



Town of Medway

BOARD OF SELECTMEN

Sanford Hall, Town Hall 155 Village Street

(508) 533-3264 • FAX: (508) 321-4988

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

Board of Selectmen's Meeting

November 3, 2014, 7:00 PM

Sanford Hall, Town Hall 155 Village Street

Agenda

7:00 PM

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

Other Business

1. Overview of Exelon Project
2. Approval/Authorization of Chairman to Approve - NSTAR Athletic Field License Agreement
3. Authorization of Chairman to Execute Special Conditions to Provider Agreement Between the Commonwealth of Massachusetts Executive Officer of Health and Human Services/Office of Medicaid and Town of Meway for Additional Medicaid Reimbursements
4. Approval - Executive Office of Public Safety and Security State 911 - 911 Support Grant - \$30,194
5. Approval - FY13-14 EMPG Grant - \$5,955
6. Discussion/Vote - Elderly Disabled Fund Appointments
7. Discussion - One-Day Liquor License Policy (Fee)
8. Action Items from Previous Meeting
9. Approval of Warrants
10. Town Administrator's Report
11. Selectmen's Report

Upcoming Meetings, Agenda and Reminders

November 17, 2014 ---- Regular Meeting

November 10, 2014 ---- Fall Town Meeting

Call to order; Recitation of the Pledge of Allegiance

BACKGROUND:

ADDITIONAL DETAILS:

Overview of Exelon Project

BACKGROUND:

AGENDA ITEM #1

No associated back-up materials.

ADDITIONAL DETAILS:

Approval/Authorization of Chairman to Approve - NSTAR Athletic Field License Agreement

BACKGROUND:

AGENDA ITEM #2

This agreement would allow NSTAR access across the athletic fields for future work requirements.

Associated back-up materials:

License agreement between Town of Medway and NSTAR

ADDITIONAL DETAILS:

Proposed Motion: I move that the Board authorize the Chairman to execute the license agreement with NSTAR relative to the athletic fields as presented.

Authorization of Chairman to Execute Special Conditions to Provider Agreement Between the Commonwealth of Massachusetts Executive Officer of Health and Human Services/Office of Medicaid and Town of Meway for Additional Medicaid Reimbursements

BACKGROUND:

AGENDA ITEM #3

This contract will provide payment to the Provider an amount equal to the final federal financial participation amount received by the Commonwealth for the difference between the MassHealth payments to the provider and allowable certified public expenditures of the Provider, less any contingency fees and other administrative costs.

Associated back-up materials:

Special Conditions to Provider Agreement between the Commonwealth,
Executive Office of Health and Human Services - Office of Medicaid and
the Town of Medway

Email from Town Counsel dated October 30, 2014

ADDITIONAL DETAILS:

Proposed Motion: I move that the Board authorize the Chair to execute the Special Conditions to the Provider Agreement between the Commonwealth of Massachusetts, Executive Office of Health and Human Services - Office of Medicaid and Town of Medway for additional Medicaid Reimbursement opportunities.

From: Christopher Brown [mailto:cbrown@petrinilaw.com]
Sent: Thursday, October 30, 2014 10:54 AM
To: Karen Kisty
Cc: Barbara Saint Andre
Subject: RE: Contract for MA CPE Program for Governmental Ambulance Providers

Karen,

The proposed agreement looks fine, I note there are several fields that will need to be filled in before we could sign it though.

**Massachusetts Certified Public Expenditure Program for Governmental
Ambulance Providers**

**Special Conditions to Provider Agreement Between the
The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office of Medicaid
and
Medway Fire Department
Governmental Ambulance Provider**

The Commonwealth of Massachusetts, Executive Office of Health and Human Services, Office of Medicaid (MassHealth) and Medway Fire Department, a governmental ambulance provider that is a unit of government pursuant to 42 CFR 433.50, hereby agree to the following special conditions, effective for dates of service on or after July 1, 2013, that are incorporated by reference into the Commonwealth of Massachusetts Executive Office of Health and Human Services Provider Contract for Entities entered into by the parties on September 1, 1983 (Provider Agreement):

1. Subject to (a) the Provider's voluntary compliance, as determined by MassHealth, with all submission and other requirements established by the Executive Office of Health and Human Services (EOHHS) and Centers for Medicare and Medicaid Services (CMS), (b) all other state approvals; (c) federal approval of all necessary payment and funding methods and payment limits, and (d) the availability of full federal financial participation (FFP), MassHealth will pay the Provider an amount equal to the final FFP amount received by the Commonwealth for the difference between MassHealth payments to the provider and allowable certified public expenditures of the Provider for that state fiscal year, less any contingency fees and other administrative costs. If the certification of public expenditure or other information indicates that the Provider's allowable certified public expenditures for any state fiscal year exceeds MassHealth payments, EOHHS will recover the amount of the overpayment from the Provider.
2. The Provider shall submit to EOHHS no later than 120 days following the last day of the state fiscal year, a cost report and certification of public expenditures on a form designated by EOHHS and completed in accordance with the Commonwealth's instructions and signed by an officer who is an authorized signatory of the unit of government providing the non-federal share of allowable Medicaid expenditures. If the certification of public expenditure or other information indicates that the Provider's allowable certified public expenditures for any state fiscal year does not exceed MassHealth payments received by the Provider for services provided in that state fiscal year, EOHHS will recover the amount of the overpayment from the Provider.
3. If the Provider chooses to participate in the CPE Program for FY13, due to the timing of state plan approval and CPE Program start-up activities, the Provider must submit to EOHHS no later than November 1, 2014, its cost report and certification of public

expenditures for FY13 dates of services, notwithstanding the submission deadline in paragraph 2.

4. The Provider must repay to EOHHS any amounts resulting from any overpayment, administrative fine, or otherwise, in accordance with this Contract, the MassHealth program's rules and regulations, and all other applicable law.
5. In the event that a review by either EOHHS or CMS at any time reveals that the Provider did not perform CPE Program requirements in accordance with the terms specified herein or applicable state or federal laws for any fiscal year, EOHHS retains the right to recover payments to the Provider for that fiscal year.
6. Any costs incurred by EOHHS to administer the Provider's participation in the CPE Program, including contingency fees payable to EOHHS contractors, will be offset against amounts of federal revenue payable to the Provider to the extent authorized by M.G.L. c.44, §72.
7. In the event that MassHealth receives written notification of a deferral or disallowance of FFP claimed for the Provider's services or certified public expenditures, receives written notification of an audit finding requiring the return of any such FFP, or otherwise reasonably determines that any such FFP will be deferred or disallowed if claimed, MassHealth shall so notify the Provider. At any time after MassHealth's receipt of such notice or other information, it may require the Provider to remit to the Commonwealth the amount of payment(s) under review, pending final disposition of such review. MassHealth shall specify such amount in a written remittance notice to the Provider and, within 30 days of the date of such remittance notice, the Provider shall remit to the Commonwealth an amount equal to the amount specified. In the absence of such a remittance notice, the Provider may, on its own initiative remit such amount to the Commonwealth. In the event the Provider for any reason retains payment amounts subject to deferral, disallowance, or audit findings as described herein, the Provider shall be liable for such amounts plus any interest assessed by the federal government on the Commonwealth. MassHealth shall provide to the Provider written notification of the amount of any federal interest assessed on payment amounts retained by the Provider. In the event that the final disposition of the deferral, disallowance, or audit described herein requires the Commonwealth to return an amount previously paid by the Provider to the Commonwealth under these provisions, no such payment due to the Provider shall constitute a late payment or otherwise obligate the Commonwealth to pay to the Provider any interest on such payment. Any remittance pursuant to the provisions of the paragraph shall be in accordance with state law.
8. The Provider must maintain records that are accurate and sufficiently detailed to substantiate the legal, financial, and statistical information reported on the certified public expenditure form. These records must demonstrate the necessity, reasonableness, and relationship of the costs (e.g., personnel, supplies, and services) to the provision of services and must be furnished upon request to MassHealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and

Human Services, the Comptroller General of the United States, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, and the Massachusetts Medicaid Fraud Division. These records include, but are not limited to, all accounting ledgers, journals, invoices, purchase orders, vouchers, canceled checks, timecards, time studies, payrolls, organizational charts, functional job descriptions, work papers used in the preparation of the financial data, trial balances, and cost allocation spreadsheets. The Provider is required to maintain cost report work papers for a minimum period of seven years or until the completion of any audit, whichever is longer, following the end of each cost reporting period.

9. The Special Conditions may be terminated by any party upon written notice to the other at the address set forth below. Notice shall be sent to:

Executive Office of Health and
Human Services
Office of Medicaid
One Ashburton Place – 11th Floor
Boston, MA 02108
Attn: Medicaid Director

Medway Fire Department
44 Milford Street
Medway, MA 02053
Attn: Fire Chief

10. The Special Conditions may be amended at any time in writing, signed by the parties.
11. The Special Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
12. No provision of the Special Conditions is or shall be construed as being for the benefit of, or enforceable by, any third party.
13. Rights and obligations which by their nature should survive or which these Special Conditions expressly states will survive will remain in full force and effect following termination or expiration of this Agreement. Notwithstanding the generality of the foregoing, the rights and duties under paragraphs 1, 4, 5, 6,7 and 8 survive the termination or expiration of this Agreement.

Signed by the respective duly authorized representatives of the parties hereto.

**COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE
OFFICE OF HEALTH AND HUMAN SERVICES**

By: _____
EOHHS/MassHealth Authorized Signatory

Name: _____ (Print)

Date: _____

**MEDWAY FIRE DEPARTMENT
GOVERNMENTAL AMBULANCE PROVIDER**

By: _____
Governmental Ambulance Provider Authorized Signatory

Date: _____

Name: _____ (Print)

Position: _____

Phone Number: _____

Email Address: _____

APPROVED AS TO LEGAL FORM:



Medway Town Counsel

Approval - Executive Office of Public Safety and Security State 911 - 911 Support Grant - \$30,194

BACKGROUND:

AGENDA ITEM #4

This is an annual grant and will cover dispatch and EMD training, communication supplies, and personnel costs [shift coverage, overtime, backfill]. There is no Town match required.

Associated back-up materials:

Notice of Grant Award form

Correspondence dated 10/24/14 from Frank Pozniak, Executive Director of
the Office of Public Safety & Security

Contract between Commonwealth of Massachusetts and Town of Medway

Email dated 10/24/14 from Marilyn Godfrey, Grant Specialist - State 911
Department

ADDITIONAL DETAILS:

Proposed motion: I move that the Board approve the 911 Support Grant offered by the Executive Office of Public Safety and Security State 911 in the amount of \$30,194.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: 10/27/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Allen M. Tingley/Lt William Boultenhouse

NAME OF GRANT: 911 Support Grant

GRANTOR: Executive Office Of Public Safety and Security State 911

GRANT AMOUNT: 30,194.00

GRANT PERIOD: 10/24/2014 - 6/30/2015

SCOPE OF GRANT/
ITEMS FUNDED Enhanced 911 telecommunicator personnel Costs
Dispatch training g, Emd Training
communication supplies, shift coverage
overtime, backfill

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
No

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

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: As soon as possible

APPROVAL SIGNATURES _____

DATE _____

DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER LETTER TO THE SELECTMEN'S OFFICE FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C ~ Taunton, MA 02780-1088
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911



DEVAL L. PATRICK
Governor

ANDREA J. CABRAL
Secretary of Public Safety
and Security

FRANK POZNIAK
Executive Director

October 24, 2014

Chief Allen M. Tingley
Medway Police Department
315 Village Street
Medway, MA 02053

Dear Chief Tingley,

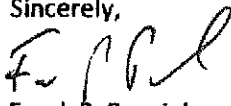
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2015 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **October 24, 2014** and will run through June 30, 2015. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2015.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2015.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY 2015 Support and Incentive Grant File

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM.

FY 2015



CONTRACTOR LEGAL NAME: <u>Town of Medway</u> (and d/b/a): <u>Medway Police Department</u>		COMMONWEALTH DEPARTMENT NAME: <u>State 911 Department</u> MMARS Department Code: <u>EPS</u>	
Legal Address: (W-9, W-4, T&C): <u>155 Village St. Medway, MA. 02053</u>		Business Mailing Address: <u>1380 Bay Street, Building C, Taunton, MA 02780</u>	
Contract Manager: <u>Allen M. Tingley, Chief of Police</u>		Billing Address (if different):	
E-Mail: <u>atingley@medwaypolice.com</u>		Contract Manager: <u>Marilyn Godfrey</u>	
Phone: <u>508-533-3212</u>	Fax: <u>508-533-3216</u>	E-Mail: <u>911DeptGrants@state.ma.us</u>	
Contractor Vendor Code: <u>VC6000191877</u>		Phone: <u>508-821-7299</u>	Fax: <u>508-828-2585</u>
Vendor Code Address ID (e.g. "AD001"): <u>AD 001</u> (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s): <u>CT SUPG</u>	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>30,194.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2015 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Allen M. Tingley</u> Date: <u>10-14-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Allen M Tingley</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>11/24/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

Chief Allen M. Tingley

From: 911DeptGrants (EPS) [911deptgrants@state.ma.us]
Sent: Friday, October 24, 2014 12:14 PM
To: Chief Allen M. Tingley
Cc: Lt. William Boultenhouse
Subject: FY2015 Support & Incentive Grant
Attachments: MEDWAY.pdf

Good Afternoon Chief Tingley,

Attached you will find a scanned copy of your award letter and contract for your **FY2015 Support & Incentive Grant**.

Please be sure to make a copy of the award letter and contract for your grant file. I will not be mailing any copies to you this year.

Your effective contract start date is: October 24, 2014

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2015 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. **All requests for reimbursement shall be submitted by December 31, 2015.**

If you should have any questions, please feel free to contact me.

Marilyn Godfrey | Grants Specialist |

State 911 Department
1380 Bay Street – Bldg. C
Taunton, MA 02780
DIRECT: 508.821.7299
FAX: 508.828.2585

E-Mail | 911DeptGrants@state.ma.us

Forms | Applications | EMD Resources | Approved Trainings | www.mass.gov/E911

From: ocemf911@massmail.state.ma.us [<mailto:ocemf911@massmail.state.ma.us>]
Sent: Friday, October 24, 2014 1:05 PM

Approval - FY13-14 EMPG Grant - \$5,955

BACKGROUND:
AGENDA ITEM #5

This grant, through MEMA, will allow for the purchase of 7 hydrogen cyanide gas detectors and associated calibration equipment for both Police and Fire department use.

Associated back-up materials:

Notice of Grant Award form

Contract between Commonwealth of Massachusetts and Town of Medway

Email dated 10/2/14 from Kathleen Estridge, Project Manager Office

Coordinator - MEMA

ADDITIONAL DETAILS:

Proposed Motion: I move that the Board approve the FY13-14 EMPG Grant offered by MEMA in the amount of \$5,955 for the purchase of hydrogen cyanide gas detectors and associated calibration equipment.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: 10/27/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Allen M. Tingley

NAME OF GRANT: FY 13-14 EMPG Grant

GRANTOR: MEMA Grant

GRANT AMOUNT: 5,955.00

GRANT PERIOD: 9/30/2014 - 6/30/2015

SCOPE OF GRANT/
ITEMS FUNDED 7 Hydrogen Cyanide single gas detectors
associated calibration equipment
for Police/Fire Department use

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
No

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

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: As soon as possible

APPROVAL SIGNATURES _____

DATE _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE SELECTMEN'S OFFICE FOR APPROVAL OF DEPARTMENT TO EXPEND
THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

Chief Allen M. Tingley

From: Estridge, Kathleen (CDA) [kathleen.estridge@state.ma.us]
Sent: Thursday, October 02, 2014 8:54 AM
To: Chief Allen M. Tingley
Cc: mphillips@townofmedway.org; Mannion, James A. (CDA)
Subject: Medway finalized 2013-2014 EMPG contract, Grant Policies
Attachments: Medway finalized 2013-2014 EMPG contract.pdf; Grant Policies Memo Update July 2013 (2).doc

Good morning Chief Tingley,

Your **FFY 2013-2014 EMPG contract has been finalized** and a copy has been attached to this email. Please let me know if you do not receive this copy.

1. The **start date** for program activities (including purchasing) is **September 30, 2014**, the date the contract was signed by MEMA's Chief Administrative Officer.
2. The **end date** of your contract is **June 30, 2015**; no goods/services may be procured after this date. **ALL GOODS AND SERVICES PROCURED MUST BE RECEIVED OR COMPLETED BY 6/30/15.**

Also attached is MEMA's Grant Policies Memo, listing the various grant policies and forms, provided here for your reference.

This is a reimbursement-based grant program and reimbursements must be submitted to MEMA HQ no later than 7/30/15. **The reimbursement request form and instructions may be found on MEMA's website here:**
<http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>.

Please contact me with any questions you may have regarding the EMPG. For your records, the Catalog of Federal Domestic Assistance (CFDA) number of the FFY 2012 EMPG is **97.042**

Thank you,

Kathleen Estridge
Project Management Office Coordinator
MEMA
400 Worcester Road
Framingham, MA 01702
Phone: 508-820-1447
Fax: 508-820-2030
Kathleen.estridge@state.ma.us

Discussion/Vote - Elderly Disabled Fund Appointments


BACKGROUND: AGENDA ITEM #6

The Elderly and Disabled Taxation Fund was adopted by Town Meeting in **XXX**. Taxpayers may voluntarily donate and pledge an amount not less than \$1 when remitting any municipal tax or motor vehicle excise payment for the purpose of deposit into an account which would help defray the real estate taxes of elderly or disabled persons of low income.

Associated back-up materials:
Massachusetts General Law - Chapter 60, Section 3d

ADDITIONAL DETAILS:

Proposed Motion: I move that the Board appoint the Chairman of the Board of Assessors and the Treasurer to the taxation aid committee associated with the Elderly and Disabled Tax Fund and later identify and submit names for consideration as appointments for the three positions which, by statute, must be filled by Town residents.



THE 188TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

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 Options

Massachusetts Laws Bills State Budget People Committees Educate & Engage Events MyLegislature

Home Bills & Laws Laws General Laws PART I TITLE IX CHAPTER 60 Section 3D

Massachusetts Laws

General Laws

- Massachusetts Constitution
- General Laws
- Session Laws
- Rules

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE IX TAXATION

CHAPTER 60 COLLECTION OF LOCAL TAXES

Section 3D City or town aid to elderly and disabled taxation fund; voluntary check off donations

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PREV NEXT

PREV NEXT

Section 3D. A city or town which accepts the provisions of this section is hereby authorized, subject to the approval of the commissioner, to design and designate a place on its municipal tax bills, or the motor vehicle excise tax bills, or to mail with such tax bills a separate form, whereby the taxpayers of said city or town may voluntarily check off, donate and pledge an amount not less than \$1 or such other designated amount which shall increase the amount otherwise due, and to establish a city or town aid to the elderly and disabled taxation fund for the purpose of defraying the real estate taxes of elderly and disabled persons of low income.

Any amounts donated to said fund shall be deposited into a special account in the general treasury and shall be in the custody of the treasurer. The treasurer shall invest said funds at the direction of the officer, board, commission, committee or other agency of the city or town who or which is otherwise authorized and required to invest trust funds of the city or town and subject to the same limitations applicable to trust fund investments, except as otherwise specified herein. The fund, together with the interest earned thereon shall be used for the purpose specified in this section without further appropriation.

In any city or town establishing an aid to the elderly and disabled taxation fund, there shall be a taxation aid committee to consist of the chairman of the board of assessors, the city or town treasurer and three residents of the city or town to be appointed by the mayor or board of selectmen as the case may be. Said board shall adopt rules and regulations to carry out the provisions of this section and to identify the recipients of such aid.

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Discussion - One-Day Liquor License Policy (Fee)

BACKGROUND:

AGENDA ITEM #7

Current Alcohol Policy provides for a \$50 application fee for a One-Day License which can be waived at the discretion of the Board of Selectmen.

Associated back-up materials:

Pages 2-4 of Alcohol Policy (adopted 12/3/12; amended 5/5/14)

ADDITIONAL DETAILS:

Proposed Motion: I move that the Board of Selectmen revise the Alcohol Policy adopted 12/3/12 and amended 5/5/14 removing the License Application Fee of \$50 associated with One-Day licenses.

- d. Type of training and certificates
 - e. Date of training
 - f. Expiration date of certification
3. Wrist-Bands or any other kind of markings are prohibited as a method of identifying persons to be served alcoholic beverages.
 4. "Happy Hours" are prohibited.
 5. Cover charges are not allowed, except in compliance with M.G.L. Ch. 140, §183D and 204 CMR 2.16.
 6. Licensees shall not permit alcoholic beverages to be brought onto the licensed premises, by patrons or anyone other than a licensed distributor and shall not permit patrons to consume alcoholic beverages on the licensed premises that were not purchased on the licensed premises.
 7. No patron may remove any alcoholic beverage from the licensed premises, unless the patron is taking off the premises of a restaurant or hotel a resealed bottle of partially consumed wine, as regulated by MGL Ch. 138, §12 and ABCC regulations.
 8. The licensing of liquor establishments and what constitutes the public convenience will be subject to the informed discretion of the Board of Selectmen.

II.

This Policy Applies to all licensees issued alcoholic beverages licenses in Medway, except the sections pertaining to "Managers" and "Assistant Managers", which apply to annual licensees only. (Food service establishments that do not have an alcoholic beverages license may refer to the Board of Selectmen's "Common Victualler BYOB Policy").

III.

A. One-Day or Special Licenses:

The following types of organizations and individuals are eligible for one-day alcoholic beverage licenses under this policy. Other organizations or individuals may submit applications for consideration.

- Civic or municipal organizations
- Commercial establishments (beer and wine only)
- Fraternal organizations
- Non-profit organizations
- Non-profit unincorporated associations
- Individuals holding social events
- Unincorporated groups or organizations not engaged in the sale for profit of alcoholic beverages.
- Service clubs
- Veterans' organizations

CRITERIA FOR APPROVAL:

The following matters will be taken into account in approving one-day licenses:

1. **ADMISSION AGE:** The Board will require that sufficient responsible servers are present at a function so as to assure compliance with the sale or furnishing of alcoholic beverages to eligible attendees only.

2. **FREQUENCY:** The Board considers one-day licenses to be primarily for the purpose of sponsoring a function that would be considered a special occasion. One-day licenses are not intended as an alternative to an annual license.
3. **ACCEPTANCE OF CONDITIONS:** Acceptance of a one-day license under this policy will be deemed to be an acceptance of the conditions of the license and an agreement with the Town of Medway to be bound thereby.

CONDITIONS TO BE CONTAINED IN ONE-DAY LICENSES:

1. **CERTIFICATION OF SERVERS:** All persons engaged in furnishing alcoholic beverages at a licensed function, whether by sale or without charge are required to be certified servers. All servers must be certified as having completed an alcoholic beverage training program approved by the Town and have evidence of such valid certification in their possession. Waiver of this requirement may be granted by the Board of Selectmen based upon the following criteria:
 - a. Size of gathering
 - b. Type of event
 - c. Age of anticipated attendees
 - d. Alcoholic beverage server must be at least 21 years of age
 - e. Server must be identified on one-day alcohol license application
2. **HOURS OF SERVICE OF ALCOHOLIC BEVERAGES:** The hours of sale and service for all one-day licenses shall conclude by 1:00 a.m. The “last call” for all such licenses shall be no later than 12:30 a.m. The function shall conclude at 1:00 a.m., at the same hour as the license. Entertainment licenses shall state that the function shall conclude at 1:00 a.m.
3. **NUMBER OF PERSONS ON PREMISES:** The number of persons may not exceed the occupancy limits allowed by law for the premises on which the license will be exercised.
4. **POLICE DETAIL:** The number of officers, if any, and the hours during which a police detail will be required within the licensed premises and, if required, for orderly parking and traffic control will be recommended by the Police Department. Generally those hours will include the entire duration of the function, including after service hours. The factors to be considered include the location of the premises, availability of on-site parking, the number of persons estimated to be in attendance and the time and duration of the function.

ADDITIONAL PROVISIONS:

Departmental Approvals: The Board of Health and the Building Inspection Department must approve the licensed premises. For any function to which the general public will be admitted, the Building Inspection Department must approve the licensed premises as meeting handicap accessibility requirements.

Neighborhood Impact: The applicant or such other person designated by name, address and local telephone number in the application will be responsible for the orderly conduct of the function for which the license is issued. Consumption of alcoholic beverages outside of the structure within which the licensed function is to be held will not be permitted. Music, noise, or other function related activities must not create an undue imposition upon any adjacent residences. Police detail officers will be instructed to respond appropriately to complaints. Such response may include an order to terminate the event or otherwise limit the offending activity.

ADDITIONAL PROVISIONS:

Departmental Approvals: The Board of Health and the Building Inspection Department must approve the licensed premises. For any function to which the general public will be admitted, the Building Inspection Department must approve the licensed premises as meeting handicap accessibility requirements.

Neighborhood Impact: The applicant or such other person designated by name, address and local telephone number in the application will be responsible for the orderly conduct of the function for which the license is issued. Consumption of alcoholic beverages outside of the structure within which the licensed function is to be held will not be permitted. Music, noise, or other function related activities must not create an undue imposition upon any adjacent residences. Police detail officers will be instructed to respond appropriately to complaints. Such response may include an order to terminate the event or otherwise limit the offending activity.

Submission of Applications: Applications must be complete with all necessary endorsements when submitted to the Licensing Office and shall be submitted sufficiently in advance of the day upon which the licensed function is to begin so that it can be reviewed and approved or denied by the Board of Selectmen.

A one-day liability policy or bond may be required.

License Application Fee:

The fee for a one-day license is \$50.00. This fee may be waived at the discretion of the Board of Selectmen.

B. Change of Manager

Applies to annual license holders only

An application for change of manager must be filed with the Board of Selectmen at least two (2) weeks before the proposed effective date of the change, unless the approved manager has terminated his or her employment without prior notice to the licensee. In that case, by the close of the next business day following the termination of employment, the licensee must notify the Board in writing of the name of the person who will discharge the duties of manager pending selection and approval of a new manager.

Termination, replacement, transfer or other action pertaining to the approved manager requires submission of an application for change of manager at least two weeks prior to the intended action. The licensee must obtain approval of the application before changing the manager.

Action Items from Previous Meeting

BACKGROUND:

AGENDA ITEM #8

Associated back-up materials:

Action Item List

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 #9

Warrants to be made available at meeting.

ADDITIONAL DETAILS:

Town Administrator's Report

BACKGROUND:

AGENDA ITEM #10

No associated back-up materials.

ADDITIONAL DETAILS:

Selectmen's Report

BACKGROUND:

AGENDA ITEM #11

No associated back-up materials.

ADDITIONAL DETAILS:

November 17, 2014 ---- Regular Meeting

BACKGROUND:

ADDITIONAL DETAILS:

November 10, 2014 ---- Fall Town Meeting

BACKGROUND:

ADDITIONAL DETAILS: