

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

December 15, 2014, 6:30 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session – Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body [Azalea Drive]

Other Business (to immediately follow executive session)

1. Acceptance of Roadway Deeds and Easements – Morningside Drive
2. Acceptance of Deed for Drainage and Utility Easements – Applegate Farms Subdivision
3. Water Accountability Update
4. Authorization of Chairman to Execute Contract Amendment with Wheelabrator (Trash Removal Services)
5. Public Hearing (7:30PM) – Joint Pole Relocation Petition – Winthrop Street
6. Approval – American Legion Road Race – June 20, 2015
7. Action Items from Previous Meeting
8. Approval of Warrants
9. Town Administrator's Report
10. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

January 5, 2015 ---- Regular Meeting

January 20, 2015 ---- Regular Meeting (holiday week)

AGENDA

ITEM #1

Acceptance of Roadway Deeds and Easements – Morningside Dr

Associated back up materials attached.

- Deed forms for Morningside Dr

Proposed motion: I move that the Board accept the deeds associated with the Street Acceptance Plan for Morningside Drive, namely a grant of permanent drainage easement, fee in open space and drainage parcel, and fee in Morningside Drive.

Property Address: Lots 7A and 8A, Morningside Drive, Medway, MA

**GRANT OF PERMANENT DRAINAGE EASEMENT
(MORNINGSIDE DRIVE)**

Fox Run Development Group, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, with a usual place of business at 287 Chauncy Street, C100, Mansfield, MA (“Grantor”) for consideration of less than One Hundred and 00/100 (\$100.00) Dollars, does hereby give, grant, transfer and deliver unto THE TOWN OF MEDWAY, a municipal corporation in Norfolk County, Massachusetts, with a mailing address at Town Hall, 155 Village Street, Medway, Massachusetts 02053, **ACTING BY AND THROUGH ITS BOARD OF SELECTMEN** (“Grantee”), a **perpetual non-exclusive right and easement** to construct, operate, inspect, repair, renew, replace, relocate, and forever maintain water mains, sewer mains, and storm water drainage system together with any or all walls, manholes, pipes, conduits, gates, drainage easements and other appurtenances related thereto and to do all acts incidental thereto, including the right to pass along and over the easement area by foot or with motor vehicle for the aforesaid purpose, in, across, along, through and under the easement area identified on the plan titled “STREET ACCEPTANCE PLAN FOR MORNINGSIDE DRIVE, prepared by Outback Engineering Incorporated dated October 7, 2014 and recorded with the Norfolk District Registry of Deeds herewith as Plan No. _____ of 2014 as “20’ WIDE EASEMENT AREA” the northerly boundary of which runs parallel to the southerly side line of Lot 7A along a line with a compass bearing of S 74°47’42”E for a distance of 47.67 feet and the southerly boundary of which runs parallel to the northerly side line of Lot 8A along a line with a compass bearing of N 74°47’42”W for a distance of 61.44 feet as shown on the detail for said Plan.

The Grantor warrants that the aforesaid easements are free and clear of all liens or encumbrances, that it has good title to transfer the same, and that it will defend the same against claims of all persons. All drainage structures and pipes and the appurtenant equipment presently located in the Easement Area shall be owned by the Grantee

In the exercise of rights hereunder, the Grantee agrees that it shall take all reasonable steps necessary to preserve the use of the Easement Area by the Grantor for any and all purposes not inconsistent therewith, and shall restore and repair any portion of Grantor's land disturbed by the work described above to substantially its former condition after completion of such work, including, without limitation, the restoration of any landscaped, seeded, loamed, graded or other area which has been damaged, destroyed or disturbed as a result of such work.

The Grantor and Grantee mutually understand and agree that the Grantor, and others to whom the Grantor may grant rights, shall have the right to fully use and enjoy the surface and subsurface of the Easement Area for any use which does not unreasonably interfere with the exercise by the Grantee of the rights granted herein, and that the rights, benefits, obligations and burdens herein shall run with the land and shall be binding on the respective heirs, successors, and assigns of Grantor and Grantee.

For title see deed to the Grantor from J. Pavlik, Nancy P. Russell, Dorothy F. Pavlik, Administratrix of the Estate of Daniel R. Pavlik, James A. Pavlik and Thomas F. Pavlik under a deed dated October 14, 2010 recorded in Book 28163, Page 357 and deed of Dorothy F. Pavlik dated October 1, 2012 and recorded in Book 30731, Page 509.

IN WITNESS WHEREOF, the said Fox Run Development, LLC has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Mujeebuddin Ahmed, its Manager, this 28th day of November, 2014.

Fox Run Development, LLC

Mujeebuddin Ahmed
By: Mujeebuddin Ahmed
Its: Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

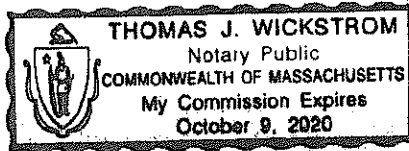
Worcester, ss.

November 28th, 2014

On this 28th day of November, 2014, before me, the undersigned notary public, personally appeared Mujeebuddin Ahmed, proved to me through satisfactory evidence of identification, which was a valid Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager, and on behalf of, Fox Run Development, LLC.

Thomas J. Wickstrom
Notary Public

My commission expires:



ACCEPTANCE OF DEED

Acceptance of the foregoing deed by the Town of Medway Board of Selectmen is acknowledged as of this 15th day of December, 2014, pursuant to authority granted by vote under Article 15 of the November 10, 2014 Special Town Meeting.

In witness wherefore we, the duly elected and qualified Selectmen of the Town of Medway have hereunto set our hands this 15th day of December, 2014.

Dennis Crowley, Chairman

Maryjane White

Richard D'Innocenzo

John Foresto

Glenn Trindade

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 15, 2014

On this 15th day of December, 2014, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily as members of the Town of Medway Board of Selectmen for its stated purpose.

Notary Public

My commission expires: _____

Property Address: Parcel A. Open Space. Drainage Parcel. Morningside Drive. Medway. MA

**QUITCLAIM DEED
FEE IN OPEN SPACE AND DRAINAGE PARCEL**

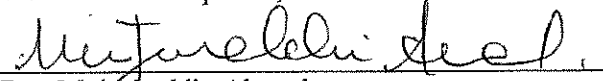
Fox Run Development Group, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, (the "Grantor"), with a usual place of business at 287 Chauncy Street, C100, Mansfield, MA, for consideration paid of less than One Hundred and 00/100 (\$100.00) Dollars, and in consideration of the Town of Medway accepting the premises Morningside Drive as a public way, the sufficiency of with is acknowledged, does hereby grant to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS BOARD OF SELECTMEN** (the Grantee), Medway Town Hall, 155 Village Street, Medway, Norfolk County, Massachusetts 02053 with **QUITCLAIM COVENANTS** all of the right, title and fee interest of the Grantor in and to a certain parcel of land situated on Morningside Drive, Medway, Norfolk County, Massachusetts, and shown as "PARCEL A OPEN SPACE & DRAINAGE PARCEL 9,236 S.F. (NOT A BUILDABLE LOT)" on a plan titled on a plan titled "STREET ACCEPTANCE PLAN FOR MORNINGSIDE DRIVE, prepared by Outback Engineering Incorporated dated October 7, 2014 and recorded with the Norfolk District Registry of Deeds herewith as Plan No. _____ of 2014 said way being bounded and described as set forth in said plan.

The Grantor hereby represents that this conveyance does not constitute all or substantially all of the Grantor's assets in the Commonwealth of Massachusetts.

For title see deed to the Grantor from J. Pavlik, Nancy P. Russell, Dorothy F. Pavlik, Administratrix of the Estate of Daniel R. Pavlik, James A. Pavlik and Thomas F. Pavlik under a deed dated October 14, 2010 recorded in Book 28163, Page 357 and deed of Dorothy F. Pavlik dated October 1, 2012 and recorded in Book 30731, Page 509.

IN WITNESS WHEREOF, the said Fox Run Development, LLC has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Mujeebuddin Ahmed, its Manager, this 28th day of November, 2014.

Fox Run Development, LLC



By: Mujeebuddin Ahmed

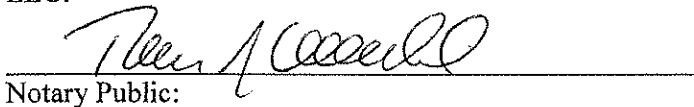
Its: Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

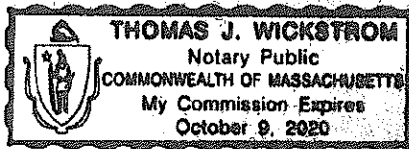
November 28, 2014

On this 28th day of November, 2014, before me, the undersigned notary public, personally appeared Mujeebuddin Ahmed, proved to me through satisfactory evidence of identification, which was a valid Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager of, and on behalf of, Fox Run Development, LLC.



Notary Public:

My commission expires:



ACCEPTANCE OF DEED

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In witness wherefore we, the duly elected and qualified Selectmen of the Town of Medway have hereunto set our hands this 15th day of December, 2014.

Dennis Crowley, Chairman

Maryjane White

Richard D’Innocenzo

John Foresto

Glenn Trindade

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 15, 2014

On this 15th day of December, 2014, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily as members of the Town of Medway Board of Selectmen for its stated purpose.

Notary Public

My commission expires: _____

QUITCLAIM DEED
(FEE IN MORNINGSIDE DRIVE)

Fox Run Development Group, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, (“Grantor”), with a usual place of business at 287 Chauncy Street, C100, Mansfield, MA, for consideration paid of less than One Hundred and 00/100 (\$100.00) Dollars, and in consideration of the Town of Medway accepting the premises described herein as a public way, the sufficiency of which is acknowledged, does hereby grant to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS BOARD OF SELECTMEN** (“Grantee”), Medway Town Hall, 155 Village Street, Medway, Norfolk County, Massachusetts 02053 with **QUITCLAIM COVENANTS** for purposes of a public way, all of the right, title and fee interest of the Grantor in and to that certain way and all utilities located therein situated in Medway, Norfolk County, Massachusetts and shown as “**MORNINGSIDE DRIVE**” on a plan titled “**STREET ACCEPTANCE PLAN FOR MORNINGSIDE DRIVE**, prepared by Outback Engineering Incorporated dated October 7, 2014 and recorded with the Norfolk District Registry of Deeds herewith as Plan No. _____ of 2014 said way being bounded and described as set forth in said plan.

The Grantor hereby represents that this conveyance does not constitute all or substantially all of the Grantor’s assets in the Commonwealth of Massachusetts.

For title see deed to the Grantor from J. Pavlik, Nancy P. Russell, Dorothy F. Pavlik, Administratrix of the Estate of Daniel R. Pavlik, James A. Pavlik and Thomas F. Pavlik under a deed dated October 14, 2010 recorded in Book 28163, Page 357 and deed of Dorothy F. Pavlik dated October 1, 2012 and recorded in Book 30731, Page 509.

Property Address: Morningside Drive, Medway, MA

IN WITNESS WHEREOF, the said Fox Run Development, LLC has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Mujeebuddin Ahmed, its Manager, this 28th day of November, 2014.

Fox Run Development, LLC

Mujeebuddin Ahmed

By: Mujeebuddin Ahmed

Its: Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

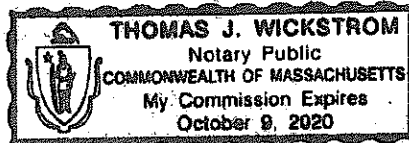
November 28 2014

On this 28th day of November, 2014, before me, the undersigned notary public, personally appeared Mujeebuddin Ahmed, proved to me through satisfactory evidence of identification, which was a valid Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager of, and on behalf of, Fox Run Development, LLC.

Thomas J. Wickstrom

Notary Public:

My commission expires:



ACCEPTANCE OF DEED

Acceptance of the foregoing deed by the Town of Medway Board of Selectmen is acknowledged as of this 15th day of December, 2014, pursuant to authority granted by vote under Article 15 of the November 10, 2014 Special Town Meeting.

In witness wherefore we, the duly elected and qualified Selectmen of the Town of Medway have hereunto set our hands this 15th day of December, 2014.

Dennis Crowley, Chairman

Maryjane White

Richard D’Innocenzo

John Foresto

Glenn Trindade

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 15, 2014

On this 15th day of December, 2014, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily as members of the Town of Medway Board of Selectmen for its stated purpose.

Notary Public

My commission expires: _____

AGENDA

ITEM #2

Acceptance of Deed for Drainage and Utility Easements – Applegate Farm

Associated back up materials attached.

- Easement Deed form for Applegate Farm Subdivision
- Maps showing easements

Proposed motion: I move that the Board accept the utility and access easement deed for the Applegate Farm Subdivision.

UTILITY EASEMENT

I, RALPH M. COSTELLO, AS TRUSTEE OF CEDAR TRAIL TRUST, established under Declaration of Trust dated October 15, 1992, and recorded with Norfolk County Registry of Deeds (the "Registry") in Book 9591, Page 536 ("Grantor"), for One Dollar (\$1.00) consideration paid, hereby GRANT to the TOWN OF MEDWAY, by and through its Board of Selectmen, a Massachusetts municipal corporation, with a mailing address at Town Hall, 155 Village Street, Medway, Massachusetts 02053 ("Grantee"), the perpetual non-exclusive right and easement in, through and under the following described areas (the "Easement Areas"). The Easement Areas are shown as (i) "Proposed 30' Wide Utility & Access Easement Area = 9,895± s.f." (the "Utility and Access Easement"); (ii) "Proposed Utility Easement 1,485± s.f." (the "Utility Easement"); and (iii) "Proposed Access & Utility Easement" (the "Access and Utility Easement") 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 (the "Subdivision Plan"). The Subdivision Plan is recorded in the Registry as Plan _____ of 2014, Plan Book _____. As shown on the Subdivision Plan, the Access and Utility Easement is located on Lot 7, Lot 8B, Lot 9B and Lot 12B; the Utility Easement is located on Lot 7B; and the Utility and Access Easement is located on Lot 10B. The Utility and Access Easement, the Utility Easement and the Access and Utility Easement are more particularly described in Exhibit A, attached hereto.

The Easement Areas are created by Grantor so as to enable the Grantor and Grantee to use in common the Easement Areas for access to and egress from the Lots (as shown on the Plan) by passing and re-passing by vehicle or by foot, for purposes including, without limitation, the installation, use, repair, restoration and replacement of pipes, wires, conduits, lines and appurtenances for sewer, water, storm drainage, gas, electricity, telephone, cable television and other utilities, together with the right to tie into, use, repair, restore and replace the existing utilities within such designated areas and any additional utilities which may be installed therein; provided that all such utilities shall be installed below ground, except for fire hydrants, vent pipes, street lamps, pump houses, and other appurtenances which are now or hereafter customarily above ground. Grantor assumes no responsibility for the perpetual maintenance of the Easement Areas.

Grantor and others to whom Grantor may grant rights shall have the right to fully use and enjoy the surface and subsurface of the Easement Areas for any use which does not unreasonably interfere with the exercise by Grantee of the rights granted herein.

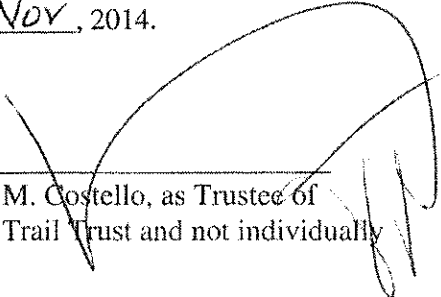
The rights, benefits, obligations and burdens herein shall run with the land and shall be binding on the respective heirs, successors and assigns of Grantor and Grantee.

For Grantor's title, see deed of Edward Fontanella dated September 14, 2005 and recorded with said Deeds in Book 22893, Page 600.

Ralph M. Costello, as Trustee of Cedar Trail Trust, established under Declaration of Trust dated October 15, 1992 and recorded in the Norfolk County Registry of Deeds in Book 9591, Page 536 (the "Trust"), certifies that (i) Ralph M. Costello is the sole trustee of the Trust, (ii) the Trust is in full force and effect and has not been amended or modified, except as provided above, and has not been revoked and remains in full force and effect as of the date hereof, and (iii) Ralph M. Costello has the full power and authority and has been directed by all of the beneficiaries of the Trust to grant this easement to the Grantee on the terms set forth herein, and in connection therewith to execute and deliver on behalf of the Trust, any and all documents with respect to said easement.

EXECUTED under seal this 21st day of NOV, 2014.

Ralph M. Costello, as Trustee of
Cedar Trail Trust and not individually



COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

On this 21st day of Nov, 2014, before me, the undersigned notary public, personally appeared Ralph Costello, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Cedar Trail Trust.

Mary P. Nally
Notary Public
Printed Name Mary P. Nally
My commission expires: _____
Official Seal

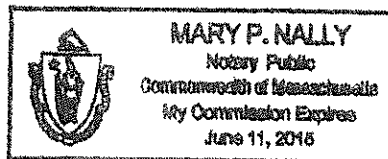


EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREAS

Proposed 30' Wide Utility & Access Easement Area = 9,895± s.f.

Proposed Utility Easement, 1,485± s.f.

Proposed Access & Utility Easement

A1083206

ACCEPTANCE OF DEED

Acceptance of the foregoing deed by the Town of Medway Board of Selectmen is acknowledged as of this 15th day of December, 2014, pursuant to authority granted by vote under Article 16 of the November 10, 2014 Special Town Meeting.

In witness wherefore we, the duly elected and qualified Selectmen of the Town of Medway have hereunto set our hands this 15th day of December, 2014.

Dennis Crowley, Chairman

Maryjane White

Richard D'Innocenzo

John Foresto

Glenn Trindade

COMMONWEALTH OF MASSACHUSETTS

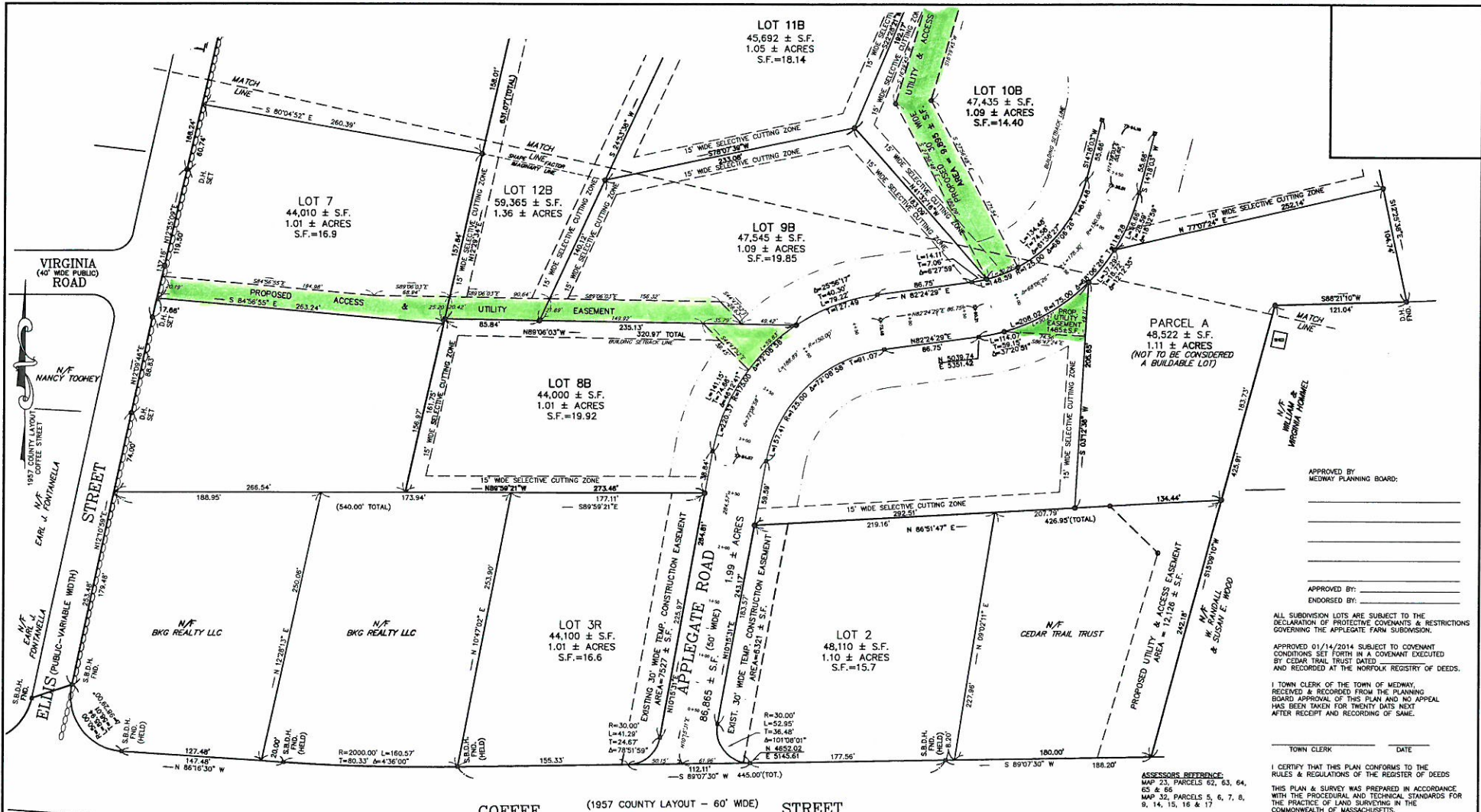
Norfolk, ss.

December 15, 2014

On this 15th day of December, 2014, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily as members of the Town of Medway Board of Selectmen for its stated purpose.

Notary Public

My commission expires: _____



ZONING CLASSIFICATION: AGRICULTURAL & RESIDENTIAL DISTRICT 1 (AR1)
 AREA: 44,000 S.F.
 FRONTAGE: 180'
 FRONT SETBACK: 35'
 SIDE SETBACK: 15'
 REAR SETBACK: 15'

FLOOD MAP REFERENCES:
 LOCUS LIES IN A ZONE C (AREA OF MINIMAL FLOODING) AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 220243-00059 EFFECTIVE DATE, JUNE 18, 1980.

OWNERS DEED REFERENCE:
 CEDAR TRAIL TRUST
 RALPH M. COSTELLO, TRUSTEE
 (NORFOLK COUNTY REGISTRY OF DEEDS)
 BOOK 22983, PAGE 600

PLAN REFERENCE:
 (NORFOLK COUNTY REGISTRY OF DEEDS)
 1.) PLAN FILED AS PAGES 53-56 OF 2007 IN PLAN BK. 565
 2.) PLAN NO. 562 OF 1989, PLAN BK. 226
 3.) PLAN NO. 705 OF 1986, PLAN BK. 224
 4.) PLAN NO. 801 OF 1993, PLAN BK. 418

GRAPHIC SCALE
 (IN FEET)
 1 inch = 40 ft.

REVISIONS

DATE	REVISION DESCRIPTION	DES.	FLD:
8/12/13	PLG. BRD. COMMENTS		DMR
4/28/14	CONDITIONS OF APPROVAL		PET

GLM ENGINEERING CONSULTANTS, INC.
 19 EXCHANGE STREET
 HOLLISTON, MASSACHUSETTS 01746
 (508)428-1100 fax:(508)428-7160

AMENDED DEFINITIVE SUBDIVISION "APPLIGATE FARM" MEDWAY, MASSACHUSETTS

OWNER: CEDAR TRAIL TRUST
TRUSTEE: RALPH M. COSTELLO, TRUSTEE
 303 MAIN STREET
 MEDFIELD, MASSACHUSETTS 02052

APPLICANT: UNIQUE HOMES, INC.
 303 MAIN STREET
 MEDFIELD, MASSACHUSETTS 02052

JOYCE E. HASTINGS P.L.S. DATE

APPROVED BY: _____
 ENDORSED BY: _____

APPROVED 01/14/2014 SUBJECT TO COVENANT CONDITIONS SET FORTH IN A COVENANT EXECUTED BY CEDAR TRAIL TRUST DATED AND RECORDED AT THE NORFOLK REGISTRY OF DEEDS.

I TOWN CLERK OF THE TOWN OF MEDWAY, RECEIVED & RECORDED FROM THE PLANNING BOARD APPROVAL OF THIS PLAN AND NO APPEAL HAS BEEN TAKEN FOR TWENTY DAYS NEXT AFTER RECEIPT AND RECORDING OF SAME.

TOWN CLERK DATE

ALL SUBDIVISION LOTS ARE SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS GOVERNING THE APPLIGATE FARM SUBDIVISION.

APPROVED 01/14/2014 SUBJECT TO COVENANT CONDITIONS SET FORTH IN A COVENANT EXECUTED BY CEDAR TRAIL TRUST DATED AND RECORDED AT THE NORFOLK REGISTRY OF DEEDS.

I TOWN CLERK OF THE TOWN OF MEDWAY, RECEIVED & RECORDED FROM THE PLANNING BOARD APPROVAL OF THIS PLAN AND NO APPEAL HAS BEEN TAKEN FOR TWENTY DAYS NEXT AFTER RECEIPT AND RECORDING OF SAME.

TOWN CLERK DATE

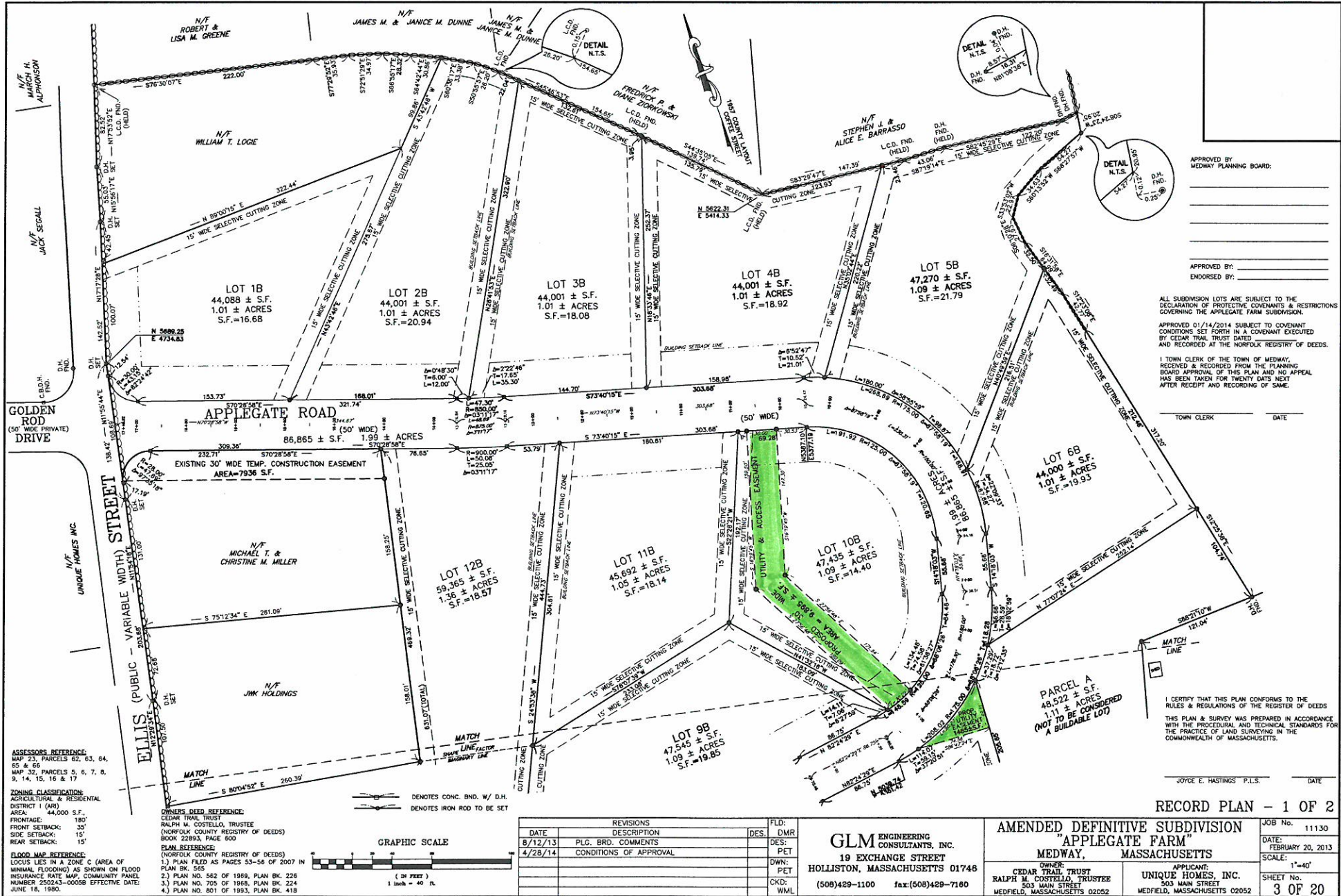
I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES & REGULATIONS OF THE REGISTER OF DEEDS

THIS PLAN & SURVEY WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

JOYCE E. HASTINGS P.L.S. DATE

RECORD PLAN - 2 OF 2

JOB No. 11130
 DATE: FEBRUARY 20, 2013
 SCALE: 1"=40'
 SHEET No. 4 OF 20



APPROVED BY:

 MEDWAY PLANNING BOARD

APPROVED BY:

 ENDORSED BY:

ALL SUBDIVISION LOTS ARE SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS GOVERNING THE APPLGATE FARM SUBDIVISION.

APPROVED 01/14/2014 SUBJECT TO COVENANT CONDITIONS SET FORTH IN A COVENANT EXECUTED BY CEDAR TRAIL TRUST DATED AND RECORDED AT THE NORFOLK REGISTRY OF DEEDS.

I, TOWN CLERK OF THE TOWN OF MEDWAY, RECEIVED & RECORDED FROM THE PLANNING BOARD APPROVAL OF THIS PLAN AND NO APPEAL HAS BEEN TAKEN FOR TWENTY DAYS NEXT AFTER RECEIPT AND RECORDING OF SAME.

TOWN CLERK _____ DATE _____

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES & REGULATIONS OF THE REGISTER OF DEEDS

THIS PLAN & SURVEY WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

JOYCE E. HASTINGS P.L.S. _____ DATE _____

RECORD PLAN - 1 OF 2

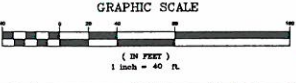
ASSESSORS REFERENCE:
 MAP 23, PARCELS 62, 63, 64, 65 & 66
 MAP 32, PARCELS 5, 6, 7, 8, 9, 14, 15, 16 & 17

ZONING CLASSIFICATION:
 AGRICULTURAL & RESIDENTIAL DISTRICT 1 (AR)
 AREA: 44,000 S.F.
 FRONTAGE: 180'
 FRONT SETBACK: 35'
 SIDE SETBACK: 15'
 REAR SETBACK: 15'

FLOOD MAP REFERENCE:
 LOCUS LIES IN A ZONE C (AREA OF MINIMAL FLOODING) AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 250243-0005B EFFECTIVE DATE: JUNE 18, 1980.

OWNERS DEED REFERENCE:
 CEDAR TRAIL TRUST
 RALPH M. COSTELLO, TRUSTEE
 (NORFOLK COUNTY REGISTRY OF DEEDS) BOOK 22893, PAGE 800

PLAN REFERENCE:
 (NORFOLK COUNTY REGISTRY OF DEEDS)
 1.) PLAN FILED AS PAGES 53-56 OF 2007 IN PLAN BK. 565
 2.) PLAN NO. 562 OF 1956, PLAN BK. 226
 3.) PLAN NO. 705 OF 1968, PLAN BK. 224
 4.) PLAN NO. 801 OF 1993, PLAN BK. 418



DATE	REVISIONS DESCRIPTION	DES.	FLD:
8/12/13	PLG. BRD. COMMENTS	DES:	DMR
4/28/14	CONDITIONS OF APPROVAL	PET	PET
		DMN:	PET
		CKD:	WML

GLM ENGINEERING CONSULTANTS, INC.
 19 EXCHANGE STREET
 HOLLISTON, MASSACHUSETTS 01746
 (508)429-1100 fax:(508)429-7180

AMENDED DEFINITIVE SUBDIVISION
"APPLEGATE FARM"
 MEDWAY, MASSACHUSETTS

OWNER:
 CEDAR TRAIL TRUST
 RALPH M. COSTELLO, TRUSTEE
 303 MAIN STREET
 MEDFIELD, MASSACHUSETTS 02052

APPLICANT:
 UNIQUE HOMES, INC.
 503 MAIN STREET
 MEDFIELD, MASSACHUSETTS 02052

JOB No. 11130
 DATE: FEBRUARY 20, 2013
 SCALE: 1"=40'
 SHEET No. 3 OF 20

AGENDA

ITEM #3

Water Accountability Update

No associated back up materials.

AGENDA

ITEM #4

Authorization of Chairman to Execute Contract Amendment with Wheelabrator (Trash Removal Services)

Associated back up materials attached.

- Amendment #1 to Wheelabrator Contract

Note – Amendment is conditioned upon $\frac{3}{4}$ of participating municipalities executing agreement. Wheelabrator will execute the amendment once this threshold is reached.

Proposed motion: I move that the Board authorize the Chairman to execute the amendment to the Town's contract with Wheelabrator as presented.

**FIRST AMENDMENT TO THE WHEELABRATOR MILLBURY INC.
WASTE DISPOSAL AGREEMENT**

This First Amendment to the Wheelabrator Millbury Inc. Waste Disposal Agreement (the "Amendment") dated as of the _____ day of _____, 2014, is made and entered into by and between Wheelabrator Millbury, Inc., a Delaware corporation, with a business address at 331 Southwest Cutoff Road, Millbury, MA 01527 ("WMI") and the Town of Medway, a body politic and corporate existing as a political subdivision of the Commonwealth of Massachusetts, acting by and through its Delectors with offices at 155 Village St. Medway, Massachusetts (the "Town"). Both WMI and the Town, when jointly referred to shall hereinafter be the "Parties".

RECITALS

WHEREAS, WMI and the Town entered into the Wheelabrator Millbury Inc. Waste Disposal Agreement dated May 3, 2006 (the "Agreement") for receiving and disposing of the Town's "Residential Acceptable Waste", as that term is defined in the Agreement, at WMI's facility located in Millbury, Massachusetts; and

WHEREAS, Section VII of the Agreement allows either Party to terminate the Agreement effective December 31, 2017, provided that notice of such termination is sent in writing to the other Party no later than December 31, 2015; and

WHEREAS, rather than either WMI or the Town exercising their termination rights pursuant to Section VII of the Agreement, the Parties have agreed to enter into this First Amendment; and

WHEREAS, the Parties agree, except as otherwise expressly noted, that Sections 1 and 3 of this Amendment shall take effect on January 1, 2015, and that Section 2 shall take effect on January 1, 2018; and

WHEREAS, the Parties agree that, except as amended hereby, all other provisions of the Agreement shall remain in force and effect;

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants and promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree to amend, by this Amendment, the Agreement as follows:

1. The following amendments shall take effect on January 1, 2015:
 - a. Section 1, Definitions: Section 1, Paragraph 17 is hereby amended by substituting "Wheelabrator Technologies Inc.," for "Waste Management, Inc.,"

b. Section V, Service Fees: This Section shall be amended as follows:

(i) Section V.2 is stricken and replaced with the following:

“2. (a) For all Residential Acceptable Waste delivered to and accepted at the Facility in accordance with this Agreement, or otherwise disposed of by or at the direction or cost of WMI, and regardless of whether such Residential Acceptable Waste was not actually delivered to and disposed of at the Facility so long as the Town owes WMI a payment obligation thereof pursuant to this Agreement, the Town shall pay WMI a Tipping Fee of sixty four dollars (\$64.00) per Ton as of January 1, 2015. On July 1, 2016, the Tipping Fee shall increase to sixty six dollars (\$66.00) per Ton. The Base Date for purposes of calculating escalation shall be July 1, 2016. The Anniversary Date shall be July 1 of each succeeding calendar year during the term of this Agreement, commencing July 1, 2017.

(b) The Tipping Fee set forth in Section V.2 (a) shall be escalated on the Anniversary Date and annually on each subsequent Contract Year in accordance with the following formula:

$$TF_x = BTF [1 + (.75(\Delta CPI))]$$

Where:

TF_x = Tipping Fee as of the Anniversary Date in the computation year.

BTF = The Base Tipping Fee as of the Base Date.

$$\Delta CPI = \frac{CPI_x - CPI_B}{CPI_B}$$

Where:

CPI = CPI Urban Wage Earners and Clerical Workers- Northeast Region.

CPI_B = March 1, 2016.

CPI_x = The CPI published for March in the computation year.

c. Section VII, Term: This Section is amended by striking all provisions following the first sentence.

d. Section XIV, Corporate Guarantee: The second and third sentences of this Section shall be amended as follows:

“If at any time the Guarantor has net worth of less than \$50 million, WMI shall promptly provide other security reasonably acceptable to the Town to guarantee WMI’s performance of its obligations under this Agreement. The obligations of the Guarantor shall be binding on the Guarantor’s successors and assigns and may not be assigned or transferred to any other party without the prior written approval of the Town, such approval not to be unreasonably withheld; notwithstanding the foregoing, the Guarantor may assign its

obligations to an entity with (i) an investment grade rating or better from either Standard and Poor's Corporation or any successor or Moody's Investors Services Inc. or any successor or (ii) a net worth of at least \$50 million without the consent of the Town."

e. Appendix V, Corporate Guarantee: Appendix V shall be deleted and replaced with the corporate guarantee in the form set forth in Attachment A to this Amendment.

2. The following amendments shall take effect on January 1, 2018:

a. Section I, Definitions: The definitions of "Guaranteed Annual Tonnage" and "Shortfall Fees" shall be stricken in their entirety and replaced with the following:

(i) "16. [Reserved]"

(ii) "23. [Reserved]"

b. Section II, Guaranteed Delivery and Acceptance of Acceptable Waste: Paragraphs 2, 3 and 4 shall be deleted from the Agreement and Paragraphs 2 and 3 shall be replaced with the following:

"2. If the Town decides that it will no longer provide for, and control the collection and disposal of, Acceptable Waste from all residential households within the Town either by itself or by contractors of the Town, the Town shall provide WMI at least one year's written notice in advance. In the event that the Town so notifies, WMI shall have the option to terminate this Agreement at any time thereafter.

3. WMI shall have the right to audit the Town's waste supply information and procedures to ensure that the Town is delivering all its Residential Acceptable Waste that is not Recycled to the Facility."

c. Section III, Refusal to Accept Deliveries: Paragraph 3 is stricken in its entirety and replaced with the following:

"The Town shall use all reasonable efforts to supply excess quantities of Residential Acceptable Waste to WMI upon WMI's reasonable request, and at the times requested, once a Force Majeure Event which prevented WMI from accepting Residential Acceptable Waste pursuant to Section III.1(d) has been remedied or when WMI removes or remedies the cause of its refusal to accept such Acceptable Waste pursuant to Section III.2(a)."

d. Section III, Refusal to Accept Deliveries: Paragraph 4(b) is stricken in its entirety and replaced with the following:

“If as a result of a Force Majeure Event the capacity of the Facility to accept and process Residential Acceptable Waste is reduced but not completely suspended, WMI shall allocate a portion of such reduced capacity of the Facility to the Town pro rata based on the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) years immediately preceding the date of the Force Majeure Event.”

e. Section VI, Payments: this Section shall be amended as follows:

- (i) The third line of Section VI.2. is amended by inserting the word “and” after the phrase “Service Fees” and striking the words “and Shortfall Fees” appearing after the phrase “Change in Law costs”.
- (ii) Section VI.2. is further amended by striking the last sentence.

f. Section XII, Force Majeure Events; Change in Law: This Section shall be amended as follows:

Section XII.2(a)(i) shall be amended by striking the clause “...the Town’s Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage requirement under Section II.1) or...”

g. Section XV, Right of First Refusal: This Section shall be amended as follows:

- (i) Section XV.1 (a) shall be amended by striking the clause “...the Town’s Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or...”
- (iii) Section XV.1 (b) shall be amended by striking the clause “...the Town’s Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or...”

3. Release of Waste Management, Inc.

The Corporate Guarantee dated _____ by Waste Management in favor of the Town is hereby terminated and Waste Management shall have no further obligations or liabilities thereunder. WMI shall cause Wheelabrator Technologies Inc. to execute on the date hereof the Corporate Guarantee in the form attached hereto as Attachment A to this Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Amendment to be executed as a sealed instrument by their duly authorized representatives as of the day and year first above written.

Approved as to form:

[Town/City of Medway]

By: _____

by: _____


Name: _____

Name: _____

Title: _____

Title: _____

WHEELABRATOR MILLBURY INC.

As to Availability of Funds:
 12/11/14
62004312 5386

By: _____

Name: _____

Title: _____

AGENDA

ITEM #5

Public Hearing (7:30 PM) Joint Pole Relocation Petition – Winthrop St

Associated back up materials attached.

- Verizon's petition and Town's notice to abutters

Proposed motion:

1. I move that the Board open the hearing on the joint petition of Verizon and NSTAR to relocate a pole on Winthrop St.
2. I move that the Board close the hearing.
3. I move that the Board approve the relocation of pole number T.46/E.46 309 feet as requested.

Albert E. Bessette
Right of Way Manager



365 State Street
Springfield, MA 01105

Phone 413 787-0310
Cell 413 441-3612
Fax 413 734-9123
albert.e.Bessette.jr@verizon.com

November 20, 2014

Medway Board of Selectmen
155 Village Street
Medway, MA 02053

**RE: Petition for Verizon job #4A0AH9D
Winthrop Street**

Dear Honorable Board Members:

Enclosed find the following items in support of the above-referenced project:

1. Petition;
2. Petition Plan;
3. Order.

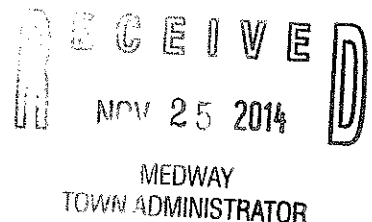
A Public hearing and notice to abutters is required. A Verizon representative will attend the Public hearing. Should any questions or comments arise concerning this matter prior to the hearing, please contact me at (413) 787-0310. Your Assistance is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "AES", written over a white background.

Albert E. Bessette
Right of Way Manager

Enc



Town

PETITION FOR JOINT POLE RELOCATION

To the Board of Selectmen

of Medway, Massachusetts.

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Winthrop Street:

On the westerly sideline, relocate JO Pole No. T.46/E.46 approximately 309 feet northerly from the center line of Clover Lane.

1 JO Pole to be relocated

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – **VERIZON NO. 4A0AH9D**, Dated September 25, 2014.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND INC.

By 
Albert E. Bessette, Manager - Rights of Way

NSTAR ELECTRIC

By 
Engineering Manager

William D. Lemos



PETITION PLAN

MUNICIPALITY

MEDWAY

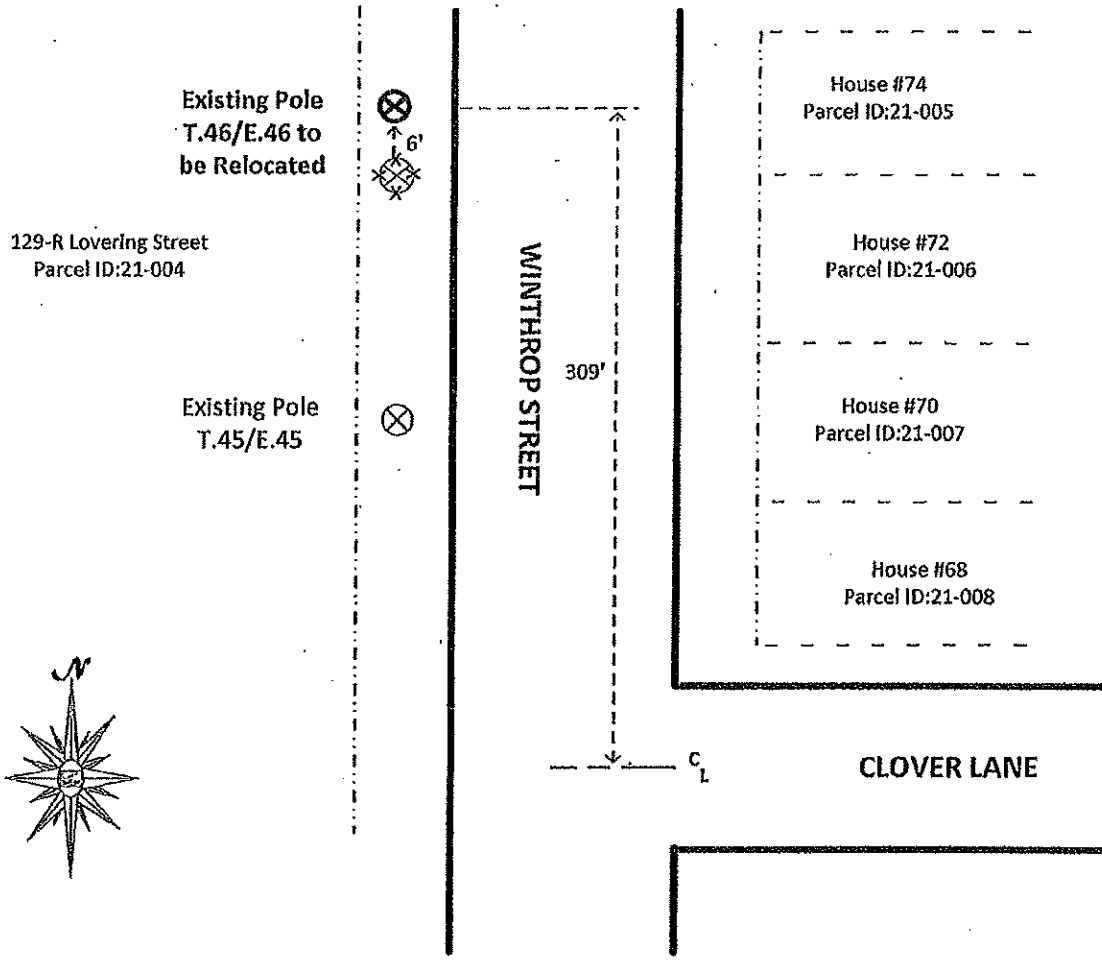
NO. 4A0AH9D

VERIZON NEW ENGLAND, INC and NSTAR

DATE: September 25, 2014

SHOWING

PROPOSED POLES ON WINTHROP STREET

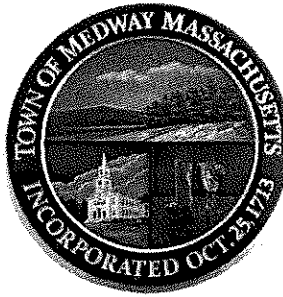


LEGEND

	PROPOSED VERIZON POLE		EXISTING JOINTLY OWNED POLE TO REMAIN
	VERIZON POLE TO BE REMOVED		POWER CO. POLE TO BE REMOVED
	VERIZON POLE TO REMAIN		EXISTING JOINTLY OWNED POLE TO BE REMOVED
	PROPOSED JOINTLY OWNED POLE		EXISTING POWER CO. POLE TO BE HELD JOINTLY
	EXISTING VERIZON MANHOLE		PROPOSED VERIZON MANHOLE
	EXISTING VERIZON CONDUIT		PROPOSED VERIZON CABINET

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

December 1, 2014

**Re: Abutter Notification - Public Hearing for Petition for
Joint Pole Relocation on Winthrop Street**

Dear Sir or Madam:

The purpose of this correspondence is to notify you that the Medway Board of Selectmen will be holding a rescheduled public hearing on the petition for joint pole relocation of one pole on Winthrop Street. (A prior public hearing notice was sent to you regarding this matter, but the relocation petition was subsequently revised.) The public hearing will be held on Monday, **December 15, 2014, at 7:30 PM** in Sanford Hall, Town Hall, 155 Village Street. Specifically,

Verizon New England Inc. and NSTAR Electric request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by both, along and across the following public way:

Winthrop Street:

On the westerly sideline, relocate JO Pole No. T.46/E.46 approximately 309 feet northerly from the center line of Clover Lane.

A copy of the petition plan can be found on the back side of this letter. If you wish to be heard on the petition, please be present at the above date and time.

Sincerely,

The Medway Board of Selectmen

AGENDA

ITEM #6

**Approval – American Legion Road Race
– June 20, 2015**

Associated back up materials attached.

- Request from Doug Wahl
- Police Dept recommendation

Proposed motion: I move that the Board approve the American Legion's request to host a road race on June 20, 2015 conditioned upon the Legion's adherence to the Police Chief's safety requirements as outlined in his November 12, 2014 memo.

Allison Potter

From: dwahl362@verizon.net
Sent: Monday, November 10, 2014 6:50 PM
To: Board of Selectmen
Subject: American Legion Road Race
Attachments: race route 2015.pdf

Board of Selectmen/Allison,

I would like to prepare for another 5 mile road race this Spring. Last June's race was very much appreciated by runners and volunteers. I spoke with Kristen McHugh who handles school facilities and there are no conflicts at the high school on June 20th, 2015. I would like to plan for the 20th with an 8am start time. The route which I have attached is the same as last year. A 5K route will be completed as well but simplified to allow a start from the same location as the 5 mile run. The 2 officers that assisted us last year were a great help in highlighting the route as well as keeping runners safe. This time I will be adding another tier of safety by having a bicyclist lead the pack to show the route and have another pick up vehicle to follow behind the last runner and assist if needed.

If you need any more information please let me know. I would be happy to address the Board of Selectmen if requested.

Thank You!

Douglas Wahl
Commander Post 367
508 246 6528



Google

Imagery Date: 8/24/2013
© 2014 Google
Spring 2014 Europa Technologies
42°09'27.24" N 71°26'09.29" W elev 64 m eye alt



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 12, 2014

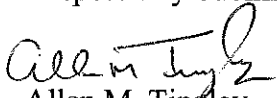
To: Michael Boynton

From: Allen M. Tingley

Re: American Legion Road Race

I have reviewed the running route for the American Legion road race scheduled for June 20, 2015. I would approve the issuing of the permit with the stipulation that three detail officers be hired by the organization to assure the safety of the runners and the movement of traffic during the race. I would also request that traffic cones be placed on the bad corner on Winthrop Street (southbound lane) in the area of Maple Street, directing runners to run single file between the cones and the edge of the roadway. The detail officers will be used to direct or stop traffic as the runners exit the high school, to close off traffic for a short period of time on Highland Street between Summer and Oak Street, to assist runners back onto Winthrop Street from the rear exit of the park, on Winthrop street after the bad curve (southbound Lane) to allow all runners to safely negotiate around the bad curve, at the intersection of Lovering Street and Summer Street to get the runners back onto Summer Street and at the entrance of the High School, to get the runners back into the high school. We will also use the on-duty officers to patrol the race route during the race.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #7

Action Items from Previous Meetings

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/M. Boynton	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	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
5	2/24/2014	Report on unaccounted for water	T.Holder	Dec 15, 2014 Meeting
6	7/22/2014	Net-metering Agreement	J.Foresto	Ongoing
7	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
8	7/28/2014	Zoning Bylaw recodification	SAC/Judi Barrett	2015 Town Meeting
9	7/28/2014	DPS Facility Study	G. Trindade	Ongoing
10	8/11/2014	McGovern School windows project (final design)	School Dept.	March Special Town Meeting (?)
11	8/11/2014	Discussion with CRPCD Reps	BOS	Jan 5, 2015 Meeting
12	8/11/2014	Banner Display Policy	TA's Office	January 2015
13	8/11/2014	Consideration of Local Meals Tax	BOS	Ongoing

AGENDA

ITEM #8

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #9

Town Administrator's Report

AGENDA

ITEM #10

Selectmen's Reports