurse within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Nurse approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Nurse shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent to acquiesce in appointment of any trustee, receiver or liquidation of any of the Nurse's property.
 - b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Nurse thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Nurse shall immediately cease to incur expenses pursuant to this Agreement unless otherwise direct in the Town's termination notice. The Nurse shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property – Upon termination, the Nurse shall immediately return to the Town, without limitation, all document and items of any nature whatever, supplied to the Nurse by the Town or developed by the Nurse in accordance with this Agreement.
12. Notice: Any and all notices or communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by

registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service.

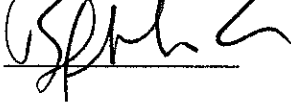
13. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
14. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Nurse submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.
15. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations, either written or oral and it shall not be modified or amended except the written documents executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.



Linda Hastings, Nurse

Approved as to Form



Barbara St. Andre, Town Attorney

Town of Medway, MA

Dennis Crowley, Chairman, Board of Selectmen

By:



Carol Pratt, Town Accountant

01541002 5383

Exhibit A

SCOPE OF SERVICES FOR MEDWAY COUNCIL ON AGING NURSE

The Medway Council on Aging Nurse will provide up to 5 hours a week of services, for 44 weeks per year.

The Medway Council on Aging Nurse will provide nursing services as needed to the Medway Council on Aging, including weekly blood pressure checks and blood sugar checks.

The Nurse will lead Wellness Programs, including evidence based programs such as Matter of Balance and Healthy Eating Programs.

The Nurse will coordinate or lead monthly health issue lectures



HEALTHCARE PROVIDERS
GENERAL LIABILITY COVERAGE PART

OCCURRENCE

THIS IS AN OCCURRENCE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM WHICH IS THE RESULT OF INJURY OR DAMAGE THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION OF THE POLICY PERIOD STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY.

I. COVERAGE AGREEMENT

A. GENERAL LIABILITY

Subject to paragraph B below, we will pay all amounts, up to the General Liability limit of liability stated on the **certificate of insurance**, which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury** or **damage** to which this coverage part applies. We will also pay **claim expenses**. The **injury** or **damage** must be caused by an **occurrence** that happens anywhere in the world, including the **workplace** during the **policy period**.

B. FIRE & WATER LEGAL LIABILITY

With respect to the **named insured's** legal liability for **damage** to property in which the **named insured** does not have a financial interest or own, caused by:

1. fire;
2. discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators;

we will pay up to \$250,000 provided that the **named insured** does not assume liability under a contract or agreement greater than is imposed by law. The **damage** must be caused by an **occurrence** that happens anywhere in the world, including the **workplace**, during the **policy period**.

C. PERSONAL LIABILITY

Where the **named insured** is a natural person, we will pay all amounts, up to the Personal Liability limit of liability stated on the **certificate of insurance**, that the **named insured** becomes legally obligated to pay for **injury** or **damage** as a result of a **personal liability claim**. The **injury** or **damage** must be caused by an **occurrence** that happens at **named insured's residence** and arises out of **named insured's** non-business activities. This coverage shall not apply to **damage** to property the **named insured** owns, rents, occupies or uses, or which is in the **named insured's** care, custody or control.

Coverage for **personal liability claims** will only apply if the **named insured** is a natural person with no **employees**.

II. DEFENSE AND SETTLEMENT

We have the right and duty to defend any **claim**. We will:

- A. do this even if any of the charges of the **claim** are groundless, false or fraudulent;
- B. investigate and settle any **claim** as we feel appropriate.

Our payment of the limit of liability ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Coverage Part.

III. ADDITIONAL DEFINITIONS

For purposes of this coverage part only, words in bold have the meaning set forth below:

"Host Liquor Liability" means **injury** or **damage** arising out of the giving or serving of alcoholic beverages at functions incidental to **your** business providing:

1. **you** are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. there has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by **you**, or at **your** direction.

"Injury" means bodily **injury**, sickness, disease, mental or emotional distress sustained by a person, or death.

"Insured Contract" means:

1. a lease of **business premises**;
2. a sidetrack agreement;
3. an easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to the **named insured's** business, including an indemnification of a municipality in connection with work performed for a municipality, under which the **named insured** assumes the tort liability of another party to pay for **injury** or **damage** to a third party if the contract or agreement is made prior to the **injury** or **damage**.

"Insured Contract" does not mean that part of any contract or agreement:

1. that indemnifies any entity for **injury** or **damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for **injury** or **damage** arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the **injury** or **damage**; or
3. that indemnifies any entity for **damage** by fire to **business premises** rented or loaned to the **named insured**.

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **injury** or **damage**.

"Personal liability claim" means a **claim** arising out of **injury** or **damage** to a third party that happens at the **named insured's** personal **residence** and arises out of non-business activity.

"Product" means:

1. any healthcare goods or items manufactured or modified by:
 - a. the **named insured**; or
 - b. others trading under the **named insured's** name; or
 - c. an entity whose business or assets the **named insured** has acquired; or
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

“**Product**” does not include real property, or any goods and items that the **named insured** sells.

“**Products Liability**” means **injury or damage** caused by a **product**.

“**You**” or “**Your**” means the **named insured** and, if the **named insured** is not a natural person:

1. any individual who, during the **policy period**, is or becomes a partner, officer, director, stockholder-**employee**, manager, member or **employee** of the **named insured**, but only while acting within the scope of their employment by the **named insured**; or
2. any individual who, during the **policy period**, is or becomes a substitute health care provider, other than a physician, dentist, nurse anesthetist, nurse mid-wife, chiropractor, self-employed perfusionist, or podiatrist, that the **named insured** contracts with, but only while acting within the scope of their employment by the **named insured**; or
3. any individual previously affiliated with the **named insured** as its partner, officer, director, stockholder-**employee**, manager, member or **employee** but only while acting within the scope of their employment by the **named insured**, during the course of such employment.

IV. EXCLUSIONS

We will not defend any **claim** for, or pay any amounts, including **claim expenses**, based on, arising out of, or related to:

A. **injury to:**

1. an **employee** of the **named insured** arising out of and in the course of employment by the **named insured**; or
2. a **family member** of that **employee** as a consequence of 1 above; or
3. the **named insured's family member**.

This exclusion applies:

1. whether the **named insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share amounts with or repay someone else who must pay amounts because of the **injury or damage**;

B. amounts which the **named insured** or any party must pay under any unemployment or workers' compensation, disability benefits, or other similar law;

C. **injury or damage** resulting from any **professional services, placement services or personal injury**;

D. any liability the **named insured** assumes under any contract or agreement, other than an **insured contract**. This exclusion does not apply to:

1. liability the **named insured** assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to **your** alleged negligence; or
2. a warranty of fitness or quality of any therapeutic agents or supplies the **named insured** has furnished or supplied in connection with treatment **you** have performed;

E. any liability **you** have for a business or profession, including **consulting services**, other than that named on the **certificate of insurance**;

F. **injury or damage** resulting from an **occurrence** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, we will pay only **claim expenses** related to such defense;

G. **injury or damage** for which **you** may be held liable as a result of:

1. causing or contributing to the alcoholic beverage intoxication of any person; or

2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

This exclusion does not apply to **host liquor liability**;

- H. **injury or damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **you** owning, using, taking care of, operating, leasing or renting, loading or unloading of patients or property from, transporting patients in, or entrusting to others an **auto**, mobile equipment, watercraft or aircraft, including an **auto**, mobile equipment, watercraft or aircraft which is loaned to the **named insured** or which is operated for the **named insured** by its **employee**, including an **employee-owned auto**;
- I. loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;
- J. the return or withdrawal of fees or government payments imposed directly upon **you**; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;
- K. **injury or damage you** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury or damage** resulting from the use of reasonable force to protect persons or property;
- L. any **claim** arising out of actual or alleged involvement in any:
 1. federal or state anti-trust law violation; or
 2. agreement or conspiracy to restrain trade;
- M. any loss, cost or expense:
 1. which would not have happened, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or
 2. arising out of any:
 - a. **claim** or suit by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
 - b. request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
- N. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**; or that may be awarded or incurred:
 1. by reason of a **claim** or suit relating to **asbestos**; or
 2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of **asbestos**;
- O. **damage** to property **you** own, rent or occupy, hold for sale, or which has been given to **you** for storage or safekeeping except to the extent coverage would apply under Section I, paragraph B, Fire & Water legal liability;
- P. loss of use of tangible property which has not been physically damaged if:
 1. a delay in or lack of performance has been caused by or on **your** behalf under any contract or agreement; or
 2. **products** or work completed on the **named insured's** behalf do not meet the standards the **named insured** has warranted or represented;We will cover loss of use of tangible property if:
 1. the loss results from a sudden and accidental physical **damage** to or destruction of **products** or work completed by or on the **named insured's** behalf; and
 2. **products** or work has been put to use by a person or organization other than the **named insured**;

- Q. **damage** to property while on the **business premises** to have operations performed on the property by or on the **named insured's** behalf;
- R. **damage** to tools or equipment while being used to perform operations;
- S. **damage** to property in **your** custody which **you** are to install, erect or use in any construction;
- T. **damage** to any property away from the **business premises**:
 - 1. upon which **you** or someone on **your** behalf is performing operations at the time the **damage** occurs; or
 - 2. which must be restored, repaired or replaced because of faulty workmanship by or on **your** behalf;
- U. **injury** or **damage** on leased **business premises**:
 - 1. after the **named insured** ceases to be a tenant of the leased **business premises**; or
 - 2. for structural alterations, new construction or demolition operations performed by or for the owner of the **business premises**.
- V. any act of sexual intimacy, sexual molestation or sexual **assault**. We shall provide **you** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you**;
- W. any direct or consequential **injury** or **damage** arising out of any:
 - 1. refusal to employ; or
 - 2. termination of employment; or
 - 3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, act or omissions;
- X. by or on behalf of **you** against any other of **you**.

V. LIMIT OF LIABILITY

A. Each Occurrence

The limit of liability stated on the **certificate of insurance** for each **occurrence**, is the limit of our liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

B. Aggregate

Subject to provision A. above, the total limit of our liability for all **injury** and **damage** shall not exceed the limit of liability stated on the **certificate of insurance** as aggregate. The aggregate limit of liability applies to each **policy period** for all **occurrences** for which **claims** are made.

C. Claim expenses are in addition to the limit of liability.

VI. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE OR CLAIM

The **named insured** must notify us, or our program administrator, in writing, as soon as practicable, of an **occurrence**, an offense which may result in a **claim**, or a **claim**. To the extent possible, notice should include:

- A. How, when and where the **occurrence**, offense or **claim** took place;
- B. The names and addresses of any injured persons or witnesses; and
- C. The nature and location of any **injury** or **damage** arising out of the **occurrence**, offense or **claim**.

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

Additional Insured – General Liability

In consideration of the premium paid, and subject to the General Liability limit of liability shown on the certificate of insurance, it is agreed that the **GENERAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "Additional Insured") is an insured under this Coverage Part but only as respects its liability arising out of named insured's operations, or premises owned by or rented by the named insured and solely to the extent that:

1. a general liability claim is made against the named insured and the additional insured; and
2. in any ensuing litigation arising out of such claim, the named insured and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for an occurrence that is the direct liability of the additional insured.

Additional Insured: Town of Medway
155 Village St
Medway, MA 02053

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
1	298528272	Linda Hastings	09/01/14

G-123827-B (07/2001)

JMH 09/30/14

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

Additional Insured – Person or Entity

In consideration of the premium paid, and subject to the Professional Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **PROFESSIONAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "Additional Insured") is an insured under this Coverage Part but only as respects its liability for **your medical incidents** and solely to the extent that:

1. a **professional liability claim** is made against **you** and the additional insured; and
2. in any ensuing litigation arising out of such **claim**, **you** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for a **medical incident** that is the direct liability of the additional insured.

Additional Insured: Medway

155 Village St

Medway, MA 02053

Additional Premium: \$ 58.00

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
1	298528272	Linda Hastings	03/06/13

G-121486-B (07/2001)

MB 03/12/13

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at www.nso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
G-123846-D20	Massachusetts Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL19904	Exclusion of Cosmetic Procedures

OPTIONAL ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121486-B	Additional Insured Non - Healthcare Entity

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association.

Form#: G-141241-B (03/2010)

Master Policy#: 188711433

Named Insured: Linda Hastings

Policy#: 0298528272



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance



OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0298528272-8	From 07/13/14 to 07/13/15 at 12:01 AM Standard Time

Named Insured

Linda Hastings
6 Maple Ter
Plainville, MA 02762-1962

Program Administered by:

Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-247-1500
www.nso.com

Medical Specialty **Code**

Registered Nurse 80964
Excludes Cosmetic Procedures

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

Professional Liability \$1,000,000 each claim \$6,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000 per proceeding	\$ 25,000 aggregate
Defendant Expense Benefit	\$ 1,000 per day limit	\$ 25,000 aggregate
Deposition Representation	\$ 10,000 per deposition	\$ 10,000 aggregate
Assault	\$ 25,000 per incident	\$ 25,000 aggregate
<i>Includes Workplace Violence Counseling</i>		
Medical Payments	\$ 25,000 per person	\$ 100,000 aggregate
First Aid	\$ 10,000 per incident	\$ 10,000 aggregate
Damage to Property of Others	\$ 10,000 per incident	\$ 10,000 aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000 per incident	\$ 25,000 aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total: \$545.00

Premium reflects self-employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 GSL13424 GSL15563
GSL15564 GSL15565 GSL17101 G-123846-D20 G-121486-B GSL19904

Thomas F. Moloney
Chairman of the Board

John A. Walker
Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Form #: G-141241-B (3/2010)

Master Policy: 188711433

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

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

Individual:

<u>Linda Hastings, RN</u>	<u>6/10/14</u>
Signature	Date
<u>LINDA HASTINGS</u>	<u>072584529</u>
Name (Please print or type)	Social Security Number

Corporate

Corporate Name (please print or type)

Signature of Corporate Officer

Date

Name of Corporate Officer (please print or type)

Title

Taxpayer Identification Number

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

Approval of Fall Town Meeting Warrant Article Addition – Utility Easements for Route 109 Project (Article 17); Vote on Potential Town Counsel Recommended Changes to Zoning Articles 21 (Commercial District I) and 22 (ARCPUD); Vote Recommendations for Articles 10 (Prior Year Bills) and 17 (Rt 109 Utility Easement Grants); Review of Budget Articles

BACKGROUND:

AGENDA ITEM #2

Action needed on following outstanding items:

1. Approval of Fall Town Meeting Warrant Article Addition – Utility Easements for Route 109 Project (Article 17)
2. Vote on potential Town Counsel recommended changes to Zoning Articles 21 (Commercial District I) and 22 (ARCPUD)
3. Vote recommendations for Articles 10 (Prior Year Bills) and 17 (Rt 109 Utility Easement Grants)

- Draft warrant attached.
- Town Counsel recommendations for zoning article amendments attached.

ADDITIONAL DETAILS:

Proposed motions:

1. I move that the Board add an article to the Fall Town Meeting warrant to authorize utility easement grants associated with the Rt 109 project.
2. I move that the Board authorize language changes recommended by Town Counsel to zoning bylaw articles 21 - Commercial District 1 - and 22 - Adult Retired Community Planned Unit Development - should the Planning and Economic Development Board adopt these changes at its meeting on October 21, 2014.
3. I move that the Board recommend for approval articles 10 - prior year bills - and 16 - Rt 109 utility easement grants.

**TOWN OF MEDWAY
WARRANT FOR 2014
FALL TOWN MEETING - *DRAFT***

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the Medway High School Auditorium, 88 Summer Street, on Monday, November 10, 2014 at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Fiscal Year 2015 Budget Appropriation)

To see if the Town will vote to raise and appropriate the sum of \$229,943 to the following Fiscal Year 2015 departmental accounts in the amounts shown:

Dept. No.	Dept. Name	Amount
01210	Police	\$ 58,000
01220	Fire	\$ 20,000
01241	Inspectional Services	\$ 12,500
01422	Public Services	\$114,443
01610	Library	\$ 25,000

Or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Free Cash Appropriation: OPEB Trust Account)

To see if the Town will transfer the sum of \$150,000 from Certified Free Cash to the Other Post-Employment Benefits (OPEB) Trust Account, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Rescind Borrowing: Deficit Financing)

To see if the Town will vote to rescind \$1,000,000 unissued balance of the \$3,000,000 authorized by vote of the Town under Article 2 of the March 20, 2006 Special Town Meeting and further authorized by the Commonwealth of Massachusetts by Special Legislation Chapter 70 of the Acts of 2006 for deficit financing, or to take any other action relative thereto.

FINANCE DIRECTOR/TREASURER

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Rescind Borrowing: Middle School Project)

To see if the Town will vote to rescind the \$9,600,000 unissued balance of the \$22,100,000 authorized by vote of the Town under Article 8 of the November 15, 2010 Fall Town Meeting, or to take any other action relative thereto.

FINANCE DIRECTOR/TREASURER

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Free Cash Appropriation: Medway Design Guidelines)

To see if the Town will vote to transfer the sum of \$15,000 from Certified Free Cash for a review and revision of the Medway Design Guidelines, or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Free Cash Appropriation: Choate Park Building Maintenance Repairs)

To see if the Town will vote to transfer the sum of \$35,000 from Certified Free Cash to supplement the \$50,000 appropriation authorized under Article 7 of the May 14, 2014 Annual

Town Meeting to complete the repair of the Choate Park Building, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Free Cash Appropriation: Urban Renewal Plan for Oak Grove)
To see if the Town will vote to transfer the sum of \$80,000 from Certified Free Cash for the purpose of funding the preparation of an Urban Renewal Plan consistent with the requirements of Massachusetts General Law Chapter 121B for the Oak Grove Park area depicted on Assessor's Map 99, Oak Grove Insert Map, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Water Retained Earnings Appropriation: Purchase Chlorinators)
To see if the Town will vote to transfer the sum of \$165,000 from Water Retained Earnings for the purpose of purchasing and installing chlorinators in the Town's water tanks, or to act in any manner relating thereto.

DEPT. OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Free Cash Appropriation: Fund Streetlight Conversion to LED)
To see if the Town will vote to transfer the sum of \$20,000 from Certified Free Cash for the purpose of funding the Town's matching funds for a Mass Dept. of Energy Resources grant for streetlight conversion to LED, or to act in any manner relating thereto.

DEPT. OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Prior Year Bills)

To see if the Town will vote to authorize payment of a Fiscal Year 2014 unemployment insurance invoice in the amount of \$2,204 to be paid for from the Fiscal Year 2015 unemployment insurance account of the Town, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (CPA Fund Transfer: Amphitheater)

To see if the Town will vote to transfer the sum of \$20,000 from Community Preservation Act Fund Open Space Reserves to the Open Space Committee for the purpose of establishing handicap accessibility to the Amphitheater, or to act in any manner relating thereto.

OPEN SPACE COMMITTEE

BOARD OF SELECTMEN RECOMMENDATION: TBD

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 12: (CPA Fund Transfer: Housing Production Plan)

To see if the Town will vote to transfer the sum of \$6,800 from Community Preservation Act Fund Community Housing Reserves to the Affordable Housing Trust for the purpose of funding an update to the 2010 Medway Housing Production Plan in order to comply with May, 2013 Guidelines, or act in any manner relating thereto.

AFFORDABLE HOUSING TRUST

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 13: (Adjustment: Community Preservation Fund Statutory Set-Aside)

To see if the Town will vote to authorize the Town Accountant, with the approval of the Community Preservation Committee, to adjust the set-aside balances from prior fiscal years within the Community Preservation Fund account to comply with the statutory requirement to set aside for later spending not less than ten percent of the Community Preservation Fund annual revenues for each fiscal year in open space, for historic resources, and for community housing respectively, as required by Chapter 44B, section 6 of the Massachusetts General Laws, or to act in any manner relating thereto.

ARTICLE 15: (Street, Drainage Parcel and Infrastructure Acceptance: Morningside Drive)

To see if the Town will vote to accept as a public way, the following street as laid out by the Board of Selectmen and as shown on a plan on file in the Office of the Town Clerk:

Morningside Drive in its entirety from Station 0+00 beginning at its intersection with Holliston Street to its end at Station 5+27.55 as shown on the *Street Acceptance Plan for Morningside Drive in Medway, MA* dated 10/7/2014, prepared by Outback Engineering of Middleborough, MA.

And further to see if the Town will vote authorize the Board of Selectmen to accept as a gift from Fox Run Development Group LLC of Lincoln, RI, one parcel of land totaling 9,236 square feet, more or less, shown as Parcel A on “*Modification to Comprehensive Permit, Subdivision Lotting Plan, Fox Run Farm*” by Outback Engineering, dated May 24, 2011, recorded at the Norfolk County Registry of Deeds in Plan Book 610, Page 62, also known as 0 Morningside Drive/Medway Assessors’ Parcel 22-053-008, said land to be used by the Town for stormwater drainage purposes.

And further to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, and to accept the deed or deeds to the Town of a fee simple interest or easements in said streets and any associated drainage, utility or other easements for said streets, and for any trail or public access easements and to appropriate a sum of money for this purpose and any related expenses;

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: TBD

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Easement Acceptance: Applegate Subdivision)

To see if the Town will vote to authorize the Board of Selectmen to accept as a gift the permanent utility and access easements shown on a plan entitled “Amended Definitive Subdivision Plan ‘Applegate Farm’ Twelve Lot Single Family Residential Subdivision, Medway, Massachusetts,” prepared by GLM Engineering, Inc., dated February 20, 2013, last revised April 28, 2014, and further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article; or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 17: (Utility Easement Grants: Rt 109 Project)

To see if the Town will vote to authorize the Board of Selectmen to grant utility easements to facilitate the Route 109 project authorized by vote of the May 12, 2014 Annual Town Meeting, Article 29, for the minimum price of one dollar and on such terms and conditions as the Board of Selectmen deem to be in the best interests of the Town, and authorize the Board of Selectmen and other town officials to take all actions necessary to carry out the purposes of this article, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 18: (Utility Easement Grant: Adams St Athletic Field)

To see if the town will vote to transfer to the Board of Selectmen to the extent necessary, and authorize the Board of Selectmen to convey a utility access easement over a portion of the Town's property at 0 Adams Street, Medway Assessors' Parcel 29-020, for the limited purpose of maintaining an existing transformer currently operated by NSTAR, provided that said easement shall not interfere with the Town's use of the property at 0 Adams Street, on such terms as the Board of Selectmen shall deem to be in the best interests of the Town, and to authorize the Board of Selectmen and other town officials to do all acts necessary to carry out the purposes of this article, or take any other action related thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 19: (Zoning Map Revision: Portions of ARII to Commercial V)

To see if the Town of Medway will vote to rezone the following parcels from Agricultural Residential II district zoning to Commercial V district zoning as shown on a map on file with the Town Clerk and to amend the Medway Zoning Map accordingly.

- 1.38 acre parcel at 32 Summer Street (Berry's Greenhouse) - Medway Assessor's parcel 56-041
- 0.09 acre parcel at 37 Summer Street (Alexander) - Medway Assessor's parcel 56-017
- 0.67 acre parcel at 35 Summer Street (Alexander) - Medway Assessor's parcel 56-018
- 0.42 acre parcel at 33 Summer Street (Notturmo) - Medway Assessor's parcel 56-019

0.34 acre parcel at 31 Summer Street (PMAM Group LLC) - Medway Assessor's parcel 56-020
0.52 acre parcel at 37 Milford Street (Bain) - Medway Assessor's parcel 56-036

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 20: (Zoning Map Revision: Adaptive Use Overlay District)
To see if the Town of Medway will vote to amend the Medway Zoning Map to depict the location and boundaries of the Medway Mill Conversion Subdistrict, all of which is located at 165 Main Street, Medway Assessor's Parcel 48-092, and is within the Adaptive Use Overlay District, as shown on a map on file with the Medway Town Clerk.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 21: (Amend Zoning Bylaw: Commercial District I)
To see if the Town of Medway will vote to amend the Medway Zoning Bylaw by deleting Sub-Section G. Commercial District I in SECTION V. USE REGULATIONS and replacing it as follows: NOTE – Added text is noted in **Bold**; text to be deleted is shown as ~~stricken through~~.

G. COMMERCIAL DISTRICT I

1. **Purpose: To encourage the development and redevelopment of the district in a manner that represents the qualities, functions, and architectural features of a traditional New England town center as guided by the *Medway Design Review Guidelines*. Such features and functions include mixed business, service, civic, institutional and/or residential uses which are arranged in a compact pattern that is conducive to pedestrian access and use.**
2. Buildings, structures and premises may be used for any of the following purposes and uses customarily accessory thereto but no others, subject to the regulations and conditions enumerated herein:
 - a) Municipal use
 - b) Retail Sales

- c) Offices for business or professional use
- d) Salesroom for motor vehicles, trailers, boats, farm implements or machinery with repair services and storage permitted but not including auto body, welding or soldering shops
- e) Undertaking establishment or funeral home
- f) Restaurant or other establishment providing food and beverage within a building. **Outdoor dining may be permitted by the Building Inspector upon a determination that the location of the seating does not represent a safety hazard.**
- g) Bank or other financial institution
- h) Personal care services such as but not limited to barber shops, beauty parlors, and nail salons
- i) **Services such as but not limited to health care, fitness facility, and other miscellaneous business and social/human services**
- j) Repair shops for small electronic equipment, appliances and tools
- k) **Schools**
- l) Any of the following uses if authorized by special permit:
 - 1) Live entertainment within a building.
 - 2) Motel or hotel
 - 3) Commercial indoor amusement or recreation place or place of assembly
 - 4) Vehicle Fuel Station
 - 5) Automotive car wash
 - 6) Shopping
 - 7) Drive-thru facility
 - 8) Kennel
 - 9) Vehicle Repair
 - 10) Assisted living residence facility as defined by M.G.L, chapter 19D.
 - 11) **Mixed Use Development – A combination of multi-family dwelling units with any of the by right and/or special permit uses specified herein.**

3. **Coordination of Special Permit and Site Plan Review - In order to facilitate a streamlined permitting process, when the scope of the development project necessitates major or minor site plan review pursuant to SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval of the Medway**

Zoning Bylaw, the special permit granting authority shall be the Planning and Economic Development Board so that the special permit and site plan reviews can be consolidated and conducted concurrently. Otherwise, the special permit granting authority shall be the Zoning Board of Appeals.

4. By-right uses shall comply with the following dimensional regulations:
 - a) Minimum lot size: 20,000 sq. ft.
 - b) Maximum lot coverage, including accessory buildings: 30%
 - c) Minimum continuous frontage: 100 ft.
 - d) Minimum front-yard setback: 50 ft. of which the first 10 ft. nearest the street line shall not be used for the parking or storage of vehicles and shall be suitably landscaped
 - e) Minimum side-yard and rear-yard setback: 25 ft. of which the first 10 ft. nearest each lot line, if the adjacent use is residential in whole or in part, shall not be used for the parking or storage of vehicles and shall be suitably landscaped
 - f) Maximum building height: 40 ft. ~~A height greater than 40 ft. up to a maximum of 60' may be allowed by special permit from the Planning and Economic Development Board.~~

5. **Special Permit Regulations – The following provisions shall apply to Special Permit Uses and are also available to applicants for “By Right” uses who wish to seek a Special Permit to achieve flexible site design.**
 - a) **Dimensional Requirements**
 - 1) **Minimum lot size: 10,000 sq. ft.**
 - 2) **Minimum continuous frontage: 50 ft.**
 - 3) **Minimum front-yard setback: Principle buildings shall be set back a minimum of 10 feet from the front lot line. Architectural features such as bay windows, porches, balconies, porticos, canopies, etc. shall not be subject to the 10-foot minimum setback.**
 - 4) **Minimum side-yard and rear-yard setback: For lot lines abutting a residential zoning district, 25 ft. of which the first 10 ft. nearest each lot line shall not be used for the parking or storage of vehicles and shall be suitably landscaped. There is no side-yard or rear-yard setback for properties abutting other properties within the C1 district.**

- 5) **Maximum building height: 60 ft.**
- b) **Residential Uses in a Mixed Use Development**
 - 1) **Except for assisted living residence facilities, a building comprised of 100% multi-family dwelling units shall not be permitted.**
 - 2) **In a 3 story building, no more than 67% of the gross floor area shall be comprised of multi-family dwelling units. In a 2 story building, no more than 50% of the gross floor area shall be comprised of multi-family dwelling units.**
 - 3) **Multi-family dwelling units may not be located on the ground floor of a mixed-use building or development unless:**
 - a. **the building with the multi-family dwelling units is set behind another building which has business uses on the ground floor and a front façade that faces a public way or primary access drive; or**
 - b. **the residential portion of the ground floor is set behind the business uses within the same building which has a front façade that faces a public way or primary access drive.**
 - 4) **No more than 10% of the total number of a mixed-use development's residential dwelling units shall have more than 2 bedrooms.**
- c) **A minimum of 15% of the site shall function as landscaped and/or public space. The landscaped and/or public space shall be architecturally integral to the site and/or, as appropriate and practical, to abutting sites. No space that is used for vehicular parking or circulation, or loading shall be included as landscaped and/or public space.**
- d) **Special Permit Review Criteria**
 - 1) **Special permits granted under this sub-section are not subject to the special permit criteria specified in SECTION III. Sub-Section J of this Bylaw.**
 - 2) **Before granting a special permit for the specified special permit uses or for flexible site design of by-right uses in the Commercial I zoning district, the special permit granting authority shall find that in its judgment, all of the following criteria for granting the special permit are met:**
 - a. **The proposed site design represents the qualities of a traditional**

- New England town center.
- b. The proposed site design is environmentally sustainable, Economically viable and is readily accessible to and useable by pedestrians.
 - c. The design of buildings is consistent or compatible with traditional New England architectural styles as described in the *Medway Design Review Guidelines*.
 - d. The proposed site design reflects and advances the goals and objectives of the Medway Master Plan as updated.
 - e. Adequate pedestrian and (where applicable) vehicular linkages within the site and connecting to abutting properties are provided.
 - f. Streets, driveways, sidewalks, landscaped areas and public services are laid out in a safe, economical, and efficient manner.
 - g. Any detrimental impacts of the site design on abutting properties and/or residential neighborhoods have been adequately mitigated.
 - h. The development project incorporates site design and building construction features that minimize energy consumption and reduce environmental impacts.
 - i. The site design incorporates the site's existing topography and protects natural features to the maximum extent possible.

6. Design Requirements

- a) All facades of a building that are visible from a public way or an internal pedestrian or vehicular way shall be designed in accordance with the current *Medway Design Review Guidelines* and the Design Principles and Standards included in the *Site Plan Rules and Regulations*.
- b) All sites shall include pedestrian connections to abutting commercial properties and, where appropriate, to abutting residential neighborhoods. The pedestrian connections shall be well-defined and of a design and quality that will encourage significant use.
- c) Vehicular connections to abutting sites shall be provided where practical as determined by the Planning and Economic Development Board as part of the review process. In cases where physical connections are not currently possible, easements and a design to provide for potential future connections may be required.
- d) Buildings and developments shall be made pedestrian friendly by use of amenities such as wide sidewalks/pathways, outdoor seating, and patios or

courtyards. All structures, parking, pathways and other pedestrian amenities shall be designed to maximize ease of pedestrian access.

- 7. Sustainability – New buildings constructed in the Commercial I district after the passage of this bylaw are encouraged to promote sustainability by being environmentally responsible and resource-efficient throughout a building’s life-cycle from siting to design, construction, operation, maintenance, renovation and deconstruction. This may be accomplished by incorporating sustainable materials in the construction (e.g., reused, recycled-content, or made from renewable resources); create healthy indoor environments with minimum pollutants (e.g., reduced product emissions); and/or feature landscaping that reduces water usage (e.g., by using native plants that survive without extra watering). The criteria in the current Leadership in Energy and Environmental Design (LEED), Institute for Sustainable Infrastructure (ISI), and EPA’s Green Building program offer examples of measures that will help accomplish this goal.**

AND to amend the Sub-Section H. Parking Regulations of SECTION V. USE REGULATIONS by adding the following to the Parking Requirements Schedule in Paragraph 4.

Multi-Family Dwelling in Commercial I – 1.5 spaces per dwelling unit.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 22: (Amend Zoning Bylaw: Adult Retirement Community Planned Unit Development)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD), 4. c) ARCPUD General Standards, item 4) to read as follows (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

4. c) 4) Upon approval by the Planning and Economic Development Board, an ARCPUD also may include any combination of the following accessory uses:
 - a. Local Convenience Retail;
 - b. Medical Offices or Clinics; and
 - c. Adult Day Care;

~~use of no more than 7,500 square feet of gross building area. If located within an ARCPUD development, by definition, provided that~~ the total amount of building area occupied by Local Convenience Retail uses shall not exceed 4,500 square feet and the total of all such accessory uses shall not exceed five percent (5%) of the ARCPUD's total gross building area. ~~or 7,500 square feet, whichever is greater.~~

AND to amend Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD), Paragraph 4. c) ARCPUD General Standards, item 6) as follows (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

4. c) 6) The maximum number of permitted housing units in an ARCPUD shall be determined by multiplying the gross acreage of the ARCPUD site by a factor of three (3.0). A housing unit shall be defined as equal to:
- a. A home site in an ARCPUD Residential Subdivision, a dwelling unit in an ARCPUD Independent Living Residence Facility, a townhouse, or a dwelling unit as defined in the Bylaw;
 - ~~b.~~ Two (2) dwellings or rooms in an ARCPUD Assisted Living Residence Facility or an ARCPUD Congregate Living Residence Facility, ~~provided such dwellings do not meet the definition of a dwelling unit;~~
 - c. Three (3) dwellings or rooms in an ARCPUD Long-Term Care Facility.

AND to amend Sub-Section U. 4. c) ARCPUD General Standards, by deleting item 9) in its entirety as follows (wording that is being deleted is ~~stricken~~ through):

4. c) 9) ~~Affordability—At least 10% of the total number of ARCPUD residential dwelling units, rounded up to the next higher integer, shall be designated and made available as Affordable Dwelling Units as defined in this Zoning Bylaw.~~

AND to amend Sub-Section U. 4. e) 8) ***ARCPUD Site Development Standards***, (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

8) Within the ARCPUD a minimum of two (2) off-street parking spaces shall be required for each ~~dwelling~~ housing unit as calculated in Sub-Section U. 4. c) 6). The required parking space(s) shall be provided on the same lot as the dwelling(s) or on a contiguous lot (within the ARCPUD) provided that there are easements ensuring rights of access, use and maintenance. The Planning and Economic Development Board may, as a condition of granting a special permit for the ARCPUD, require additional off-street parking areas to be provided for use in common by dwelling unit owners or residents and their guests, or reduce the required number of parking spaces based on documentation from the applicant, including but not limited to standards from the Institute of Transportation Engineers Parking Generation Manual or data from similar facilities.

AND to amend SECTION II. DEFINITIONS by inserting the following definitions in alphabetical order (new wording is underlined):

Medical Office or Clinic – An establishment primarily engaged in furnishing medical, surgical, psychiatric or other health-related services to individuals, including the offices of physicians, dentists and other health practitioners, medical and dental laboratories, out-patient care facilities, and sale or rental of medical supplies.

Adult Day Care -- Also commonly known as adult day services, is a non-residential facility that supports the health, nutritional, social support, and daily living needs of adults in professionally staffed, group settings. Services may include transitional care and short-term rehabilitation following hospital discharge.

AND to amend SECTION V. USE REGULATIONS, Sub-Section X Affordable Housing, Paragraph 3. Applicability, a) by renumbering the current item 5) to become item 6) and by inserting a new item 5) as follows (new wording is underlined):

3. a) 5) Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD) of SECTION V. USE REGULATIONS of the Medway Zoning Bylaw

AND in Paragraph 3. Applicability, c) by revising item 2) to read as follows (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

3. c) 2) ~~Adult Retirement Community~~ ARCPUD Assisted Living Residence Facility, ARCPUD Congregate Living Facility, and an ARCPUD Long Term Care Facility approved pursuant to an ARCPUD Special Permit under SECTION V. USE REGULATIONS, Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD)

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION

ARTICLE 23: (Zoning Bylaw Amendment: Temporary Special Event Signs)

To see if the Town will vote to amend the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section R. Sign Regulations, Paragraph 7 Sign Standards – All Zoning Districts, item s) as follows (new text is underlined and deleted text is ~~stricken~~ through);

7. s) Temporary special event signs advertising civic/community functions extended over a public right-of-way may be permitted upon prior approval of the Board of Selectmen. Such signs shall not require a building sign permit. ~~but shall be reviewed by the Design Review Committee and a recommendation provided to the Board of Selectmen prior to approval.~~ The Board of Selectmen may adopt a Banner Display Policy governing such signs. The Board of Selectmen

may designate the Town Administrator to approve signs under this subsection and may specify the terms and circumstances under which the Town Administrator or his designee may approve such signs, and may revoke such designation at any time.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

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

Given under our hands in Medway, this 20th day of October 2014.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

Dennis Crowley, Chairman

John Foresto, Vice-Chairman

Richard D’Innocenzo, Clerk

Glenn Trindade, Member

Maryjane White, Member

TOWN OF MEDWAY

CONSTABLE'S RETURN OF SERVICE

I, **Paul Trufant**, a duly qualified Constable of the Town of Medway, Massachusetts affirm and certify that I posted attested copies of the November 18, 2013 Fall Town Meeting Warrant dated October 21, 2013, in at least eight (8) places in Town, consisting of at least two (2) places in each precinct of the Town, in addition to posting an attested copy of said warrant on the principal bulletin board in the Town Hall.

Dated at Medway: _____

Paul Trufant, Constable

To see if the Town of Medway will vote to rezone the following parcels from Agricultural Residential II district zoning to Commercial V district zoning as shown on a map on file with the Town Clerk and to amend the Medway Zoning Map accordingly.

- 1.38 acre parcel at 32 Summer Street (Berry's Greenhouse) - Medway Assessor's parcel 56-041
- 0.09 acre parcel at 37 Summer Street (Alexander) - Medway Assessor's parcel 56-017
- 0.67 acre parcel at 35 Summer Street (Alexander) - Medway Assessor's parcel 56-018
- 0.42 acre parcel at 33 Summer Street (Notturmo) - Medway Assessor's parcel 56-019
- 0.34 acre parcel at 31 Summer Street (PMAM Group LLC) - Medway Assessor's parcel 56-020
- 0.52 acre parcel at 37 Milford Street (Bain) - Medway Assessor's parcel 56-036

Or to act in any manner relating thereto.

(Zoning Map Revision: Adaptive Use Overlay District)

To see if the Town of Medway will vote to amend the Medway Zoning Map to depict the location and boundaries of the Medway Mill Conversion Subdistrict, all of which is located at 165 Main Street, Medway Assessor's Parcel 48-092, and is within the Adaptive Use Overlay District, as shown on a map on file with the Medway Town Clerk.

Or to act in any manner relating thereto.

ARTICLE 21:

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw by deleting Sub-Section G. Commercial District I in SECTION V. USE REGULATIONS and replacing it as follows:

G. *COMMERCIAL DISTRICT I*

1. Purpose: To encourage the development and redevelopment of the district in a manner that ~~represents the qualities, functions, and architectural features of a traditional New England town center as guided by the Medway Design Review Guidelines. Such features and functions~~ includes and encourages mixed business, service, civic, institutional and/or residential uses which are arranged in a compact pattern that is conducive to pedestrian access and use.
2. Buildings, structures and premises may be used for any of the following purposes and uses customarily accessory thereto but no others, subject to the regulations and conditions enumerated herein:
 - a) Municipal use
 - b) Retail Sales
 - c) Offices for business or professional use

Commented [BSA1]: My understanding is that there is no re-zoning here, just amending the map to show the subdistrict?

- d) Salesroom for motor vehicles, trailers, boats, farm implements or machinery with repair services and storage permitted but not including auto body, welding or soldering shops
- e) Undertaking establishment or funeral home
- f) Restaurant or other establishment providing food and beverage within a building. Outdoor dining may be permitted by the Building Inspector upon a determination that the location of the seating does not ~~represent~~ ~~create~~ a ~~safety~~-hazard to pedestrians.
- g) Bank or other financial institution
- h) Personal care services such as but not limited to barber shops, beauty parlors, and nail salons
- i) Consumer Services such as but not limited to health care, fitness facility, optician, dry cleaner, laundry, florist, shoe repair, photocopy/printing, bakery, photography studio, tailor, and other similar miscellaneous-businesses and social/human services
- j) Repair shops for small electronic equipment, appliances and tools
- k) Schools
- l) Any of the following uses if authorized by special permit:
 - 1) Live entertainment within a building.
 - 2) Motel or hotel
 - 3) Commercial indoor amusement or recreation place or place of assembly
 - 4) Vehicle Fuel Station
 - 5) Automotive car wash
 - 6) Shopping center – For initial development. A turnover in tenants to the same permitted uses or to one of the above by-right uses does not require a new or amended special permit but may require site plan approval.
 - 7) Drive-thru facility
 - 8) Kennel
 - 9) Vehicle Repair
 - 10) Assisted living residence facility as defined by M.G.L, chapter 19D.
 - 11) Mixed Use Development – A combination of multi-family dwelling units with any of the by right and/or special permit uses specified herein.

Commented [BSA2]: This is vague; I am not clear what “services” means; this is a suggestion. I listed the types of consumer businesses that I typically see in local downtown areas.

- 3. Coordination of Special Permit and Site Plan Review - In order to facilitate a streamlined permitting process, when the scope of the development project necessitates major or minor site plan review pursuant to SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval of the Medway Zoning Bylaw, the special permit granting authority

shall be the Planning and Economic Development Board so that the special permit and site plan reviews can be consolidated and conducted concurrently. Otherwise, the special permit granting authority shall be the Zoning Board of Appeals.

4. By-right uses shall comply with the following dimensional regulations:

- a) Minimum lot size: 20,000 sq. ft.
- b) Maximum lot coverage, including accessory buildings: 30%
- c) Minimum continuous frontage: 100 ft.
- d) Minimum front-yard setback: 50 ft. of which the first 10 ft. nearest the street line shall not be used for the parking or storage of vehicles and shall be suitably landscaped
- e) Minimum side-yard and rear-yard setback: 25 ft. of which the first 10 ft. nearest each lot line, if the adjacent use is residential in whole or in part, shall not be used for the parking or storage of vehicles and shall be suitably landscaped
- f) Maximum building height: 40 ft.

Commented [BSA3]: Just putting on my planning hat, this seems like a lot if the aim is for a traditional down town area, especially where special permit uses or flex uses can be 10 feet back.

Commented [BSA4]: This can be difficult since uses can change; I note that below the setback depends on residential zoning district rather than use; this seems easier to administer and more consistent. Making the setback dependent on adjacent residential use may lead to inconsistencies.

5. Special Permit Regulations – The following provisions shall apply to Special Permit Uses and are also available to applicants for “By Right” uses who wish to seek a Special Permit to achieve flexible site design.

a) Dimensional Requirements

- 1) Minimum lot size: 10,000 sq. ft.
- 2) Minimum continuous frontage: 50 ft.
- 3) Minimum front-yard setback: Principle buildings shall be set back a minimum of 10 feet from the front lot line. Architectural features such as bay windows, porches, balconies, porticos, canopies, etc. shall not be subject to the 10-foot minimum setback.
- 4) Minimum side-yard and rear-yard setback: For lot lines abutting a residential zoning district, 25 ft. of which the first 10 ft. nearest each lot line shall not be used for the parking or storage of vehicles and shall be suitably landscaped. There is no side-yard or rear-yard setback for properties abutting other properties within the C1 district.
- 5) Maximum building height: 60 ft.

b) Residential Uses in a Mixed Use Development

- 1) Except for assisted living residence facilities, a building comprised of 100% multi-family dwelling units shall not be permitted.
 - 2) In a 3 story building, no more than 67% of the gross floor area shall be comprised of multi-family dwelling units. In a 2 story building, no more than 50% of the gross floor area shall be comprised of multi-family dwelling units.
 - 3) Multi-family dwelling units may not be located on the ground floor of a mixed-use building or development unless:
 - a. the building with the multi-family dwelling units is set behind another building which has business uses on the ground floor and a front façade that faces a public way or primary access drive; or
 - b. the residential portion of the ground floor is set behind the business uses within the same building which has a front façade that faces a public way or primary access drive.
 - 4) No more than 10% of the total number of a mixed-use development's residential dwelling units shall have more than 2 bedrooms.
- c) A minimum of 15% of the site shall function as landscaped and/or public space. The landscaped and/or public space shall be architecturally integral to the site and/or, as appropriate and practical, to abutting sites. No space that is used for vehicular parking or circulation, or loading shall be included as landscaped and/or public space.
- d) Special Permit Review Criteria
- 1) Special permits granted under this sub-section are not subject to the special permit criteria specified in SECTION III. Sub-Section J of this Bylaw.
 - 2) Before granting a special permit for the specified special permit uses or for flexible site design of by-right uses in the Commercial I zoning district, the special permit granting authority shall find that in its judgment, all of the following criteria for granting the special permit are met:
 - a. The proposed ~~usesite design~~ represents the qualities of a traditional New England town center.
 - b. The proposed site design is environmentally sustainable, Economically viable and is readily accessible to and useable by pedestrians.
 - c. The design of buildings is consistent or compatible with traditional New England architectural styles as described in the *Medway Design Review Guidelines*.

Commented [BSA5]: The special permit criteria set forth below seem to be more akin to site plan review criteria than special permit criteria, which focus on the use rather than site design.

Commented [BSA6]: This is not defined and is fairly subjective.

Commented [BSA7]: Again, not defined. Is economic viability and environmental sustainability a zoning concern?

Commented [BSA8]: As you know, in my opinion, zoning should be concerned with the use of land and structures, not the appearance and design.

- d. The proposed ~~usesite design~~ reflects and advances the goals and objectives of the Medway Master Plan as updated.
- e. Adequate pedestrian and (where applicable) vehicular linkages within the site and connecting to abutting properties are provided.
- f. Streets, driveways, sidewalks, landscaped areas and public services are laid out in a safe, ~~economical, and efficient~~ manner.
- g. Any detrimental impacts of the ~~usesite design~~ on abutting properties and/or residential neighborhoods have been adequately mitigated.
- h. The development project incorporates site design and building construction features that minimize energy consumption and reduce environmental impacts.
- i. The site design incorporates the site's existing topography and protects natural features to the maximum extent possible.

Commented [BSA9]: See comments above

6. Design Requirements

- a) All facades of a building that are visible from a public way or an internal pedestrian or vehicular way shall be designed in accordance with the current *Medway Design Review Guidelines* and the Design Principles and Standards included in the *Site Plan Rules and Regulations*.
- b) All sites shall include pedestrian connections to abutting commercial properties and, where appropriate, to abutting residential neighborhoods. The pedestrian connections shall be well-defined and of a design and quality that will encourage significant use.
- c) Vehicular connections to abutting sites shall be provided where practical as determined by the Planning and Economic Development Board as part of the review process. In cases where physical connections are not currently possible, easements and a design to provide for potential future connections may be required.
- d) Buildings and developments shall be made pedestrian friendly by use of amenities such as wide sidewalks/pathways, outdoor seating, and patios or courtyards. All structures, parking, pathways and other pedestrian amenities shall be designed to maximize ease of pedestrian access.

Commented [BSA10]: See comments above.

7. Sustainability – New buildings constructed in the Commercial I district after the passage of this bylaw are encouraged to promote sustainability by being environmentally responsible and resource-efficient throughout a building's life-cycle from siting to design, construction, operation, maintenance, renovation and deconstruction. This may be accomplished by incorporating sustainable materials in the construction (e.g., reused, recycled-content, or made from renewable resources); create healthy indoor environments with minimum pollutants (e.g., reduced product emissions); and/or feature landscaping that reduces water usage (e.g., by using native plants that survive without extra watering). The criteria in the current Leadership in Energy and Environmental Design (LEED), Institute for Sustainable Infrastructure (ISI), and EPA's Green Building program offer examples of measures that will help accomplish this goal.

Commented [BSA11]: A laudable goal, but not sure how it fits into the zoning by-law.

AND to amend the Sub-Section H. Parking Regulations of SECTION V. USE REGULATIONS by adding the following to the Parking Requirements Schedule in Paragraph 4.

Multi-Family Dwelling in Commercial I – 1.5 spaces per dwelling unit.

Or to act in any manner relating thereto.

ARTICLE 22:

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD), 4. c) ARCPUD General Standards, item 4) to read as follows (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

4. c) 4) Upon approval by the Planning and Economic Development Board, an ARCPUD also may include any combination of the following accessory uses:

- a. Local Convenience Retail;
- b. Medical Offices or Clinics; and
- c. Adult Day Care;

~~use of no more than 7,500 square feet of gross building area. If located within an ARCPUD development, by definition, provided that~~ the total amount of building area occupied by Local Convenience Retail uses shall not exceed 4,500 square feet and the total of all such accessory uses shall not exceed five percent (5%) of the ARCPUD's total gross building area. ~~or 7,500 square feet, whichever is greater.~~

AND to amend Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD), Paragraph 4. c) ARCPUD General Standards, item 6) as follows (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

4. c) 6) The maximum number of permitted housing units in an ARCPUD shall be determined by multiplying the gross acreage of the ARCPUD site by a factor of three (3.0). A housing unit shall be defined as equal to:

- a. A home site in an ARCPUD Residential Subdivision, a dwelling unit in an ARCPUD Independent Living Residence Facility, a townhouse, or a dwelling unit as defined in the Bylaw;
- ~~b.~~ Two (2) dwellings or rooms in an ARCPUD Assisted Living Residence Facility or an ARCPUD Congregate Living Residence Facility, ~~provided such dwellings do not meet the definition of a dwelling unit;~~
- c. Three (3) dwellings or rooms in an ARCPUD Long-Term Care Facility.

AND to amend Sub-Section U. 4. c) ARCPUD General Standards, by deleting item 9) in its entirety as follows (wording that is being deleted is ~~stricken~~ through):

4. c) 9) ~~Affordability — At least 10% of the total number of ARCPUD residential dwelling units, rounded up to the next higher integer, shall be designated and made available as Affordable Dwelling Units as defined in this Zoning Bylaw.~~

AND to amend Sub-Section U. 4. e) 8) *ARCPUD Site Development Standards*, (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

8) Within the ARCPUD a minimum of two (2) off-street parking spaces shall be required for each ~~dwelling~~ housing unit as calculated in Sub-Section U. 4. c) 6). The required parking space(s) shall be provided on the same lot as the dwelling(s) or on a contiguous lot (within the ARCPUD) provided that there are easements ensuring rights of access, use and maintenance. The Planning and Economic Development Board may, as a condition of granting a special permit for the ARCPUD, require additional off-street parking areas to be provided for use in common by dwelling unit owners or residents and their guests, or reduce the required number of parking spaces based on sufficient evidence or documentation from the applicant, including but not limited to standards from the Institute of Transportation Engineers Parking Generation Manual or data from similar facilities.

AND to amend SECTION II. DEFINITIONS by inserting the following definitions in alphabetical order (new wording is underlined):

Medical Office or Clinic – An establishment primarily engaged in furnishing medical, surgical, psychiatric or other health-related services to individuals, including the offices of physicians, dentists and other health practitioners, medical and dental laboratories, out-patient care facilities, and sale or rental of medical supplies.

Adult Day Care -- Also commonly known as adult day services, is a non-residential facility that supports the health, nutritional, social support, and daily living needs of adults in professionally staffed, group settings. Services may include transitional care and short-term rehabilitation following hospital discharge.

AND to amend SECTION V. USE REGULATIONS, Sub-Section X Affordable Housing. Paragraph 3. Applicability, a) by renumbering the current item 5) to become item 6) and by inserting a new item 5) as follows (new wording is underlined):

3. a) 5) Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD) of SECTION V. USE REGULATIONS of the Medway Zoning Bylaw

AND in Paragraph 3. Applicability, c) by revising item 2) to read as follows (new wording is underlined and wording that is being deleted is ~~stricken~~ through):

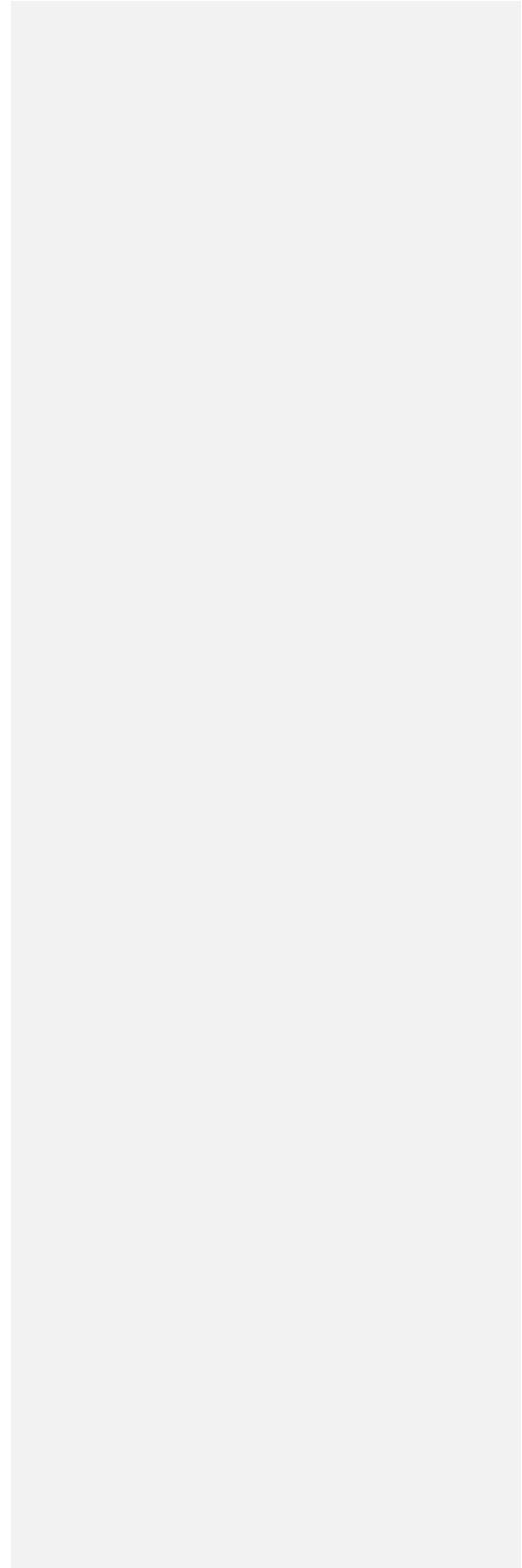
3. c) 2) ~~Adult Retirement Community~~ ARCPUD Assisted Living Residence Facility, ARCPUD Congregate Living Facility, and an ARCPUD Long Term Care Facility approved pursuant to an ARCPUD Special Permit under SECTION V. USE REGULATIONS, Sub-Section U. Adult Retirement Community Planned Unit Development (ARCPUD)

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Commented [BSA12]: I am not sure that medical and dental laboratories are generally considered a medical or dental clinic. Is the intent to allow medical and dental laboratories if they are accessory to offices or out-patient care facilities? Same question with sale or rental of medical supplies; is this by itself a medical office or clinic, or is it allowed if accessory to an office or out patient facility?

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Or to act in any manner relating thereto.



Vote to Close Town Meeting Warrant and Post

BACKGROUND:
AGENDA ITEM #3

No backup materials. Pls refer to agenda item #2.

ADDITIONAL DETAILS:

Proposed motion: I move to close the Fall Town Meeting warrant and instruct the Constable to post it.

Authorization of Chairman to Approve Invoices Related to Middle School Renovation Project and Middle School Site Improvement Project

BACKGROUND:

AGENDA ITEM #4

Building Committee would like Board of Selectmen to approve remaining payments of invoices associated with these projects. Town Accountant has asked that the Board authorize the Chairman to approve the invoices in the interest of paying bills timely.

- 10/8/14 School Building Committee meeting minutes attached.

ADDITIONAL DETAILS:

Proposed motion: I move that the Board authorize the Chairman to approve invoices related to the Middle School Renovation Project and Site Improvement Project.

Voted Unanimous

Motion by Judy Evans to disband Middle School Building Committee effective, October 9, 2014, and turn over control of remaining funds to the Medway Board of Selectman

Second by Armand Pires

Voted: Unanimous

Voted to adjourn at 6:46 PM

Approval - One-Day Alcohol License - Wm. & Sue Shelley - Thayer Homestead - Oct. 25, 2014

BACKGROUND:

AGENDA ITEM #5

One-day license application for anniversary party at Thayer Homestead on Oct. 25.

- Application attached.

ADDITIONAL DETAILS:

Proposed motion: I move that the Board authorize the issuance of a one-day alcohol license to the Shelleys for their October 25 event contingent upon submission of appropriate liability coverage and the Police Dept's recommendation (and to waive the \$50 fee).

Board of Selectmen

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol _____ Wine and Malt X

Event Anniversary Party

Name of Organization/Applicant Sue + Bill Shelley

Address 8 Lewis Drive Medway MA

SS# or FID# _____

Phone (714) 277 2033 Fax () _____ Email ashelley14@gmail.com

Non-Profit Organization Y _____ N X

Attach non-profit certificate of exemption

Event Location Thayer Homestead, Medway MA

Event Date 10/25/14

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

Is event open to the general public? Y _____ N X

Estimated attendance 60 people

Will there be an age restriction? Y N X

Minimum age allowed: all adults

How, where and by whom will ID's be checked? all adults, over age 21

Is there a charge for the beverages? Y N X

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer _____

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

Experience _____

The following may be required:

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

Date of Application 10/10/14

Applicant's Signature Amanda J Shelley

Applicant's Name Susan Shelley

Address 8 Lewis Drive Medway MA

Phone (714) 277 2053 Fax () Email ashelley14@gmail.com

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Millford St _____ Date _____

Board of Health _____
Town Hall, 2nd Fl _____ Date _____

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

Action Items

BACKGROUND:

AGENDA ITEM #6

- Action item list attached.

ADDITIONAL DETAILS:

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/M. Boynton	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	4/1/2013	Speak with owner of Oakland St property re: possible park extension;	G. Trindade/M. Boynton	Pending
5	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.); Mtg of Cable Advisory Com	BOS	Verizon to initiate in early 2015; Com to meet in fall 2014
6	2/24/2014	Report on unaccounted for water	T.Holder	Last report 8/11/14
7	7/22/2014	Net-metering Agreement	J.Foresto	Ongoing
8	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
9	7/28/2014	Zoning Bylaw recodification	SAC/Judi Barrett	2015 Town Meeting
10	7/28/2014	DPS Facility Study	G. Trindade	Ongoing
11	8/11/2014	McGovern School windows project (final design)	School Dept.	March or April 2015
12	8/11/2014	Discussion with CRPCD Reps	BOS	October 2014
13	8/11/2014	Banner Display Policy - Zoning Bylaw Amendment	TA's Office	2014 Fall Town Meeting
14	8/11/2014	Consideration of Local Meals Tax	BOS	2015

Approval of Warrants

BACKGROUND:
AGENDA ITEM # 7

ADDITIONAL DETAILS:

Approval of Minutes

BACKGROUND:
AGENDA ITEM #8

Draft minutes for 9/2/14 and 10/7/14 attached.

ADDITIONAL DETAILS:

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Board of Selectmen's Meeting
Tuesday, September 2, 2014 – 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (7:32 PM); Glenn Trindade and Maryjane White.

Absent: Dennis Crowley, Chair.

Also Present: Missy Dziczek, Director, Council on Aging; Allison Potter, Assistant to the Town Administrator; Susy Affleck-Childs, Planning and Economic Development Coordinator; Richard Boucher, Director, Information Services.

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

Public Comments: None.

Authorization of Chairman to Execute Contract with Greater Attleboro-Taunton Regional Transit Authority (GATRA):

The Board reviewed the following information: (1) Correspondence from Town Counsel; and (2) Draft contract.

Ms. Missy Dziczek explained that the handwritten changes should be approved in the near future. Selectman Trindade explained for viewers that this is for transportation.

Selectman Trindade moved that the Board authorize the Chairman (or, in the absence of the Chairman, the Vice-Chairman) to execute the GATRA contract as presented, as well as initial the changes made by Town Counsel; Selectman White seconded. No discussion. VOTE: 3-0-0.

Vote – Intent to Lay Out Azalea Drive as a Public Way:

The Board reviewed the following information: (1) Memorandum, dated August 15, 2014, from Susy Affleck-Childs; and (2) Lay out plan.

Ms. Susy Affleck-Childs stated that the first step is for the Board of Selectmen to lay out its intent. Then the matter is referred to the Planning Board for a recommendation, and later there is a public hearing. Selectman Trindade explained for viewers that the corporation building the development went bankrupt before the Town could accept the street. This is problematic because the Town is not responsible for repairs or maintenance until the street is accepted. Brief discussion followed.

Selectman Trindade moved that the Board of Selectmen express its intent to lay out as a public way Azalea Drive from Station 0+00 beginning at its intersection with Dogwood Lane running easterly, then northerly, then westerly through to its end at Station 24+87.19 and Azalea Drive from Station 0+00 beginning at Summer Street and running westerly to the end of that segment at Station 2+47.76, both as shown on the Azalea Drive Street Acceptance Plan dated 5/13/14 prepared by Precision Land

1 **Surveying of Southborough, MA and Tetra Tech of Framingham, MA and to refer this matter to the**
2 **Planning and Economic Development Board for a report and recommendation; Selectman White**
3 **seconded. No discussion. VOTE: 3-0-0.**

4
5 **Report – Town Website and Social Media Plans, Rich Boucher, Director, Information Services:**

6 *There were no background materials.*

7
8 Mr. Rich Boucher, Director, Information Technology, stated there is a concerted effort to keep the
9 website current and to increase social media services via the website. The schools and the Town are on
10 the same site but on different platforms. A technician has been hired on the schools' payroll but he will
11 be working both platforms. Drupal is the schools' site and the Town is on First Class. With regard to
12 social media, there are not a lot of Facebook followers on the Town's site, while the schools have more.
13 Brief discussion followed. Being able to provide readable content in a social media format is a challenge;
14 NovusAgenda may provide some solutions.

15
16 Selectman Trindade stated that he believes people should become accustomed to accessing the Town's
17 website rather than relying on social media for specific updates. He acknowledged that there are dead
18 links on the site as well as departments that have not posted anything recently. Mr. Boucher indicated
19 the technician is working on analyzing those dead links to connect them up again.

20
21 Discussion followed on electronic transmission of meeting agendas, functionality of scanned documents
22 and search parameters within the website. Responding to a question from Vice-Chair Foresto, Mr.
23 Boucher stated the average life of a website is two to three years.

24
25 **Public Hearing – Medway Oil, Underground Storage Tank License:**

26 *The Board reviewed the following information: (1) Public Hearing Notice; and (2) Application.*

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28 Present: Jeffrey Mushnick, and Troy Phillips.

29
30 **At 7:27 PM Selectman Trindade moved that the Board open a public hearing on the matter of**
31 **Medway Oil's request to amend its license for use of land for storage of flammable and combustible**
32 **liquids, solids and gases; Selectman White seconded. No discussion. VOTE: 3-0-0.**

33
34 Mr. Mushnick explained that propene gas has become more popular but he does not have the storage
35 space to remain competitive. He already has a permit, but wants to install underground tanks to
36 increase storage capacity.

37
38 Selectman Trindade asked if there are environmental or health concerns. Mr. Troy Phillips responded
39 that propene gas has no impact on water or soil, though it is highly flammable.

40
41 **At 7:30 PM Selectman Trindade moved that the Board close the public hearing; Selectman White**
42 **seconded. No discussion. VOTE: 3-0-0.**

43
44 **After discussion, Selectman Trindade moved that the Board approve an amendment to Medway Oil's**
45 **license for 37 Broad Street to increase the maximum underground storage of LP-Gas to 60,000 gallons**
46 **and 1,000 gallons above ground; Selectman White seconded. No discussion. VOTE: 3-0-0.**

47
48 **Approval – Common Victualler License Application, Cumberland Farms, Summer Street:**

1 *The Board reviewed the application, dated August 26, 2014. No one was present.*
2

3 Ms. Allison Potter, Assistant to the Town Administrator, explained that there are picnic tables for eating,
4 which require the establishment to obtain this license. Cumberland Farms wanted to make sure they
5 were in compliance as their grand opening is approaching.
6

7 **Selectman Trindade moved that the Board approve the common victualler license submitted by**
8 **Cumberland Farms for its location at 38 Summer Street; Selectman White seconded. No discussion.**
9 **VOTE: 4-0-0. [Selectman D’Innocenzo entered the meeting at 7:32 PM.]**
10

11 **Appointment – Representative to Regionalization Task Force:**

12 *The Board reviewed an excerpt from the Selectmen’s meeting minutes on this topic. [It is noted that*
13 *Medfield Selectman Richard DeSorgher would like to convene the first Regionalization Task Force*
14 *meeting in September and has asked for Medway to designate a Selectman to it. Mr. DeSorgher*
15 *attended the March 17, 2014 Selectmen’s meeting to speak about this topic.]*
16

17 Vice-Chair Foresto briefly updated viewers on the initial meeting with Mr. DeSorgher in March. At the
18 time, Selectman Trindade had expressed his willingness to represent Medway.
19

20 **Vice-Chair Foresto moved that the Board designate Selectman Glenn Trindade to represent Medway**
21 **on the Regionalization Task Force; Selectman White seconded. No discussion. VOTE: 4-0-0.**
22

23 **Appointments – School Building Committee, Michael Boynton, Town Administrator, and James**
24 **MacLean, Facilities Director:**

25 *The Board reviewed a draft of the revised committee composition.*
26

27 **Selectman Trindade moved that the Board appoint Michael Boynton to the School Building**
28 **Committee to replace Suzanne Kennedy, and, further, to appoint James Maclean to replace David**
29 **Verdolino; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**
30

31 **Approval – One-Day Wine & Malt License, Medway Business Council, September 17, 2014:**

32 *The Board reviewed the following information: (1) Application; and (2) Recommendation from Police*
33 *Chief, dated August 27, 2014.*
34

35 Ms. Potter reported that all required documentation has been submitted minus the \$50 fee. She
36 reminded the Board that it has the authority to waive a fee if it so chooses.
37

38 Selectman Trindade reported that this particular event is the Medway Business Council introducing
39 Town Administrator Michael Boynton to the business community.
40

41 **Selectman Trindade moved that the Board approve the Medway Business Council’s Request for a one-**
42 **day wine and malt license for the Thayer Homestead at 2B Oak Street on September 17, 2014, with**
43 **the stipulation that the wine and beer be purchased from a licensed alcohol wholesale distributor; for**
44 **this one event the board will waive the \$50 for this license. Selectman White seconded. No**
45 **discussion. VOTE: 4-0-0.**
46

47 **Approval – Action for Jackson Motorcycle Ride, September 20, 2014:**

48 *The Board reviewed the application accompanied by letter from Children’s Hospital*

1
2 **Selectman Trindade moved that the Board approve the Action for Jackson Motorcycle Ride to benefit**
3 **the Down Syndrome Program Clinic at Boston Children’s Hospital to be held on September 20, 2014**
4 **conditioned upon the recommendation of the Police Department; Selectman D’Innocenzo seconded.**
5 **No discussion. VOTE: 4-0-0.**
6

7 **Vote – Consent to Petrini & Associates’ Representation of the Affordable Housing Trust in the Matter**
8 **of 6 Cutler Street (Former Location of the American Legion):**

9 *The Board reviewed correspondence from Town Counsel.*
10

11 [Consent may be withdrawn if the Board determines later than the representation does adversely affect
12 or materially limit its representation of the Town.]
13

14 Vice-Chair Foresto indicated that, while Petrini & Associates is Town Counsel for the Town, it is also
15 representing the Affordable Housing Trust as a separate entity.
16

17 **Selectman Trindade moved that the Board determine, pursuant to Supreme Judicial Court Rule 3:07, PR**
18 **1.7(a) and (b), that Petrini & Associates’ representation of the Town of Medway’s Affordable Housing**
19 **Trust (AHT) will not materially limit its responsibilities to the Town of Medway in matters related or not**
20 **related to the potential purchase of 6 Cutler Street and that the Medway Board of Selectmen consent to**
21 **Petrini & Associates’ representation of the AHT; Selectman D’Innocenzo seconded. No discussion.**
22 **VOTE: 4-0-0.**
23

24 **Discussion – Governor’s Appointment to the Medway Redevelopment Authority:**

25 *There are no background materials.*
26

27 Vice-Chair Foresto reviewed the composition of the Redevelopment Authority and the fact that one
28 appointment was to be made by the Governor. The Board’s recommendation was ignored and a
29 different individual was appointed.
30

31 Selectman White stated she is very disappointed in how this happened. The appointed person (not
32 recommended by the Board) had every opportunity to be under consideration, but chose not to. It
33 appears that he directly approached other entities to gain the appointment. The name of Richard
34 Parrella put forward by the Board. He was interested in serving and had attended meetings, but was
35 disregarded for the appointment.
36

37 Selectman D’Innocenzo commented that Governor Patrick has the right to make any appointment he
38 chooses, but asked if there was any reason not to choose the individual who was recommended. To the
39 Board’s knowledge, there has been no feedback so to why its recommendation was ignored.
40

41 Selectman Trindade emphasized that this project, to fully develop the industrial park, has been of
42 paramount concern for Medway for a number of years. An Economic Development consultant, Claire
43 O’Neill, recommended the creation of a Redevelopment Authority to make progress in the development
44 of the industrial park, as well as other areas in Town. One person on the Economic Development
45 Committee who argued against the creation of this group is the same person who has now been
46 appointed. Selectman Trindade urged that the Board send a letter to the Governor voicing its
47 disappointment and indignation that its recommendation was ignored. Compounding the situation is
48 the fact that Mr. Yorkis could have pursued the nomination by pulling papers to be on the ballot for

1 election but chose not to follow this route. It should be pointed out that there were a number of steps
2 taken in the process of determining the Board’s recommendation.

3
4 Vice-Chair Foresto stated he was also disappointed that the Governor did not reach out for the Board’s
5 thoughts before making such a decision. Mr. Yorkis could have used other ways to express his interest
6 instead of circumventing the Board to secure the nomination.

7
8 At this time, Vice-Chair Foresto read into the record a letter from Richard Parrella as follows:

9
10 *Dear Board Members,*

11
12 *I have been recently advised that Gov. Deval Patrick has appointed another individual to serve on the*
13 *Medway Redevelopment Authority.*

14
15 *While I am neither shocked nor surprised at the workings of politics and the ethics or lack thereof involved, I*
16 *am saddened that our Governor has chosen to override your board's recommendation and nomination.*

17
18 *I strongly believe I have always placed the concerns of the community first. As a resident of Medway first and*
19 *a business owner second my independence has allowed me to address the issues above all else and to serve*
20 *the best interest of Medway.*

21
22 *I wish to extend my most sincere appreciation and gratitude to the Medway Board of Selectmen for their*
23 *nomination. Your unanimous support and trust in naming me as your nominee is held in high regards. Also,*
24 *that of Representatives John Fernandes, originally Representative Jeffrey Roy and Senator Karen Spilka.*

25
26 *I wish the MRA good fortune in correcting a problem that has been present for 45 years; since the Industrial*
27 *zone was created.*

28 *Sincerely,*
29 *Richard A. Parrella*

30
31
32 **Opening of Fall Town Meeting Warrant (Warrant Closing September 22, 2014):**

33 *The Board reviewed the Fall Town Meeting calendar.*

34
35 **Selectman Trindade moved that the Board open the Fall Town Meeting Warrant; Selectman White**
36 **seconded. Ms. Potter stated department heads will be notified of the calendar which can also be**
37 **posted on the Town website. No further discussion. VOTE: 4-0-0.**

38
39 **Action Items from Previous Meetings:**

40 *The Board reviewed the Action Items list. There were no updates.*

41
42 **Approval of Warrants:**

43 *The Board reviewed Warrant 15-10.*

44
45 Selectman D’Innocenzo, Clerk, read aloud Warrant 15-10, dated 9/4/2014, submitted for approval:

46			
47	15-10-S	School Bills	\$ 384,542.36
48	15-10	Town Bill	<u>\$1,155,702.79</u>
49		Total	\$1,540,245.15

50
51 **Selectman Trindade moved that the Board approve the Warrant as read; Selectman White seconded.**
52 **No discussion. VOTE: 4-0-0.**

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Selectmen Reports:

Selectman White – no report.

Selectman Trindade reported that posts on the Facebook page of the Friends of Medway have indicated a number of concerns about brown water. This generally means high levels of manganese and iron are in the water, but the recent water main work is the cause of some of the discoloration. Annual maintenance procedures have been put into place to decrease this occurrence. Residents who are experiencing difficulties should contact the Town. Residents should not use this water for laundry, and avoid use of bleach during these periods. Selectman Trindade also explained that the concentration of treatment chemicals is highest closest to the Town wells.

Selectman D’Innocenzo reported that the new synthetic turf at Hanlon Field is down and has been tested. The track is being worked on now and should be done within a couple of days. Work continues on the south field, and the trees have been cleared from the north field. It was noted that it may be set up so that the Turkey Trot on Thanksgiving Day may begin from the fields. Brief discussion followed.

Vice Chair Foresto announced that the new Energy Manager, Mr. Bob Weiss, started last week. His office is at the Middle School. The Board asked that he come to the next Board meeting to introduce himself.

**At 7:58 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.
VOTE: 4-0-0.**

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

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MEDWAY BOARD OF SELECTMEN
155 VILLAGE STREET • MEDWAY, MASSACHUSETTS 02053
(508) 533-3264 • FAX: (508) 533-3281

*Dennis Crowley, Chairman
John Foresto, Vice Chairman
Richard D'Innocenzo, Clerk
Glenn Trindade, Member
Mary Jane White, Member*

Board of Selectmen's Meeting Minutes

October 7, 2014 at 7:00 p.m.

Senior Center

76 Oakland Street

Present: Chairman Dennis Crowley; Selectmen John Foresto, Richard D'Innocenzo, Mary Jane White, and Glenn Trindade; and Town Administrator Michael Boynton.

At 7:05 p.m., Chairman Crowley called the meeting to order and led in the Pledge of Allegiance.

Public Comments: None

2014 Fall Town Meeting Warrant Discussion:

Article 17- Community Preservation Act Fund Transfer: Housing Production Plan

Selectman Trindade moved that the Board approve Article 17 as written; Selectman D'Innocenzo second; No discussion; All ayes 5-0-0

Community Housing Coordinator Doug Havens provided the Board with a quick update on the affordable housing units that are planned for the American Legion property on Cutler Street. He said there is enough money in the Affordable Housing Trust for the Town's portion of the project. They plan to hold a neighborhood forum to discuss the project in the near future. He said the existing structure will remain and there will be 10 apartments consisting of 1, 2, and 3 bedroom units.

Excess Levy Capacity Discussion:

This item was taken out of order on the agenda due to the fact decisions about this impacted several articles on the Fall Town Meeting warrant.

The Board reviewed and discussed the Fiscal Year 2015 Budget Review summary provided by Town Administrator Michael Boynton, including the FY15 required adjustments and FY15 service needs requests. The Board discussed whether they should levy the excess capacity and to what extent in FY15, or wait until FY16 to make the adjustments. Levying the capacity in FY15 would increase residents' tax bills more than what they would otherwise experience. Residents will already see a \$194 increase in their tax bills for third and fourth quarters.

The Board reviewed each item individually to determine whether they would like to fund it. They then discussed how the \$229,943 in additional requests will affect residents' tax bills recognizing the tax burden that they are already facing. Chairman Crowley asked

1 the Board to consider using the funds in the Operational Stabilization Account to fund
2 these items. Board members said they are hesitant to use these funds because there are
3 other issues, including the OPEB trust and DPS facility that need to be funded. Also, the
4 Operational Stabilization Account was created with one-time funds and all of the items
5 on the list for the Board's consideration are recurring expenses. Additionally, Finance
6 Director Melanie Phillips said that the Town needs to keep their stabilization funds at
7 10% of their operating budget to maintain their favorable bond rating. Finance Director
8 Melanie Phillips confirmed that the average household will see an additional \$50 increase
9 in their third and fourth quarter tax bills to fund the \$229,943 in additional requests if
10 they raise it through the levy. Finance Committee Chairman Frank Rossi said the \$194
11 regular increase plus the additional \$50 increase will be an issue for residents. The
12 following items were discussed:

13
14 • FY15 Required Adjustments

- 15
16 ○ Police Department – The request is for \$31,000 for the FY15 anticipated
17 shortfall. Overtime, court time, and vehicle acquisition line items were cut in
18 the Police Department's original FY15 budget. One officer has suffered an
19 extended illness that has impacted the overtime budget. The Board said a
20 patrolman was added several years ago to help with overtime issues but it
21 appears this issue is ongoing. Chairman Crowley said he fully supports how
22 Chief Tingley handled the officer's extended illness. The Board agreed to
23 fund this item at \$31,000.
24
- 25 ○ Community Development – The request is for \$38,332 to supplement the
26 amount that was already budgeted in FY15 to create two Community
27 Development positions. The plan is to hire a full-time Director position at
28 \$91,000 and an Administrative Assistant position at \$35,000. The positions
29 were not fully funded in FY15 because they were not filled. The Board
30 discussed in length using excess levy capacity to fund this item. They
31 discussed the benefits and drawbacks of adding \$38,332 to this line item
32 knowing that most likely there will be unexpended funds at the end of the
33 fiscal year that will fall to Certified Free Cash. The Board chose not to fund
34 this item. The Board instructed Administrator Boynton to move forward with
35 the hiring process and said they would fully fund this next year.
36
- 37 ○ Building Department – The request is for \$12,500. Building Inspector John
38 Emidy is retiring and the Town needs to make a vacation payout at the time of
39 his departure. In addition, the new Building Inspector is being hired at a
40 higher salary. The Board agreed to fund this item at \$12,500.

41
42 • FY15 Service Needs Requests

- 43
44 ○ Parks Department – This request is for \$76,295, which will fund two full-time
45 positions. DPS currently maintains parks, fields, and areas around the
46 municipal buildings. DPS Deputy Director Dave D'Amico said that they are

1 working on a Service Level Agreement (SLA) with the schools that will allow
2 DPS to also maintain the school grounds. There will likely be unexpended
3 funds at the end of the fiscal year because the positions will not be filled for
4 the entire year. Mr. D’Amico said if the SLA is not executed they will not
5 move forward with the hiring. Administrator Boynton said he plans to fill
6 these positions by March 2015. Selectman Crowley said he would support
7 partially funding this item knowing that the positions won’t be filled for
8 several more months. Selectman Trindade asked Treasurer/Tax Collector
9 Melanie Phillips to provide the Board with the MUNIS reports related to the
10 maintenance that the schools have provided to the school grounds and fields.
11 The Board agreed to fund this item at \$76,295.

- 12
- 13 ○ Library – The request is for \$25,000. The goal is to open the Library every
14 day at 10:00 a.m. As a result, the Library will be open 8 additional hours per
15 week. Any remaining funds will be used to purchase books and periodicals.
16 This item has not been fully funded since 2005. In addition, Selectman
17 Trindade asked Administrator Boynton to follow-up with Library Director
18 Margaret Perkins on the extended evening hours. The Board agreed to fund
19 this item at \$25,000.
- 20
- 21 ○ Police Department – The request is for \$27,000 for additional training. Each
22 officer is required to have 40 in-service training hours. Last year this was
23 funded out of Certified Free Cash. The Board said this was presented as a
24 one-time expense last year but it is actually an annual expense. The
25 expectation is that next year this item will be funded at the new amount of
26 \$47,000. The Board would like to know why some of the trainings were not
27 included in Chief Tingley’s initial FY15 budget and if they are mandated.
28 The Board agreed to fund this item at \$27,000.
- 29
- 30 ○ Fire Department – The request is for \$20,000 for additional training. Chief
31 Lynch said that they hope to bring on more call firefighters. Last year they
32 had 14 call firefighters but are down to 4. They need to train and outfit each
33 new recruit. He also said that when he joined the Medway Fire Department
34 he recognized that the training budget was grossly underfunded. The Fire
35 Department’s FY15 budget originally included \$10,000 for training and he is
36 asking for another \$20,000. The Board discussed the challenge in approving
37 the additional \$20,000 and needing to level fund the budget next year. The
38 Board said they need to look more carefully at retaining call firefighters and
39 also asked Chief Lynch to provide them with a training plan that details which
40 trainings will be completed over the next several years. The Board agreed to
41 fund this item at \$20,000.
- 42
- 43 ○ Parks – The request is for \$38,148 to hire an employee to assist Rob Pearl
44 with scheduling all of the Town’s fields and recreational areas. The position
45 would be within DPS but would be located at the High School with Rob Pearl.
46 The goal is to have the person take over scheduling and hopefully recruit more

1 teams to use the fields and increase revenue. The Board agreed to fund this
2 item at \$38,148.

3
4 **Selectman Trindade moved that the Board approve \$229,943 in additional requests**
5 **and raise it in the levy; Selectman Forest second; No discussion; 4-1-0; Selectman**
6 **Crowley voted no.**

7
8 **2014 Fall Town Meeting Warrant Discussion (cont):**

9
10 *Article 1- Budget Transfer*

11 **Selectman Trindade moved to see if the Town will raise and appropriate and/or**
12 **transfer the following:**

13		
14	Police Department	\$ 58,000
15	Building Department	\$ 12,500
16	Parks Department	\$114,443
17	Library	\$ 25,000
18	Fire	<u>\$ 20,000</u>
19	Total	\$229,943
20		

21 **from available funds for the purposes of funding Fiscal Year 2015 departmental and**
22 **incidental expenses, or to act in any manner relating thereto; Selectman Foresto**
23 **second; No discussion; 4-1-0 (Crowley nay)**

24
25
26 *Article 2 – Appropriation: OPEB Trust Account*

27 Treasurer/Tax Collector Melanie Phillips said that the Other Post-Employment Benefits
28 (OPEB) Trust Account needs to be funded or the Town risks losing its favorable bond
29 rating. There is currently \$100,000 in the account and she is asking for another \$150,000
30 to be added. The Board agreed to use Certified Free Cash to fund this item.

31
32 **Selectman Foresto moved to see if the Town will transfer \$150,000 from Certified**
33 **Free Cash to the Other-Post Employment Benefits (OPEB) Trust Account, or to act**
34 **in any manner relating thereto; Selectman Trindade second; No discussion; All ayes**
35 **5-0-0**

36
37 *Article 5 – Middle School Project: Transfer Funds to Site Improvements*

38 Town Accountant Carol Pratt does not have a firm number for this article yet.

39
40 **Chairman Crowley moved that the Board remove Article 5 from the Fall Town**
41 **Meeting Warrant; Selectman Trindade second; No discussion; All ayes 5-0-0**

42
43 *Article 6 – Free Cash Appropriation: Police Department Training*

44 **Selectman Foresto moved that the Board remove Article 6 from the Fall Town**
45 **Meeting Warrant; Selectman Trindade second; No discussion; All ayes 5-0-0**

1 *Article 7 – Free Cash Appropriation: Fire Department Training*

2 **Selectman Trindade moved that the Board remove Article 7 from the Fall Town**
3 **Meeting Warrant; Selectman White second; No discussion; All ayes 5-0-0**

4
5 *Article 8 – Free Cash Appropriation: Choate Park Building Maintenance*

6 Selectman Foresto visited the Choate Park Building with Bobby McGee to review the
7 project’s progress. He explained that there were some unexpected problems and
8 expenses that came up as they renovated the building. It makes sense to do the additional
9 repairs while they are renovating the building. Selectman Foresto said the budgeted
10 \$10,000 contingency will be sufficient.

11
12 **Selectman Trindade moved to see if the Town will vote to transfer the sum of**
13 **\$35,000 from Certified Free Cash to supplement the \$50,000 appropriation**
14 **authorized under Article 7 of the May 14, 2014 Annual Town Meeting to complete**
15 **the repair of the Choate Park Building, or to act in any manner relating thereto;**
16 **Selectman D’Innocenzo second; No discussion; All ayes 5-0-0**

17
18 *Article 11 & 12 – Route 109 Project Funding: Real Property & Design*

19 The project requires \$360,000 to acquire the fee or other interests in real property and
20 \$190,000 to fund additional design work. The Board discussed using Certified Free
21 Cash, stabilization account funds, and Chapter 90 funds. The Board said they are hesitant
22 to use Certified Free Cash because it will leave very little for FY16 capital projects.
23 Treasurer/Tax Collector Melanie Phillips said it is critical that the value of the Town’s
24 stabilization accounts are at least 10% of the Town’s operating budget to maintain its
25 favorable bond rating. DPS Deputy Director Dave D’Amico said there is about \$500,000
26 in Chapter 90 funds available. There are funds from last year that were approved through
27 the capital budget that can be used in the spring for road repairs. Mr. D’Amico said the
28 Town may receive another \$400,000 in Chapter 90 funds but they have not received final
29 confirmation from the Governor’s office. The Board agreed to use the available Chapter
30 90 funds. If additional funds are required, they will use a portion of the funds that were
31 set aside last year through the capital budget.

32
33 **Selectman Trindade moved that the Board remove Article 11 & 12 from the Fall**
34 **Town Meeting Warrant; Selectman White second; No discussion; All ayes 5-0-0**

35
36 *Article 16 – Community Preservation Act Fund Transfer: Amphitheater*

37 The Community Preservation Commission (CPC) has not yet voted on this matter. They
38 plan to discuss and vote on it at their November meeting. The Chairman of the Open
39 Space Committee Tina Wright asked the Board to keep this article on the warrant until
40 they have additional information. The plan is to construct a trail that will connect the
41 Village Street parking and the Amphitheater. The Board agreed that they need to make
42 sure that anything that is constructed meets all applicable Americans with Disabilities Act
43 (ADA) guidelines. The Board is concerned that the design costs are about \$20,000,
44 which means the project will cost approximately \$150,000.

1 **Selectman Trindade moved that the Board leave Article 16 on the Fall Town**
2 **Meeting Warrant as To Be Determined (TBD); Selectman White second;**
3 **All ayes 5-0-0**

4
5 *Article 20 – Street, Drainage Parcel, and Infrastructure Acceptance: Morningside Drive*
6 The Planning and Economic Development Board still needs to hold the Public Hearing
7 relative to this matter.

8
9 **Selectman Trindade moved that the Board leave Article 20 on the Fall Town**
10 **Meeting Warrant as To Be Determined (TBD); Selectman Foresto second; No**
11 **discussion; All ayes 5-0-0**

12
13 **Authorization of the Chairman to Execute Contract Amendment for Water Main**
14 **Replacement Design – Weston & Sampson:**

15 DPS Deputy Director Dave D’Amico explained that this is a request for \$41,400 for
16 design work related to water main replacement on Winthrop Street. DPS planned to
17 replace the water main in a future year but it needs to be done sooner because of a
18 development that is being built on Winthrop Street. They are going to hold off on doing
19 water main work on Maple Street for now. They need to check the original article related
20 to water main replacement to make sure Winthrop Street is listed. If not, they need to go
21 back to Town Meeting for a vote.

22
23 **Selectman Trindade moved that Board authorize the Chair to execute a contract**
24 **amendment for water main replacement design with Weston & Sampson in the**
25 **amount of \$41,400. The authorization is conditional upon the determination as to**
26 **whether action at Town Meeting is needed; Selectman Foresto second; The Board**
27 **asked for a breakdown by contract, including value, scope, and what roads are**
28 **included; All ayes 5-0-0**

29
30 **Approval One Day Alcohol License – Medway Pop Warner Adult Social:**

31 **Selectman Trindade moved that the Board approve a One-Day Alcohol License for**
32 **Medway Pop Warner for its Adult Social at the Thayer Homestead on October 24,**
33 **2014 with the proviso that the conditions outlined in Chief Tingley’s October 7, 2014**
34 **email are met, and that the Board vote to waive the \$50 application fee; Selectman**
35 **White second; All ayes 5-0-0**

36
37 **At 9:33 p.m., Selectman Trindade moved to adjourn; Selectman Foresto second; No**
38 **Discussion; All ayes 5-0-0.**

39
40
41 Respectfully submitted,

42
43 Michelle Reed

Town Administrator's Report

**BACKGROUND:
AGENDA ITEM #9**

ADDITIONAL DETAILS:

Selectmen's Reports

BACKGROUND:
AGENDA ITEM #10

ADDITIONAL DETAILS: