

Town of Medway

BOARD OF SELECTMEN
155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

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

Board of Selectmen's Meeting

February 3, 2014, 6:30 PM

Sanford Hall

155 Village Street

Agenda

6:30 PM

- 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 [Oak Grove]
- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business

1. Presentation of Capital Improvement Plan
2. Authorization – Submittal of Application to Mass Department of Energy Resources – Energy Manager Grant Program
3. Vote – Maximum Useful Life of Fire Dept. Tank Truck (Borrowing authorized at 2013 Annual Town Meeting)
4. Approval – Submittal to DOR for Approval to Borrow - \$2,843,000 – SRF Loan for Water Main Project
5. Discussion – DPS Facility Funding
6. Authorization of Chairman to Execute Contract for Appraisal Services – Guidry & Platt Real Estate Analysts - \$46,937
7. Approval – School Department's Submission of Statement of Interest to Mass. School Building Authority for McGovern School Renovations
8. Approval – Town Administrator Profile Prepared by Collins Center
9. Approval – Project Alex 6th Annual 5K Walk/Run – Sep. 13, 2014
10. Action Items from Previous Meetings
11. Approval of Minutes
12. Approval of Warrants
13. Town Administrator's Report
14. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

February 18, 2014 ---- Regular Meeting (holiday week)

March 3, 2014-----Regular Meeting

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

AGENDA

ITEM #1

Presentation – Capital Improvement Plan

Associated back up materials attached.

- Summary of FY15 Requests and Recommended Projects

**Town of Medway
Capital Improvement Planning Committee
Board of Selectman Presentation
FY 2015 Budget
02/03/2014**

Total Requested items

- Total list \$34.75 project requests

Department	Total \$	# of Projects
DPS	\$ 19,538,500	21
Roads	\$ 890,000	2
Schools	\$ 3,914,890	21
Water	\$ 4,853,411	8
Fire	\$ 1,598,000	11
Parks	\$ 1,673,000	7
IT	\$ 553,00	1
Sewer	\$ 652,000	2
Planning Board	\$ 44,430	1
Library	\$ 142,400	6
Council on Aging	\$ 35,000	1
Police	\$ 326,125	4
Town Hall	\$ 534,000	4
Total	\$ 34,754,756	89

Issues to Discuss:

- DPS Facility Committee
- Bonding Options
- School Paving (FY15 included request for \$428,00)
- Water rates in lieu of water main needs
- Artificial Turf on fields

Next Steps

1. Review list and priorities with Board of Selectman 02/03/2014
2. Review list with Finance Committee
3. Validate project priorities and quotes with Department Managers
4. Prepare final list, annual report, and updated 5 year plan for review.

AGENDA

ITEM #2

Authorization – Submittal of Application to Mass. Dept. of Energy Resources – Energy Manager Grant Program

Associated back up materials attached.

- Memo from Susy Affleck-Childs
- Grant attachments
 - A: Work plan for Energy Manager
 - B: Budget
 - C: Application certification form

Proposed Motion: I move that the Board authorize the submission of the energy manager grant application as proposed.



TOWN OF MEDWAY
Planning & Economic Development

155 Village Street
Medway, Massachusetts 02053

MEMORANDUM

January 30, 2014

TO: Medway Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Grant Application – Mass Department of Energy Resources (DOER) Energy Manager Grant Program

Requested Action – For the BOS to authorize Chairman Glenn Trindade, acting on behalf of Medway's Chief Executive Officer (the BOS), to sign Attachment C of the DOER Energy Manager grant application for Medway to request \$50,000 to establish an Energy Manager position to be shared by the Towns of Medway and Millis. Attachment C is enclosed.

Program Description – In November, DOER announced this new Energy Manager Grant program. The intent of the program is to provide seed funding for municipalities to establish Energy Manager positions or increase the hours for an existing Energy Manager. This is a competitive program which requires a minimum 10% local match. Communities may apply for up to \$50,000 in year 1 to support a full time position and up to \$35,000 in year 1. The program would begin in July 2014. A total of \$1.7 million is available statewide to disburse over the 2 year period. Applications are due to DOER by February 14, 2014. All Massachusetts municipalities are eligible to apply; the program is NOT limited to designated GREEN Communities. It is anticipated that awards will be announced in early May.

Explanation of Energy Manager Position – DOER recognizes that cities and towns need financial support to help develop the human and financial resources to identify, organize, fund, implement and monitor municipal energy efficiency and renewable energy projects. All these activities can deliver significant taxpayer savings through lower municipal energy bills. Municipal Energy Managers also work to develop and implement K-12 and community-wide energy education programs.

Proposal – We have developed a joint application with the Town of Millis to share a full-time position. See attached DRAFT application – Attachments A and B.

We believe a full-time position will attract more experienced candidates for the position. At the same time, by sharing with Millis, the position will provide the Energy Manager with an opportunity to work with a community (Millis) which is at the early stages of getting involved in energy efficiency activities and to work with Medway which has been active for five years.

Telephone: 508-533-3291 Fax: 508-321-4987
saffleckchilds@townofmedway

The grant application documents are being prepared by the Town's grant consultant Gino Carlucci with additional input provided by DPS Deputy Director Dave D'Amico and Planning and Economic Development Coordinator Susy Affleck-Childs. Past Energy Committee chair Shelley Wieler has met with

Superintendent Judith Evans to discuss energy related activities for the schools to incorporate in the grant proposal. Energy Planner Erin Brandt from the Metropolitan Area Planning Council (MAPC) is advising on edits and refinements.

The application documents include a work program for year 1 and year 2 and a year 1 budget proposal. The total proposed year 1 budget is \$90,284. With a \$50,000 grant, the balance of \$40,284 would be split between Medway and Millis, each in for \$20,142. We have prepared an Energy Management budget for inclusion in the FY15 budget for review during the upcoming budget process.

Medway would serve as the lead in administering the grant and invoice Millis for its share.

Status – The Millis BOS voted on 1/27/2014 to authorize submittal of the joint grant application with Medway. The Medway Energy Committee has also voted to support this initiative. Other letters of support are in the process of being secured.

ATTACHMENT A

PLEASE ATTACH A DETAILED WORK PLAN FOR THE ENERGY MANAGER POSITION, LIMITING YOUR RESPONSE TO NO MORE THAN THREE PAGES.

The Work Plan is expected to justify the need for the number of hours and budget requested.

- If this is a multi-municipality application being submitted by a RPA or a group of municipalities, please address all of the below for EACH city or town. The page limit is 3 pages for each municipality in an application for more than one municipality.

For a multiple municipality request, describe the role and function of the RPA.

The following must be included in order for the application to be deemed complete.

You must address EACH bullet.

- **Describe the need for the position, and what gap this position will fill that is not currently being addressed; note who, if anyone, currently addresses energy issues and projects for the applicant; describe why an Energy Manager is critical for your municipality or RSD to implement these projects and to meet overall clean energy goals;**

MEDWAY - The Town of Medway has a successful history of promoting and implementing energy conservation and alternative energy measures to reduce the Town's energy consumption, produce cost savings, and reduce emission of greenhouse gases. It installed a solar PV system on the High School in 2009, was designated a Green Community in 2010 and carried out a series of GC funded energy efficiency improvements in municipal buildings and installed a solar PV system on the Middle School in 2011. In doing so, Medway is pretty much on target to meet its Green Communities goal of a 20% consumption reduction by the end of 2014.

With the assistance of the Metropolitan Area Planning Council (MAPC), Medway completed a Local Energy Action Program (LEAP) Plan in 2013. The LEAP Plan has identified many more projects and initiatives that would further reduce energy consumption in the community as a whole as well as in municipal and school buildings, vehicles and facilities. A copy of Medway's LEAP plan is attached. However, no current municipal staff member is available to focus exclusively on energy matters. Through the use of Mass Energy Insight and the installation of several energy management systems in school/municipal buildings, there is a large amount of energy use data available that needs to be evaluated. There is an Energy Committee of dedicated volunteers that has considerable expertise but limited time. The Department of Public Services has a multitude of conventional public works tasks and maintains all Town buildings and infrastructure and cannot dedicate a staff member to focus solely on energy management. The School Department has taken aggressive steps to implement alternative energy and conservation measures and education initiatives but does not have the resources to dedicate a staff person to focus on energy. The Planning and Economic Development Board's staff person is not able to allocate additional hours to energy-related activities.

Since these entities all play an important role in Medway's energy's projects, but lack the capacity to initiative and manage municipal wide projects, the Town would like to have an Energy Manager to focus exclusively on energy matters thus raising the Town's efforts to a

new level. By coordinating the efforts of these existing entities, such a position will result in timelier implementation of energy projects and more effective results because energy projects would not have to compete for attention with other pressing departmental needs.

An Energy Manager would provide a central focal point to review and analyze the energy use data as it becomes available and develop immediate action plans and long term strategies for improvements. An Energy Manager would allow for real time energy management and the ability to quickly identify situations and problems that merit immediate attention. Energy management policy and altered staff behavior are areas where an Energy Manager could provide leadership.

The Energy Manager would be charged with the additional tasks of monitoring the Town's energy consumption and the performance of its varied energy saving measures, keeping abreast of new technologies and identifying those appropriate for Medway and/or Millis.

Medway's LEAP Plan identified that municipal energy use accounts for only 6% of the community's energy consumption. Residential uses account for 70% and commercial and industrial uses represent 24% of the town's overall consumption. One of the tasks of the Energy Manager will be to develop community outreach programs to assist residential and business users to reduce their consumption and/or implement renewable or alternative energy measures.

MILLIS - The tasks pursued by the Energy Manager in Millis will be somewhat different than in Medway. Millis is not a Green Community and is early in its pursuits of considering the adoption and implementation of energy-efficient projects and initiatives. Sharing an Energy Manager with Medway will lead to an accelerated learning curve for Millis, as the Energy Manager will provide the means to effectively transfer knowledge and experience from Medway to Millis.

One of the primary tasks of the Energy Manager in Millis will be to prepare an Energy Reduction Plan and complete the other steps that will put Millis in position to apply for Green Community designation. This work will include (1) review and development of zoning bylaws pertaining to alternative and renewable energy generation, research and development and manufacturing; (2) preparation of a municipal vehicle inventory and a fuel efficient vehicle replacement policy; and (3) review of the new stretch energy code and make recommendations regarding its adoption.

As in Medway, the Energy Manager would also be charged with community outreach to encourage conservation and alternative and renewable energy by Millis residents and businesses. These tasks are described in more detail below.

CONCLUSION - The Energy Manager will be shared equally by Medway and Millis, spending 20 hours per week in each town. The Manager will have a physical presence, (i.e. an office) in each town and the allotted time in each town will be on a regularly scheduled timetable to facilitate communications and contact with other staff in each town.

- **Identify specific energy-saving projects the Energy Manager will focus on in Year One, as well as clearly defined projects and goals the Energy Manager will achieve over the course of the two-year grant;**

- **Break down projects and goals into Year One and Year Two, with at least two energy saving and/or renewable energy goals identified for achieving each year.**

MEDWAY - The first task of the Energy Manager in Medway will be to review the Town's energy projects and initiatives made to date. These include the Energy Reduction Plan prepared for its Green Communities designation application, the Local Energy Action Plan (LEAP), and Solarize Mass program and the renewable energy projects. The Energy Manager will also review consumption data from MEI to identify patterns and trends that warrant attention.

The Town has identified several potential projects and tasks for implementation in the first two years of the Energy Manager position. These projects include: (1) Review EMS data available from the Library and the schools and develop a strategy for further energy reductions through adjustments in operations/policy; (2) Install EMS at the McGovern School, Senior Center and Police Station; and (3) Install solar PV systems at Burke/Memorial and McGovern schools.

Other projects to be considered include: (1) Evaluation of replacing all street lights with LED lamps; (2) Investigation of the potential for hydro-electric power in a renovated mill building and potentially elsewhere in Town; (3) Evaluation of vehicle idling practices and the potential benefits of installing anti-idling devices; (4) Evaluation of solar PV and/or geothermal systems at the Town owned Thayer property and Community Farm; (5) Prepare an energy component to the Town's Emergency Operations Plan; (6) Promote energy conservation measures at Charles River Pollution Control District (CRPCD) facility; and (7) Develop policies and regulations to encourage ground-mounted solar PV, alternative energy and zero emission vehicle use. In addition, the Energy Manager will help identify and apply for grants that may be used for energy projects.

The projects and goals expected to be achieved in the first two years are as follows:

Year 1

1. Installation of EMS at McGovern School, Senior Center and Police Station.
2. Development of an energy monitoring and management system and information sharing protocol among all Town departments and schools and develop policies to encourage further progress in reducing energy consumption.
3. Development and commencement of a community outreach campaign to businesses and residents to encourage conservation measures and alternative energy sources.
4. Recommendations regarding regulations to encourage renewable/alternative energy, suitability of Thayer property and the Medway Community Farm for geothermal and/or solar PV systems, and conservation measures at the Charles River Pollution Control District facility (regional sewage treatment plant) in Medway.
5. Document results of energy saving and renewable energy measures, including preparation of various Green Communities Reports.

Year 2

1. Preparation of a long-term capital budget and maintenance plan to ensure continued progress in reducing energy consumption and implementation of renewable/alternative energy systems.
2. Follow-up outreach campaign to encourage conservation and renewable/alternative energy measures among residents and businesses.

3. Coordinate efforts to secure funding support for the construction of a new, energy efficient public works building for the Town.

MILLIS - As previously discussed, Millis is just beginning to promote and implement energy conservation and renewable/alternative energy policies and projects. One of the benefits of sharing an Energy Manager will be the ready transfer of knowledge and experience from Medway to Millis.

Therefore, the first tasks in Millis will be those that are necessary in order to apply for Green Community designation. In addition, community and school outreach will be a significant component of the Energy Manager's tasks in both towns so this effort will be initiated in Millis in the first year. Again, economies of scale and synergies may result in more cost effective programs if developed in a manner to serve both towns simultaneously where practical.

The projects and goals expected to be achieved in the first two years in Millis are as follows:

Year 1

1. Completion of a base inventory of energy consumption including all energy sources for all municipal buildings, open space and recreation facilities, street and traffic lights, water and sewer facilities, transfer station and vehicles.
2. Completion of a municipal vehicle inventory including model, make and year, miles per gallon, weight (over 8500 pounds Gross Vehicle Weight), drive (2w, 4w or aw), department and function.
3. Development of a vehicle fuel-efficient replacement policy for consideration by the Board of Selectmen and School Superintendent.
4. Initiate and coordinate lighting and HVAC energy audits of all Town buildings (including schools), and prioritize recommendations.
5. Development of Zoning Bylaw changes allowing by-right siting of renewable or alternative energy facilities (generation, research and development and/or manufacturing) for in consultation with the Planning Board and Board of Selectmen for consideration by Town Meeting.
6. Evaluation of the new stretch energy code and a recommendation to Board of Selectmen as to whether to present it for adoption to Town Meeting.
7. Development and commencement of a community outreach campaign to businesses and residents to encourage conservation measures and alternative energy sources.
8. Evaluate benefits of converting streetlights and traffic signals to LED lamps (possibly in conjunction with Medway's evaluation). *[Does Millis own its streetlights?]*
9. Provide support to Energy Committee.

Year 2

1. Make recommendation regarding submittal of application for Green Community designation and coordinate the preparation of the application.
2. Implement and oversee one of the highest priority recommendations of the energy audits.
3. Replacement of streetlights and traffic signals with LED lamps.
4. Continue outreach campaign to encourage conservation and renewable/alternative energy measures among residents and businesses.
5. Preparation of a long-term capital budget and maintenance plan to ensure continued progress in reducing energy consumption and implementation of renewable/alternative energy systems.

- **Identify what energy tracking tool is being used; if using MassEnergyInsight (MEI), who is the authorized user; If not using MEI, provide evidence, such as printouts tracking energy usage, for other tool being used.**

Medway already uses MEI as its energy tracking tool. Currently Medway MEI authorized users include DPS/Facilities staff, School Department facilities staff, and members of the Energy Committee. In Millis, the authorized MEI users will include the Town Administrator, Finance Director and both DPW and School Department facilities staff and members of the Energy Committee. Of course, the Energy Manager will become an authorized MEI user in both Medway and Millis.

- **Provide a target for annual clean energy benefits (e.g. estimated savings as a percentage of current energy costs/bills) that will result from the Energy Manager's work;**

MEDWAY – Medway's Green Communities Energy Reduction Plan developed in 2010 projects a 20.8% decrease in the Town's energy use by 2014. *[Where do we stand on this? And are there projects yet to be implemented that will result in further reductions?]* Based on our progress to date and recognizing that additional reductions become more difficult unless or until there are additional technology advances, we believe that, at a minimum, an additional 10% reduction is achievable. This will be accomplished through a combination of alternative energy sources as well as energy conservation measures.

MILLIS - For Millis, since it is just initiating an energy efficiency program, the target for clean energy benefits is a 20% reduction within 5 years.

- **Identify the clean energy projects the municipality or RSD has completed to date and how the Energy Manager will continue to monitor and/or improve upon these projects**

MEDWAY

1. Installed solar PV systems at High School, Middle School and Fire Station
2. Replaced lighting with LED lamps in Town Hall.
3. Installed variable frequency drives at well pump stations.
4. Participated in a Solarize Mass program to which resulted in 39 houses and other buildings installing solar PV systems to produce 488.6 kWh of electricity.

MILLIS

1. Installed a solar PV project at _____ School.
2. Conducted energy assessment of DPW pump stations

- **Provide an outline of school and community-wide energy education initiatives the Energy Manager will lead in Year One.**

Medway's recent involvement in the Solarize Mass program provides a base for both towns upon which to create additional outreach programs that use the Solarize Mass participants as examples of the benefits of installing solar PV systems. Both towns will also promote the services available to residents, businesses and the Town through MassSave. This will be

done using tax and/or water/sewer bills, web site, periodic press releases, presentations at business and community groups, etc.

The Energy Manager will also work with both school systems to bring energy and conservation-related hands-on resources into the classroom as part of the science curriculum. The Energy Manager will also initiate a program for students to produce flyers and/or posters with an energy theme, and work to develop a community service program for high school students to work on energy-reduction and resource management projects.

Finally, the Energy Manager will utilize both communities' web sites and cable access channels to produce programming to promote energy consciousness and information about programs and practices to community residents and businesses.

- **For a position in a municipality, explain how the Energy Manager will enhance communication on energy across multiple municipal departments, including schools. For a position in a Regional School District, how will the Energy Manager enhance communication on energy issues across the School District, including member towns?**

The Energy Committee in Medway includes citizens with varied energy related experience and liaisons from the Board of Selectmen, Medway Public Schools, and the Planning Board. The newly created Millis Energy Committee includes 5 resident members so far with plans to add members. Both Energy Committees include engineers and educators as well as individuals with other technical skills and experience in planning, organizing and executing large-scale technical projects and teams. The Energy Manager will provide support to both Energy Committees and provide periodic reports to all municipal departments that use energy so that they will be able to monitor their consumption. This will facilitate discussions between the departments and the Energy Manager to identify opportunities for reduction. The Energy Manager will also have a physical presence in each town, which will facilitate face-to-face contact. The Energy Manager will also participate in department head staff meetings.

- **Explain how your municipality/RSD will sustain the Energy Manager position beyond Year One (with reduced DOER funding), and beyond Year Two, if Year Two funding is provided (with DOER no longer funding the position);**

The DOER grant provides the opportunity for both towns to use the Energy Manager position to generate sufficient savings in energy costs to sustain the position. In Medway, energy costs in its base year were approximately \$1 million. Using a simplified example, a 20% reduction in base year costs reduces the cost to approximately \$800,000. An additional reduction of 10% over time due to implementation of the Energy Manager position would produce about an estimated additional \$80,000 per year in energy cost savings. That more than exceeds the cost of Medway's share of the position's salary and benefits. While some portion of the savings may be needed to offset the costs of the energy saving measures, most of those costs are expected to be covered by the capital budget and grants, leaving the balance in the operating budget to cover the costs of the Energy Manager.

Similarly, Millis's energy costs in 2013 were _____???. A 20% reduction results in an annual savings of \$_____, more than enough to cover Millis's share of the Energy Manager costs. Again, most of the energy saving measures are expected to be funded through the capital budget and grants.

ATTACHMENT B

PLEASE ATTACH A DETAILED BUDGET FOR THE ENERGY MANAGER POSITION, LIMITING YOUR RESPONSE TO NO MORE THAN TWO PAGES

The following must be included in order for the application to be deemed complete. You must address each item:

<u>AMOUNT of Funding Being Requested:</u>		\$50,000		
		Matching Funds		
Proposed FY15 Budget	DOER Funds	Medway	Millis	Total
Salary (40 hrs/wk; \$29/hr)	\$50,000	\$ 5,204	\$ 5,204	\$60,408
Benefits (Medway)	0	\$10,688	\$10,688	\$21,376
Mileage Expenses	0	\$ 200	\$ 200	\$ 400
Outreach/Education Materials	0	\$ 1,000	\$ 1,000	\$ 2,000
Other Expenses (Specify)	0			
Office supplies	0	\$ 250	\$ 250	\$ 500
Phone	0	\$ 300	\$ 300	\$ 600
Office set-up (computer, desk, etc.)	0	\$ 2,500	\$ 2,500	\$ 5,000
TOTAL	\$50,000	\$20,142	\$ 20,142	\$ 90,284

- Specify how many hours the Energy Manager will work each week; if the grant will increase the hours of an existing position, how many additional hours per week. **The Energy Manager will work 40 hours per week, 20 hours in each town.**
- A budget that delineates in percentages how much of the grant funding (i.e., how much of the Energy Manager's time and effort) will be spent on each work plan activity. For a multi-municipality request, indicate the percentage of time spent by the position on each community. **[Gino will take a first crack at breaking the tasks down by percentages]**
- Provide supporting documentation to justify the hourly rate of the position **[Gino – We will need to compare the proposed compensation for Energy Manager position with another in the Personnel Pay Plan for one or both Towns to show how the rate is comparable.]**
- Specify how the municipality or RSD will fund the matching portion of the budget. **The matching funds are being included in the proposed FY 15 budgets in each community. [Some additional documentation will be provided.]**
- Include a detailed plan for how the position will be sustained and funded beyond the life of the grant. **[GINO - We already provided some information in the narrative, that is, we said it would be funded from energy savings. If the match is included in the 2015 budget, it might strengthen our explanation if we can mention that so that the future funding (FY16) becomes less of an increase. I believe the position will be absorbed as part of DPS in Medway. Charlie, would it be part of DPW or Facilities in Millis?]**

ATTACHMENT C

CERTIFICATION OF APPLICATION

The Certification of Application below must be provided as a *scanned pdf with signature*.

CERTIFICATION OF APPLICATION

The **Chief Executive Officer** must complete this certification.

I, _____ am authorized to execute said Application on behalf of _____, the applying municipality or regional school district and verify that the information in the Energy Manager Grant Application is true. **In addition, by signing this statement, I am attesting that the municipality/RSD is committed to sustaining the position and providing funds in future years beyond the life of this grant for the position subject to appropriate approval processes.**

[Signature of Chief Executive Officer]

[Title of Chief Executive Officer]

[DATE]

NOTE: THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

FOR REGIONAL SCHOOL DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

AGENDA

ITEM #3

**Vote – Maximum Useful Life of
Fire Dept. Tank Truck**
(Borrowing authorized at 2013
Annual Town Meeting)

Associated back up materials attached.

- Requested vote

Proposed Motion: I move that the Board vote the maximum useful life of the Fire Tank Truck, which is to be financed with the proceeds of the \$270,000 borrowing authorized by the vote of the Town passed May 13, 2013 (Article 9), is hereby determined pursuant to G.L. c. 44, section 7(9) to be ten years.

TOWN OF MEDWAY, MASSACHUSETTS

BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Medway, Massachusetts, certify that at a meeting of the board held _____, 2014, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the board in my custody:

Voted: that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the \$270,000 borrowing authorized by the vote of the Town passed May 13, 2013 (Article 9) is hereby determined pursuant to G.L. c.44, §7(9) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
Fire-Tank Truck	\$270,000	10 Years

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the subject matter of this vote were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: _____, 2014

Clerk of the Board of Selectmen

AGENDA

ITEM #4

Approval – Submittal to Dept. of Revenue for Approval to Borrow - \$2,843,000 – SRF Loan for Water Main Project

Associated back up materials attached:

- SRF loan information
- Letter to DOR

Proposed motion: I move that the Board of Selectmen authorize the Treasurer to petition the Massachusetts Department of Revenue for permission to borrow \$2,843,000 SRF Loan for water main replacement and to authorize the Treasurer to accept the loan commitment from MWPAT on behalf of the Town of Medway.

**Town of Medway
SRF LOAN**

Settlement Date: Unknown at this time

Bid Date: NO BID

Amount: \$2,843,000

Maturity Date: Unknown at this time

Purposes:

This request is for approval to seek approval to borrow a \$2,843,000 SRF loan from the MWPAT. The terms of the SRF loan include a 2% interest rate and a 20 year term. There is no bidding since this is a State Revolving Fund loan from the Massachusetts Water Pollution Abatement Trust.

The SRF loan will pay \$2.8M toward the replacement of water mains at the following locations (schedule provided by Tom Holder, DPS Director):

1. Village Street (Franklin- Main Streets) Construction to begin May 2014
2. Adams Street (Winthrop Street – High School Connection on Adams Street) Construction to begin July 2014
3. Winthrop Street (Main Street – Adams Street) Construction to begin May 2015
4. Highland Street (Milford Street – Summer Street) Construction to begin July 2015
5. Maple Street (Winthrop Street – Pond Street) Construction to begin May 2015

The Town has received the Project Approval Certificate from the Department of Environmental Protection (DEP). The next step involves the issuance of a loan commitment from the Board of Trustees of the MWPAT.

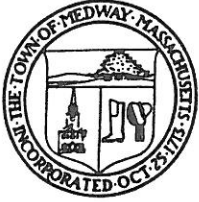
As you know, the Commonwealth of Massachusetts requires the Town of Medway to seek approval from the Department of Revenue for any borrowing as a condition of the deficit financing. The Board of Selectmen must vote to authorize the Treasurer to seek said approval. That is the vote I seek tonight.

Respectfully submitted by

Melanie M. Phillips, Finance Director/Treasurer

MOTION:

I move that the Board of Selectmen authorize the Treasurer to petition the Massachusetts Department of Revenue for permission to borrow \$2,843,000 SRF Loan for water main replacement and to authorize the Treasurer to accept the loan commitment from MWPAT on behalf of the Town of Medway.



TOWN OF MEDWAY
TREASURER/ COLLECTOR
155 VILLAGE STREET
MEDWAY, MASSACHUSETTS 02053

TELEPHONE: (508) 533-3205
FAX: (508) 533-3207

February 3, 2014

Ms. Amy Pitter, Commissioner
Commonwealth of Massachusetts
Department of Revenue
PO Box 9569
Boston, MA 02114-9569

Dear Ms. Pitter:

Pursuant to the provisions of Section 8 of Chapter 70 of the Acts of 2006, the Town of Medway respectfully requests **approval by the Department of Revenue to borrow \$2,843,000** as an SRF loan from the Massachusetts Water Pollution Abatement Trust. This borrowing represents a portion of the \$3,690,000 authorized as Article 11 by Town Meeting at the May 13, 2013 Annual Town Meeting.

If you have any questions, please feel free to contact our Fiscal Advisor, Lynne Foster, at (508) 234-8112 or our Treasurer/Collector at (508) 533-3205 or the Chairman of our Board of Selectmen at (508) 533-3264.

Sincerely,

Glenn Trindade, Chairman
Board of Selectmen

Melanie M. Phillips
Finance Director/Treasurer/Collector

AGENDA

ITEM #5

Discussion – DPS Facility Funding

Associated back up materials attached:

- PowerPoint presentation

A NEW DPS FACILITY POSSIBLE FUNDING SCENARIO

Presented by Mr. Dennis Crowley, Board of Selectmen

Financial Data Prepared by Melanie Phillips, Finance Director

WHY DO WE NEED A NEW DPS FACILITY?

MAIN REASONS WE NEED A NEW DPS FACILITY:

- CURRENT BUILDING IS BUILT ON A TREE STUMP DUMP AND IS SLOWLY SINKING.
- EXPANDING WETLANDS ARE ENCROACHING. BUILDING WILL BECOME IN VIOLATION OF WETLAND CODES.
- FACILITY WAS BUILT IN 1963. IT IS 51 YEARS OLD AND CONTAINS VARIOUS CODE VIOLATIONS.
- INSUFFICIENT SPACE TO HOUSE ALL EQUIPMENT AND VEHICLES. SOME EQUIPMENT MUST BE LEFT OUT IN THE ELEMENTS DUE TO LACK OF SPACE.
- PART OF THE STEEL STRUCTURE IS CORRODING, ESPECIALLY THE ROOF JOISTS.
- SALT SHED IS MAKESHIFT AND AT RISK OF COLLAPSE.
- WATER BUILDING WAS BUILT IN 1926 AND IS ONE MILE FROM MAIN DPS FACILITY. INEFFICIENT SET UP AND WELL BEYOND ITS USEFUL LIFE.
- STAFF AND EQUIPMENT ARE DISPERSED IN SIX (6) DIFFERENT LOCATIONS WHICH MAKES FOR INEFFICIENT OPERATIONS.
- DPS IS CURRENTLY RENTING 4,800 SQUARE FEET OF SPACE AT FOUR (4) DIFFERENT LOCATIONS TO ACCOMMODATE ITS OPERATIONS AND REQUIRES AN ADDITIONAL 1,900 SQUARE FEET FOR A TOTAL OF 6,700 SQUARE FEET. NEW FACILITY WILL SAVE THE COST OF RENTING SPACE.

POTENTIAL SCENARIO TO SUBSIDIZE THE NEW DPS FACILITY DEBT SERVICE

CASH TO SUBSIDIZE DS	6/30/13 BALANCE						
	OR CERTIFIED BAL	FY 2014	FY 2015	FY 2016	FY 2017	2018	TOTAL
FREE CASH (VOTED IN EACH FY)	1,995,401	800,000	700,000	600,000	500,000	500,000	3,100,000
OPERATIONAL STABILIZATION	833,932	200,000					200,000
CAPITAL STABILIZATION	450,004	200,000					200,000
RETAINED EARNINGS-WATER	895,566	25,000	25,000	25,000	25,000		100,000
RETAINED EARNINGS-SEWER	515,000	10,000	10,000	10,000	10,000		40,000
RETAINED EARNINGS-SOLID WASTE	1,071,211	25,000	25,000	25,000	25,000		100,000
BUDGET-MATURING DS	-	-	-	-	-		-
TOTAL CASH TO SUPPORT DS		1,260,000	760,000	660,000	560,000		3,740,000
						GF TOTAL	3,500,000
EST. FISCAL STABILITY AVAILABLE	750,507			850,000	-		-

NEW DPS FACILITY POSSIBLE SCENARIOS WITH ESTIMATED DEBT SERVICE AND STABILIZATION USE

ASSUMPTIONS MADE FOR THIS ESTIMATE:

1. GENERAL FUND DS WILL BE SUBSIDIZED FROM A STABILIZATION ACCOUNT AND ENTERPRISE FUND DS WILL BE SUBSIDIZED FROM RETAINED EARNINGS.

\$3.1 MILLION RESERVED FROM ANTICIPATED FREE CASH IN 5 YEARS—GENERAL FUND.

\$200K FROM CURRENT CAPITAL STABILIZATION FUNDS—GF.

\$200K FROM CURRENT OPERATIONAL RESERVE FUNDS--GF.

\$100K FROM CURRENT WATER RETAINED EARNINGS--WATER ENTERPRISE.

\$100K FROM CURRENT SOLID WASTE RETAINED EARNINGS--SOLID WASTE ENTERPRISE.

\$40K FROM SEWER RETAINED EARNINGS- SEWER ENTERPRISE.
2. DS SPLIT IS 65% TO GF; 15% TO WATER ENTERPRISE & 10% EACH TO SEWER AND SOLID WASTE ENTERPRISE FUNDS.
3. COST OF FACILITY IS 9 MILLION PLUS ENGINEERING COSTS = TEN MILLION TOTAL COST.
4. SHORT-TERM RATE IS 3%; LT RATE IS 4.5%; TERM =20 YRS WITH LT DEBT PAID OVER 18 YEARS.

ESTIMATED DEBT SERVICE FOR PROJECT:

DS SPLIT: 65/15/10/10 SPLIT			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
EST. DS:	BAN-YR 1 FY 2016	BAN-YR 2 FY 2017	GOB-YEAR 1 FY18	YEAR 2 FY19	YEAR 3 FY20	YEAR 4 FY 21	YEAR 5 FY 22	YEAR 6 FY23	YEAR 7 FY24	YEAR 8 FY 25	YEAR 9 FY 26
GF DS 65%	19,500	195,000	146,250	653,611	637,361	621,111	604,861	588,611	572,361	556,111	539,861
WATER DS 15%	4,500	45,000	33,750	150,833	147,083	143,333	139,583	135,833	132,083	128,333	124,583
SEWER DS 10%	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056
SOLID WASTE DS 10%	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056
TOTAL EST. DS 100%	30,000	300,000	225,000	1,005,556	980,556	955,556	930,556	905,556	880,556	855,556	830,556

APPLICATION OF SUBSIDIES BY FISCAL YEAR:

DS SUBSIDY:	BAN-YR 1 FY 2016	BAN-YR 2 FY 17	GOB-YEAR 1 FY18	YEAR 2 FY19	YEAR 3 FY20	YEAR 4 FY 21	YEAR 5 FY 22	YEAR 6 FY23	YEAR 7 FY24	YEAR 8 FY 25	YEAR 9 FY 26
GENERAL FUND	-	-	-	332,611	316,361	300,111	283,861	267,611	251,361	235,111	218,861
WATER ENTERPRISE	-	-	-	14,816	13,632	12,447	11,263	10,079	8,895	7,711	6,526
SEWER ENTERPRISE	-	-	-	9,476	8,289	7,104	5,920	4,079	2,895	1,711	526
SOLID WASTE ENT.	-	-	-	14,816	13,632	12,447	11,263	10,079	8,895	7,711	6,526
TOTAL RESERVES USED	-	-	-	371,719	351,914	332,109	312,307	291,848	272,046	252,244	232,439

NET ESTIMATED DEBT SERVICE TO EACH FUND AFTER SUBSIDY IS APPLIED:

NET DS BALANCE TO EACH FUND:	BAN-YR 1 FY 2016	BAN-YR 2 FY 17	GOB-YEAR 1 FY18	YEAR 2 FY19	YEAR 3 FY20	YEAR 4 FY 21	YEAR 5 FY 22	YEAR 6 FY23	YEAR 7 FY24	YEAR 8 FY 25	YEAR 9 FY 26
GENERAL FUND	19,500	195,000	146,250	321,000	321,000	321,000	321,000	321,000	321,000	321,000	321,000
WATER	4,500	45,000	33,750	136,017	133,451	130,886	128,320	125,754	123,188	120,622	118,057
SEWER	3,000	30,000	22,500	91,080	89,767	88,452	87,136	86,477	85,161	83,845	82,530
SOLID WASTE	3,000	30,000	22,500	85,740	84,424	83,109	81,793	80,477	79,161	77,845	76,530
TOT EST. NET DS	30,000	300,000	225,000	633,837	628,642	623,447	618,249	613,708	608,510	603,312	598,117

PAGE 2	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	
EST. DS	YEAR 10 FY 27	YEAR 11 FY 28	YEAR 12 FY 29	YEAR 13 FY 30	YEAR 14 FY 31	YEAR 15 FY 32	YEAR 16 FY 33	YEAR 17 FY 34	YEAR 18 FY 35	YEAR 19 FY 36	TOTAL EST. DEBT SERVICE
GF DS	523,611	507,361	491,111	474,861	458,611	442,361	426,111	409,861	393,611	377,361	9,639,505
WATER DS	120,833	117,083	113,333	109,583	105,833	102,083	98,333	94,583	90,833	87,083	2,224,501
SEWER DS	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056	1,483,001
SOLID WASTE DS	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056	1,483,001
TOTAL EST. DS	805,556	780,556	755,556	730,556	705,556	680,556	655,556	630,556	605,556	580,556	14,830,008
SUBSIDIES PAGE 2	YEAR 10 FY 27	YEAR 11 FY 28	YEAR 12 FY 29	YEAR 13 FY 30	YEAR 14 FY 31	YEAR 15 FY 32	YEAR 16 FY 33	YEAR 17 FY 34	YEAR 18 FY 35	YEAR 19 FY 36	TOTAL SUBSIDIES
GENERAL FUND	202,611	186,361	170,111	153,861	137,611	121,361	105,111	88,861	72,611	55,613	3,500,000
WATER ENTERPRISE	5,342	4,158	2,974	1,789	368	-	-	-	-	-	100,000
SEWER ENTERPRISE	-	-	-	-	-	-	-	-	-	-	40,000
SOLID WASTE ENT.	5,342	4,158	2,974	1,789	368	-	-	-	-	-	100,000
	213,295	194,677	176,059	157,439	138,347	121,361	105,111	88,861	72,611	55,613	3,740,000
NET DS AFTER SUBSIDY PAGE 2	YEAR 10 FY 27	YEAR 11 FY 28	YEAR 12 FY 29	YEAR 13 FY 30	YEAR 14 FY 31	YEAR 15 FY 32	YEAR 16 FY 33	YEAR 17 FY 34	YEAR 18 FY 35	YEAR 19 FY 36	NET DS
GENERAL FUND	321,000	321,000	321,000	321,000	321,000	321,000	321,000	321,000	321,000	321,748	5,778,755
WATER	115,491	112,925	110,359	107,794	105,465	102,083	98,333	94,583	90,833	87,083	1,768,751
SEWER	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056	1,205,834
SOLID WASTE	75,214	73,898	72,582	71,267	70,188	68,056	65,556	63,056	60,556	58,056	1,145,834
	592,261	585,879	579,497	573,117	567,209	559,195	550,445	541,695	532,945	524,943	9,899,174

MEDWAY ANNUAL PROJECTED DS WITH & WITHOUT SUBSIDIES

ANNUAL DEBT SERVICE WITH THE DPS FACILITY SUBSIDIZED DS ADDED TO THE CURRENT LONG TERM DEBT OBLIGATION-NO OTHER PROJECTS ADDED

ESTIMATED ANNUAL DS WITH SUBSIDY

GF DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	3,594,613	3,403,901	3,214,579	2,627,196	2,615,061	2,487,065	2,387,230	2,306,955	2,221,854	2,028,349	1,880,818	1,800,550	1,754,031	1,119,234	1,092,912	1,066,145	1,033,856	814,650	793,600	522,050	-	-	-
ADD DPS EST. DS	-	-	19,500	195,000	146,250	653,611	637,361	621,111	604,861	588,611	572,361	556,111	539,861	523,611	507,361	491,111	474,861	458,611	442,361	426,111	409,861	393,611	377,361
MINUS SUBSIDY	-	-	-	-	-	-	(332,611)	(316,361)	(300,111)	(283,861)	(267,611)	(251,361)	(235,111)	(218,861)	(202,611)	(186,361)	(170,111)	(153,861)	(137,611)	(121,361)	(105,111)	(88,861)	(72,611)
NEW EST DS	3,594,613	3,403,901	3,234,079	2,822,196	2,761,311	3,140,676	2,691,980	2,611,705	2,526,604	2,333,099	2,185,568	2,105,300	2,058,781	1,423,984	1,397,662	1,370,895	1,338,606	1,119,400	1,098,350	826,800	304,750	304,750	304,750

WATER DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	771,781	750,981	725,996	634,451	610,751	566,126	545,676	426,826	413,451	389,601	380,458	371,226	361,899	347,409	337,768	323,155	313,465	136,890	133,510	-	-	-	-
ADD DPS EST DS	-	-	4,500	45,000	33,750	150,833	147,083	143,333	139,583	135,833	132,083	128,333	124,583	120,833	117,083	113,333	109,583	105,833	102,083	98,333	94,583	90,833	87,083
MINUS SUBSIDY	-	-	-	-	-	-	(14,816)	(13,632)	(12,447)	(11,263)	(10,079)	(8,895)	(7,711)	(6,526)	(5,342)	(4,158)	(2,974)	(1,789)	(368)	-	-	-	-
NEW EST DS	771,781	750,981	730,496	679,451	644,501	716,959	677,943	556,527	540,587	514,171	502,462	490,664	478,771	461,716	449,509	432,330	420,074	240,934	235,225	98,333	94,583	90,833	87,083

SEWER DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	328,590	280,885	250,762	245,734	184,844	229,909	224,412	218,974	213,820	192,225	162,194	157,400	152,538	147,613	142,631	137,600	132,538	-	-	-	-	-	-
ADD DPS EST DS	-	-	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056
MINUS SUBSIDY	-	-	-	-	-	-	(9,476)	(8,289)	(7,104)	(5,920)	(4,079)	(2,895)	(1,711)	(526)	-	-	-	-	-	-	-	-	-
NEW EST DS	328,590	280,885	253,762	275,734	207,344	330,465	322,468	314,530	306,876	282,781	250,250	242,956	235,594	228,169	220,687	213,156	205,594	70,556	68,056	65,556	63,056	60,556	58,056

SOLID WASTE DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADD DPS EST DS	-	-	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056
MINUS SUBSIDY	-	-	-	-	-	-	(14,816)	(13,632)	(12,447)	(11,263)	(10,079)	(8,895)	(7,711)	(6,526)	(5,342)	(4,158)	(2,974)	(1,789)	(368)	-	-	-	-
NEW EST DS	-	-	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056

NOTE: THESE DS NUMBERS DO NOT INCLUDE CURRENT AUTHORIZED UNISSUED DEBT OR DEBT SERVICE FOR FUTURE AUTHORIZATIONS.

MEDWAY ANNUAL DEBT SERVICE WITHOUT SUBSIDIES-NO PROJECTS ADDED

ANNUAL DEBT SERVICE WITH THE UNSUBSIDIZED DPS FACILITY DS ADDED TO THE CURRENT LONG TERM DEBT OBLIGATION-NO OTHER PROJECTS ADDED

GF DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	3,594,613	3,403,901	3,214,579	2,627,196	2,615,061	2,487,065	2,387,230	2,306,955	2,221,854	2,028,349	1,880,818	1,800,550	1,754,031	1,119,234	1,092,912	1,066,145	1,033,856	814,650	793,600	522,050	-	-	-
ADD DPS EST DS	-	-	19,500	195,000	146,250	653,611	637,361	621,111	604,861	588,611	572,361	556,111	539,861	523,611	507,361	491,111	474,861	458,611	442,361	426,111	409,861	393,611	377,361
NEW EST DS	3,594,613	3,403,901	3,234,079	2,822,196	2,761,311	3,140,676	3,024,591	2,928,066	2,826,715	2,616,960	2,453,179	2,356,661	2,293,892	1,642,845	1,600,273	1,557,256	1,508,717	1,273,261	1,235,961	948,161	409,861	393,611	377,361

WATER DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	771,781	750,981	725,996	634,451	610,751	566,126	545,676	426,826	413,451	389,601	380,458	371,226	361,899	347,409	337,768	323,155	313,465	136,890	133,510	-	-	-	-
ADD DPS EST DS	-	-	4,500	45,000	33,750	150,833	147,083	143,333	139,583	135,833	132,083	128,333	124,583	120,833	117,083	113,333	109,583	105,833	102,083	98,333	94,583	90,833	87,083
NEW EST DS	771,781	750,981	730,496	679,451	644,501	716,959	692,759	570,159	553,034	525,434	512,541	499,559	486,482	468,242	454,851	436,488	423,048	242,723	235,593	98,333	94,583	90,833	87,083

SEWER DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	328,590	280,885	250,762	245,734	184,844	229,909	224,412	218,974	213,820	192,225	162,194	157,400	152,538	147,613	142,631	137,600	132,538	-	-	-	-	-	-
ADD DPS EST DS	-	-	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056
NEW EST DS	328,590	280,885	253,762	275,734	207,344	330,465	322,468	314,530	306,876	282,781	250,250	242,956	235,594	228,169	220,687	213,156	205,594	70,556	68,056	65,556	63,056	60,556	58,056

SOLID WASTE DEBT:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FY DS-CURRENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADD DPS EST DS	-	-	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056
NEW EST DS	-	-	3,000	30,000	22,500	100,556	98,056	95,556	93,056	90,556	88,056	85,556	83,056	80,556	78,056	75,556	73,056	70,556	68,056	65,556	63,056	60,556	58,056

NOTE: THESE DS NUMBERS DO NOT INCLUDE CURRENT AUTHORIZED UNISSUED DEBT OR DEBT SERVICE FOR FUTURE AUTHORIZATIONS.

ESTIMATED PROJECT TIMELINE

- **MAY 2015 MAY ANNUAL TM- APPROVE ENGINEERING DESIGN**
- **NOVEMBER 2016 COMPLETE ENGINEERING DESIGN**
- **JANUARY 2017 ADVERTISE CONSTRUCTION CONTRACT**
- **MARCH 2017 CONSTRUCTION BIDS DUE**
- **MAY 2017 ANNUAL TOWN MEETING- APPROVE CONSTRUCTION**
- **JULY 2017 CONSTRUCTION BEGINS**
- **MAY 2018 CONSTRUCTION COMPLETE**
- **2017-2018 SECURE PERMANENT FINANCING**

AGENDA

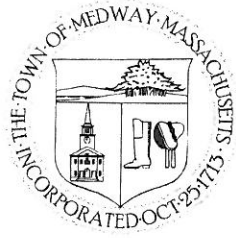
ITEM #6

Authorization of Chairman to Execute Contract for Appraisal Services – Guidry & Platt Real Estate Analysts - \$46,937

Associated back up materials attached:

- Memo
- Contract
- Indication of Town Counsel's and Town Accountant's approvals

Proposed motion: I move that the Board of Selectmen authorize the chairman to execute a contract with Guidry & Platt Real Estate Analysts for appraisal services related to the Rt 109 project in an amount not to exceed \$46,937, pending the sign off of the Town Counsel and the Town Account.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: David Damico, Deputy Director | Department of Public Services
Date: February 3, 2014
RE: **Guidry & Platt real Estate Analysis, for Appraisal Service.**

Please find attached three (3) copies of a contract for **Guidry & Platt Real Estate Analysis, for Appraisal Service.**

The work under the contract is to provide professional real estate appraisal services for land acquisition, as well as, temporary and permanent easements for the Route 109, Main Street Reconstruction Project. Appraisals to be completed by April 1, 2014.

Breakdown of proposed work

<u>Description</u>	<u>Approximate Number</u>
Fee Taking	7
Anchor Easement	18
Drainage Easement	4
Highway Easement	10
General Utility Easement	2
Overhead Wire Easement	5
Temporary Easement	139
Wetland Replication	1
Wall Easement	4

Bid opening results.

Guidry & Platt real Estate Analysis	\$46,937
DBA Appraisal Consultants	\$68,250

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

**AGREEMENT BETWEEN
THE TOWN OF MEDWAY AND GUIDRY & PLATT REAL ESTATE ANALYSTS
PROFESSIONAL APPRAISAL SERVICES**

THIS IS AN AGREEMENT effective as of the date it becomes fully executed by all parties hereto, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as "Town"), and Guidry & Platt Real Estate Analysts, (hereinafter "Consultant"), an appraisal firm incorporated in the state of Massachusetts with its principle place of business at 5 Blackburn Dr. 2nd Flr., Gloucester, MA 01930.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **APPRAISAL SERVICES** (hereinafter referred to as the "Project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become effective on the date that the last party fully executes the same.

1.0 CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between Town and Consultant
- 2) Invitation for bids, RFP, quotation specifications, or request for proposals.
- 3) Consultant's quotation or proposal dated December 10, 2013
- 4) Town letters of all Addendums and clarifications.
- 5) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in the Consultant's proposal (hereinafter referred to as "Appraisal Services").

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

Except as otherwise specified, Appraisal Services shall be guaranteed by Consultant against any and all defects or damages caused thereby for a period of three years from the date of completion of Appraisal Services. Consultant shall be responsible during such period, or within three years of the time when the Town knew of should have known of such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Appraisal Services.

5.0 TOWN'S RESPONSIBILITIES

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Appraisal Services. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Appraisal Services. However, Town shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR APPRAISAL SERVICES

The Town shall pay the Consultant for the performance of this Agreement, not to exceed sum of \$46,937.00 (Forty-six thousand nine hundred thirty-seven dollars).

The Town shall make payment per the Consultant's proposal and payment schedule within. Payment will be forty five days after receipt of an invoice stamped in by the appropriate Town office for work performed or materials supplied. Upon satisfactory completion of the work, forty five days after receipt of an invoice for final payment, the Town shall pay the Consultant all amounts due under the Contract.

This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of the Town of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

The Town will reimburse the Consultant for any reasonable additional costs incurred to prepare and appear for trial on the Town's behalf for any claims arising out of the Consultant's work for the Town under this Agreement. The Town will pay the Consultant for post appraisal conferences, pre-trial preparation, and court appearances on the Town's behalf (collectively referred to as litigation support activities) all of which will be billed at the rate of \$175 per hour, including travel and preparation time.

The Consultant shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in the preparation of the proposal documents, as reasonably determined by the individual responsible for administering the appraisal contract. In circumstances where changes are required that could not be foreseen by the Consultant, each change will be billed at the rate of \$225.00 as described on the Bid Form submitted as part of the Consultant's proposal dated December 10, 2013.

7.0 SUSPENSION OF WORK

If Town is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Appraisal Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Appraisal Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another appraiser for the completion of Appraisal Services, in the excess of what Town would have paid Consultant for the completion of Appraiser Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due consultant shall be determined by Town in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

8.1.3 In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

8.1.5 Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Appraisal Services as set forth below:

9.1 Worker's compensation insurance in accordance with state law;

9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

9.3 The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached as part of Exhibit B to this Agreement.

9.4 Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

9.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

10.0 INDEMNIFICATION

Consultant hereby agrees to indemnify and hold harmless Town and its officers, attorneys, employees and agents from and against claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the negligent acts or omissions of Consultant's services, or any activities, negligence, or omissions of Consultant.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by Town

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

11.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by

this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

11.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Appraisal Services, the Project, or otherwise.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

Consultant
By its duly authorized representative

By:

Douglas Guidry
Title: Partner

Thomas Holder- Director
Department of Public Service

Funding Source:

Account: 00134222-5482

TOWN OF MEDWAY
By its Board of Selectmen

Dated: _____

Town Accountant

Dated: _____

Approved as to availability of funds

Town Counsel

Dated: _____

Approved as to form

Carol Pratt

From: Carol Pratt
Sent: Thursday, January 30, 2014 10:55 AM
To: David Damico
Subject: RT 109 Appraisal Contract

Dave,

This is my approval as to the availability of funds for the contract between the Town of Medway and Guidry & Platt Real Estate Analysts in the amount not to exceed \$46,937.00.

Carol

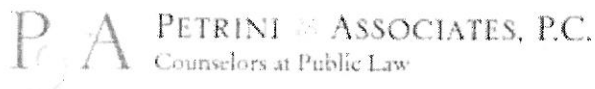
*Carol Pratt
Town Accountant
Town of Medway
155 Village Street
Medway, MA 02053
(508) 533-3202*

Bobby Mcgee

From: Christopher Brown <cbrown@petrinilaw.com>
Sent: Friday, January 24, 2014 2:03 PM
To: David Damico
Cc: Bobby Mcgee; Suzanne Kennedy; Barbara Saint Andre
Subject: RE: RT 109 Appraisal Contract

Thanks Dave. Typically professional liability policies do not permit the naming of additional insureds, unlike CGL policies, so the requested change to the insurance language is fine. We still have the indemnity provision and other guarantees set forth in the contract. The contract form itself looks fine, I will review the complete package when you get it back from them to make sure we are all set.

Christopher L. Brown
Petrini & Associates, P.C.
Counselors at Public Law
372 Union Avenue
Framingham, MA 01702
Tel. 508-665-4310
Fax. 508-665-4313
www.petrinilaw.com
cbrown@petrinilaw.com



The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination, or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with the requirements imposed by the IRS, Petrini & Associates, P.C. hereby provides notice to the recipient(s) of this e-mail that any U.S. tax advice herein contained in this communication, including any attachments hereto, is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: David Damico [mailto:ddamico@townofmedway.org]
Sent: Friday, January 24, 2014 1:49 PM
To: Christopher Brown
Cc: Bobby Mcgee; Suzanne Kennedy; Barbara Saint Andre
Subject: RT 109 Appraisal Contract

Chris,

Attached is the revised contract I have sent to Guidry & Platt for signature. Section 6 is revised as you suggested. They also wanted a scope change sentence which I added. Nothing unusual there. I also removed naming us as an additional insured for professional liability insurance. They claimed it's not done for appraisals and I can understand the logic. I think we have enough language elsewhere to protect the Town. It's just appraisals, not a design of any kind.

If you have time, take a look. The hard copies will come next week.

Thanks,

AGENDA

ITEM #7

Approval – School Dept’s Submission of Statement of Interest to Mass. School Building Authority for McGovern School Renovations

Associated back up materials attached:

- Request from School Dept
- Vote of School Committee
- SOI information
- Backup materials for 2013 submission (approved by BOS 4/2/13)

Proposed motion: I move that the Board of Selectmen support the School Department’s Statement of Interest for the McGovern Elementary School renovation project to be submitted to the Massachusetts School Building Authority, acknowledging that this application does not guarantee acceptance or approval of the application, the award of a grant or other funding from the MSBA, nor commits the Town to file an application for funding with the MSBA.

Allison Potter

From: Carol Villa <cvilla@medway.k12.ma.us>
Sent: Wednesday, January 29, 2014 4:13 PM
To: Allison Potter
Cc: Judy Evans
Subject: For Board of Selectmen Meeting
Attachments: MSBA_SOI_SC_vote_letter.pdf; MSBA_SOI_info_letter.pdf; MSBA_Intro_SOI.pdf

Hi Allison,

Attached please find two items:

- **letter to MSBA verifying a school committee vote**
- **information letter from MSBA announcing a 2014 SOI opening, which explains the reason for the school committee vote**

We are still working on the SOI application document so I do not have anything to attach here. It will be for McGovern School windows and is similar to what we submitted last year. As soon as I do have the SOI ready, I would be happy to provide the selectmen with a copy; however, I'm not sure when it will be ready.

In the meanwhile, timing is critical here. The SOI closing date is Friday, February 14 for submission electronically and of hard copies. I can see that the next BOS meeting is Monday, February 3, which would be the only meeting date prior to the 2/14 deadline that the BOS can take a vote.

I have also attached the *Introduction* page of the MSBA SOI application which provides a little more information, including the requirement of: "**the certified vote of the applicable governing body (e.g., City Council, Board of Aldermen, Board of Selectmen).**"

I am respectfully requesting that this item be placed on the February 3rd BOS agenda for a vote. Assuming a favorable vote, our office needs a letter for a certified vote of the board of selectmen as soon as possible thereafter but, hopefully, not later than February 10 so I can prepare the complete submission packet.

I hope I have provided enough information for you and the selectmen. Certainly if there are questions, Dr. Evans would be able to answer them.

If you have any questions I might answer, please do not hesitate to contact me.

Please acknowledge receipt of this email and verification that this item will be placed on the 2/3 BOS agenda for a vote.

Thank you,
-Carol

45 Holliston Street
Medway, Massachusetts 02053
OFFICE: 508-533-3222
FAX: 508-533-3226



Judith A. Evans, Ed. D.
Superintendent of Schools

January 27, 2014

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109

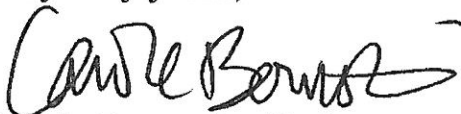
To Whom It May Concern:

At its regular meeting on January 16, 2014, the Medway School Committee took the following action:

VOTED: that the school committee authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form, dated March 27, 2013, for the McGovern Elementary School, located at 9 Lovering Street, Medway, which describes and explains certain deficiencies and priority categories and an application form at a future date; and further, that the school committee specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

If you have any questions, please do not hesitate to contact Superintendent Judith A. Evans.

Very truly yours,



Carole Bernstein, Chairperson
Medway School Committee



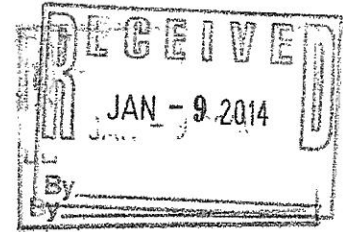
Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

John K. McCarthy
Executive Director

January 6, 2014

Judith Evans, Superintendent
Medway Public Schools
45 Holliston Street
Medway, MA 02053



RE: The Fiscal Year 2014 SOI Opening

Dear Superintendent Evans:

The Massachusetts School Building Authority (“MSBA”) is pleased to announce that we will begin accepting Statements of Interest (“SOIs”) for consideration in Fiscal Year 2014 **on Friday, January 10, 2014**. Submitting an SOI is the critical first step in the MSBA’s program for school building construction, addition/renovation, and repair grants. The SOI allows districts to inform us about deficiencies that may exist in a local school facility and how those deficiencies inhibit the delivery of the district’s educational program.

As stated in the letter that was sent to districts on December 5, 2013 regarding the FY 2014 SOI process, the SOI submission deadlines are as follows:

- The SOI closing date for districts submitting for consideration in the Accelerated Repair Program (“ARP”), which is primarily for the repair and/or replacement of windows, roofs, and/or boilers in an otherwise structurally sound facility, is **Friday, February 14, 2014**.
- The SOI closing date for districts submitting for consideration in the Core Program, which is primarily for projects beyond the scope of the Accelerated Repair Program, including extensive repairs, renovations, addition/renovations, and new school construction, is **Friday, April 11, 2014**.

Submitting an SOI should not be difficult and districts **do not** need to seek professional assistance to complete an SOI. **The process of completing and submitting an SOI will, however, require dedicated time from the district to comply with the submission requirements, especially the local vote requirements.** We recommend that districts plan ahead and allocate sufficient time to answer the questions posed in the SOI, compile the requested material and information, secure the appropriate signatures, and take the required local votes.



SUBMITTING AN SOI

To submit an SOI, the district should complete the attached MSBA System Access Request Form to receive a username and password to log into our SOI system and submit the SOI and any applicable closed schools data electronically. **The MSBA will only issue user access to district employees or district officials. If you received a username and password from us for previous SOI filing periods, they are no longer active.**

To assist districts with filing a previously submitted SOI, we can recall data that was provided in a previous SOI submission for a school facility and populate a new SOI with that data. The district can then edit the information and update the SOI prior to submitting it for consideration in FY 2014. To request that we pre-populate an FY 2014 SOI template with data that was previously provided, please complete the necessary information on the attached MSBA System Access Request Form. **Please note, we require that districts take new local votes authorizing the district to submit an FY 2014 SOI even if an SOI for the same school facility was submitted in a previous year.**

For all SOI submissions, the district will need to provide:

- (1) a hard copy of the SOI with the required signatures, there are two locations in each SOI where district officials will need to sign;
- (2) a hard copy of the Closed Schools information with the required signatures;
- (2) hard copies of the required local vote documentation, as detailed in the SOI; and
- (3) any supporting materials that are required to be submitted with the SOI.

We urge districts to review the deadlines for FY 2014 SOI submissions and schedule the necessary votes as soon as possible in order to meet the February 14, 2014 deadline for ARP SOIs and the April 11, 2014 deadline for Core Program SOIs.

PRIORITIZING SOIs

Districts should submit one SOI per school for each school they believe requires a project. However, an SOI should only be filed for a facility where a district has the ability to fund a project in the next two years. Any district that submits multiple SOIs will be required to select one SOI as its "district priority SOP" for consideration and due diligence efforts by the MSBA. If the district already has an SOI in our capital pipeline, that SOI is the district's priority for FY 2014 and will continue to be considered the district's priority SOI until the time of project completion. With each FY 2014 SOI that is submitted online, the district will need to designate its "district priority SOP" among the schools in its district. Please note that a district may apply

simultaneously for multiple facilities that it feels may be candidates for the Accelerated Repair Program (generally projects for the repair and/or replacement of windows, roofs, and/or boilers), but the district should still designate one SOI as its district priority.

We encourage districts to assess current, near-term, and long-term facility needs and plan SOI submissions accordingly. If a district has an upcoming need that it does not wish to address for several years, the district should consider waiting to submit an SOI for that facility until such time as the district is ready to move forward to address the issue.

SOI DEADLINE AND MSBA REVIEW

A properly completed SOI and all the required documentation, including the required votes of the municipal governing body and school committee, a signed copy of the SOI, and all closed schools data, must be postmarked no later than February 14, 2014 for consideration in the Accelerated Repair Program and by April 11, 2014 for consideration in the MSBA Core Program. **The MSBA will not consider any potential projects for funding without a properly completed and submitted SOI.**

ACCELERATED REPAIR SOIS

Submissions accepted from January 10, 2104 – February 14, 2014

The Accelerated Repair Program is primarily for the repair and/or replacement of roofs, windows, and/or boilers.

Participation in the Accelerated Repair Program requires Districts to:

- 1) use pre-qualified OPMs and designers;
- 2) appropriate funding quickly in order to adhere to an accelerated project schedule; and
- 3) complete the project within 18 months of the invitation to the Program by the MSBA Board of Directors.

The review process for the Accelerated Repair Program SOIs will begin once the District has submitted a properly completed SOI and all of the required documentation, including the votes of the municipal governing body and school committee.

CORE PROGRAM SOIS

Submissions accepted from January 10, 2014 – April 11, 2014

MSBA review of Core Program SOIs will begin after the April 11, 2014 deadline. The MSBA will not issue any decisions for any potential projects in FY 2014 until (1) the MSBA has received and reviewed the entire cohort of Core Program SOIs and (2) the MSBA has performed due diligence on district selected priority SOIs. Depending on the number of SOIs that are

submitted, this review process could take several months. Invitations to the MSBA Eligibility Period are anticipated at the fall/winter 2014 Board meetings.

If you are considering submitting an SOI and have any questions about the FY 2014 SOI process, please see the SOI Frequently Asked Questions on the MSBA's website (www.massschoolbuildings.org/2014_SOI_FAQs) or contact Brian McLaughlin, Capital Program Manager, by e-mail at Brian.McLaughlin@MassSchoolBuildings.org or by phone at 617-720-4466.

Sincerely,

A handwritten signature in black ink that reads "John K. McCarthy". The signature is written in a cursive style with a large, prominent "J" and "M".

John K. McCarthy
Executive Director

Introduction

Welcome to the Massachusetts School Building Authority's (MSBA) online Statement of Interest System! The Statement of Interest is the first step in the MSBA's process for the new program for school construction and renovation grants. This online system is intended to streamline the Statement of Interest process.

All districts are welcome to transmit a Statement of Interest to the MSBA, identifying the perceived deficiencies in their school facilities. All Statements of Interest must be transmitted to the MSBA using the online Statement of Interest System. The [User Guide](#), which explains how to use the SOI online system, and other helpful SOI information can be accessed by [clicking here](#). Please direct any questions that you might have about the Statement of Interest process or system to Brian McLaughlin or Diane Sullivan at the MSBA. They can be reached by calling 617.720.4466 or via email at Brian.McLaughlin@MassSchoolBuildings.org and Diane.Sullivan@MassSchoolBuildings.org

Please note that a separate Statement of Interest must be transmitted for each existing school for which the city, town or regional school district may have an interest in applying to the MSBA for a grant. Any city, town, or regional school district that has not transmitted a Statement of Interest to the MSBA and received the MSBA's acceptance of that Statement of Interest for a particular year will not be eligible to participate in the process for the MSBA's grant program for that year. If a district transmits more than one Statement of Interest, then the district must identify its one priority Statement of Interest. Each district must prioritize one Statement of Interest from all of the Statements of Interest that the district has submitted or refreshed, including any SOIs that may be in the MSBA's capital pipeline. At no time shall a district have more than one prioritized SOI on file with the MSBA.

In addition to the electronic transmission, the district must mail the following documents to the MSBA:

- (1) a hard copy of the Statement of Interest including the two signed certification pages with original signatures;
- (2) the certified vote of the applicable governing body (e.g., City Council, Board of Aldermen, Board of Selectmen);*
- (3) a copy of the minutes of the School Committee meeting (which must include the text of the vote) at which the Committee voted to authorize the submission of the Statement of Interest, signed by the Chair of the School Committee;
- (A) the Closed Schools report available on the Closed Schools tab that is accessible when you click on your district's name; and
- other information as indicated within the Statement of Interest system or at the direction of the MSBA.

*not applicable for Regional School Districts

The SOI transmission will not be considered complete until the MSBA receives this information in a format acceptable to the MSBA.

The Statement of Interest is **NOT** an application for funding. Transmission of the Statement of Interest in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation or requirement upon the MSBA.

The MSBA expects that a Statement of Interest can be completed at no cost to the city, town or regional school district. The MSBA is interested in hearing from the district itself about potential problems that may exist in a local school facility. Communities should not seek professional assistance to complete a Statement of Interest. The MSBA will NOT reimburse for any expenses that may be incurred in connection with the completion of a Statement of Interest.

NOTE: Most of the fields in this application require data to be entered. Generally, users cannot exit a page and continue to another page without entering data into the required fields. Each page must be SAVED individually, after editing.

The MSBA reserves the right to modify the online Statement of Interest system and to request and obtain additional, follow-up information from the city, town or regional school district.

Thank you.

District Goal –

The McGovern Elementary School was originally constructed in 1965. In a November 6, 1998 Master Plan Study by Symmes, Maini & McKee Associates for the Medway Public Schools district, the following deficiencies and/or recommendations were cited:

1. Windows require replacement to improve energy efficiency and significantly reduce energy consumption and costs (a Green Community goal). This is the district's foremost goal in pursuing this SOI.
2. Electrical distribution panels are obsolete; electrical systems and wiring require upgrade to be brought into conformity with current building code.
3. All plumbing requires replacement/upgrade and conformity to current building code, including handicap accessibility.
4. The building does not have a sprinkler system, and its ability to withstand seismic forces is limited.
5. The building has original vinyl asbestos tile in most classrooms and should be removed and replaced.

We believe that attention to these deficiencies can prolong the useful life of the McGovern building, which houses the district's entire early education program (Pre-Kindergarten through Grade one), by twenty years or more, and thus represents an outstanding value to taxpayers of Medway and the Commonwealth.

Proposed Schedule –

Depends upon timing of approval by MSBA.

Facilities Plan –

When the aforementioned Master Plan Study was prepared, it was contemplated that there may need to be an addition to the McGovern Elementary School to deal with increasing enrollment. However, the district's long-term enrollment trend shows a peak in the early 2000's and declining since. While an addition is no longer forecasted to be necessary, the operating systems in the building (see District Goal) are fifteen years older than when reported upon by Symmes, Maini & McKee Associates. In the meantime, the district has replaced the McGovern School's roof and boilers. The district also addressed its heat distribution system (in conjunction with an energy services performance contract), comprehensively improved its exterior paving, and upgraded its fire alarm and intercom systems; these items were included in the original SOI filed in 2007 on behalf of this school.

Budget Approval Process –

The Medway School Committee generally follows budget guidelines set forth by the town's Board of Selectmen. This has resulted, in recent years, of providing sufficient funding for the district's educational program, including modest annual negotiated contractual adjustments. In large part, this sufficiency is less due to any significant revenue increases than to declining enrollment. In the budget for the upcoming year (FY2014), the district is reconfiguring its elementary program, to better link transitions between grades, and consolidate use of available space (i.e., discontinuing academic use of the Burke Elementary School, which is over sixty years old). This reconfiguration has a fairly minimal budget impact, which is why this issue is noteworthy here.

Building History –

The McGovern (originally North) Elementary School was originally constructed in 1965, and subsequently named after its first principal, John D. McGovern. Mr. McGovern had been an experienced tradesman in his pre-academic life, and it attributed with the high degree of care and maintenance of plumbing and electrical systems throughout the building. The building initially housed students in grades kindergarten through six (as one of three “neighborhood schools” in Medway), but was changed to grades 1 and 2 during the 1990’s after the closing of one of the remaining elementary schools. The building was last re-roofed in 2002 and we are currently exploring the feasibility of a rooftop solar array (as we have installed at Medway High School and Middle School). While there have never been any substantive additions or alterations to the building, it remains a desirable school due to many favorable aspects of its design.

Site Description –

The building is situated on a 24-acre lot in a residential neighborhood, but set back from the street by a long driveway, and surrounded by woods on three sides. There are no known conditions that would have a negative impact on this project.

Building Envelope –

The McGovern School is a one-story building with a concrete slab foundation and brick exterior. It has a steel frame structure and a bar-joist roof with a metal deck. A fully adhered black rubber roof, with added insulation, was added in 2002. Exterior windows are single-glazed with steel frames and operable sashes.

Roof Replacement –

In 2002, Gale Associates designed and oversaw replacement of the original roofing system.

Mechanical and Electrical –

Plumbing infrastructure is mostly original. The building’s water and air are heated by natural gas through a central boiler plant. Electrical service, including distribution and most wiring, is generally original.

Boiler Replacement –

In 2005, the school’s boiler system was upgraded to a high efficiency, condensing boiler system, which is still performing well.

HVAC Repair –

The building’s mechanical systems were upgraded in 2009 as part of a comprehensive energy management performance contract, including an automated energy management system and other energy-efficient enhancements. The electrical system is largely original equipment, excepting for periodic replacement of obsolete ballasts, circuit breakers, etc.

Building Interior –

Most floors, including all classrooms, are vinyl asbestos tile, which is generally good condition. Some areas (e.g., library, main office) are carpeted; toilet rooms have ceramic tile floors and the gymnasium has hardwood. Interior walls are mostly unpainted PMU (pumice masonry units). Classrooms and corridors have suspended acoustical ceilings, while toilet rooms and the kitchen have plastered ceilings. Lighting fixtures were upgraded as part of the 2009 comprehensive energy management performance contract noted above.

Programs –

The building currently serves grades 1 and 2, but next year will become the district's early childhood program setting including Pre-K, kindergarten and grade one. A full range of special education services is provided, as well as instruction in art, music and technology in dedicated classroom spaces. There is a small gymnasium and cafeteria, both of which well-maintained to serve all students in the building. The building design includes a main foyer (adjacent to the main office) and radiating "pods", each containing up to six classrooms and with a common area. It is a desirable location for very young students.

Core Spaces –

There are twenty-one typical classrooms with average size 900 square feet, plus three small classrooms (under 250 square feet). There are neither labs nor dedicated science rooms. The building library is approximately 1,200 square feet.

Capacity and Utilization –

While enrollment has been in a gradual decline for several years, it is fully utilized and all spaces are occupied for instructional or administrative services. The reconfiguration of the building to house the district's early education program will allow for the benefit of avoidance of overcrowding situations.

Maintenance and Capital –

The facility is maintained by a department of four employees (who serve a total of four buildings) using School Dude for both reactive and preventative maintenance. Capital repairs are generally undertaken in conjunction with the town's budgeting process, whereby expenditures over \$5,000 each are pre-approved. Since 2000, the town has voted to perform roof and boiler projects under Proposition 2-1/2 debt exclusions. Additionally, HVAC and lighting upgrades were performed as part of a comprehensive energy performance contract, whose costs were bonded within the levy limit.

Q1 Issues –

Windows, plumbing, electrical distribution and wiring, and flooring are all original with the McGovern School, built in 1965. Windows are single-pane and do not provide any thermal resistance, making them a significant source of energy waste. Plumbing fixtures were retrofitted with flow-restrictive devices, but the plumbing infrastructure is prone to leaks and disruption; additionally the building is not sprinklered. The electrical distribution system and wiring are substandard by today's computer-dominated uses. Corridor and classroom floors are vinyl asbestos tile, which should be replaced.

Q2 Measures –

The district tackled the highest priority systems (roof, boiler plant, HVAC and lighting) within the last ten years as discussed above. The energy management system that was installed has helped, but cannot mitigate the energy loss from drafty, 50-yearold windows. Electrical and plumbing repairs are made on a generally reactive basis. The district has performed periodic inspections prescribed by AHERA, and would replace any tiles that appeared to be damaged; in practice those situations are rare.

Q3 Impact –

Drafty windows allow penetration of cold air, insect, contaminants, etc., which affect the classroom learning environment. Students sometimes resort to wearing outdoor clothing in cold classrooms, and the appearance of bees and pollen can be problematic, especially for those with allergies. In any event, additional funds spent on utilities (to offset the heat loss through inefficient windows) represents less available to be spent on educating students. Similarly, disruptions and costs associated with chronic plumbing and electrical problems interfere with the optimal educational process.

Q4 Addressing –

The McGovern School building is structurally sound and suitably designed for young students, and should be in continued use for many years to come. The measures sought through this SOI are relatively small in nature compared with either a full-scale renovation or building replacement, neither of which are considered necessary. The plumbing, electrical, seismic, and energy codes are far different in 2013 than in the early 1960's, when the building was designed. Medway is now a designated Green Community and desires the energy-efficiency gains from applicable aspect of this SOI. Providing the community with a desirable elementary school that will last another 20-30 years generates a comfortable stability in the big picture of educational services in Medway. The money saved (from energy savings, avoided repairs, etc.) can be redirected to both preventative maintenance and most importantly, to educational services.

Resolved: Having convened in an open meeting on April 1, 2013, the Board of Selectmen for the Town of Medway, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated 3/27/13 for the John D. McGovern Elementary School located at 9 Lovering Street which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future: replacement, renovation or modernization of school facility systems, including window replacement for greater energy efficiency, plumbing and electrical system upgrades, new flooring, and new sprinklers to comply with code requirements; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Medway to filing an application for funding with the Massachusetts School Building Authority.

School Details	New SOI			
SOI Main	General Description	Priorities	Vote	Submit SOI

District: Medway
School: John D Mc Govern Elem

Please check the priorities for which you are submitting this Statement of Interest.

Priorities

- 1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
- 2. Elimination of existing severe overcrowding.
- 3. Prevention of the loss of accreditation.
- 4. Prevention of severe overcrowding expected to result from increased enrollments.
- 5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
- 6. Short term enrollment growth.
- 7. Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
- 8. Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope:

Repair Project

- Roof
- Windows/ Doors
- HVAC/ Boiler

Other (Please specify) plumbing electrical floors sprinklers

Each district must prioritize one Statement of Interest from all of the Statements of Interest that the district has submitted or refreshed, including any SOIs that may be in the MSBA's capital pipeline. At no time shall a district has more than one prioritized SOI on file with the MSBA

Is this SOI the District Priority SOI? YES NO

District Goal for School: Please explain the goals of any potential project at this school. Please be specific as to the nature of the problem and its relationship to the goals of the potential project (maximum of 5000 characters).

The McGovern Elementary School was originally constructed in 1965. In a November 6, 1998 Master Plan Study by Symmes, Maini & McKee Associates for the Medway Public Schools district, the following deficiencies and/or recommendations were cited:

1. Windows require replacement to improve energy efficiency and significantly reduce energy consumption and costs (a Green Community goal). This is the district's foremost goal in pursuing this SOI.

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above? Please provide specific dates and milestones for the proposed schedule and include a description of the types and timing of votes required by any governing bodies such as the School Building Committee, School Committee, Finance Committee, Board of Selectmen, and/or City Council/Town meeting (maximum of 1000 characters).

Depends upon timing of approval by MSBA.

Is this part of a larger facilities plan? YES NO

If "YES", please provide the following:

Facilities Plan Date: 11/06/1998

When the aforementioned Master Plan Study was prepared, it was contemplated that there may need to be an addition to the McGovern Elementary School to deal with increasing enrollment. However, the district's long-term enrollment trend shows a peak in the early 2000's and declining since. While an addition is no longer forecasted to be necessary, the operating systems in the building (see District Goal) are fifteen years older than when reported upon

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI 21 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI 21 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES NO

If "No", please provide the following:

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? YES NO

If "YES", please provide the following:

Please provide the title, author, and date of the report in area below. (maximum of 500 characters)

Master Plan study for the Medway Public Schools
Symmes, Maini & McKee Associates
November 6, 1998

Please include a hardcopy of these report(s)/document(s) with your hard copy Statement of Interest submittal.

Is there overcrowding at the school facility? YES NO

If "YES", please describe in detail, including specific examples of the overcrowding (maximum of 5000 characters).

[Empty text box for overcrowding description]

Has the district had any recent teacher layoffs or reductions? YES NO

If "YES", how many teaching positions were affected? 0

At which schools in the district? (maximum of 100 characters)

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education) (maximum of 250 characters).

[Empty text box for teacher positions description]

Has the district had any recent staff layoffs or reductions? YES NO

If "YES", how many staff positions were affected? 0

At which schools in the district? (maximum of 100 characters)

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance) (maximum of 250 characters).

[Empty text box for staff positions description]

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. If no recent teacher layoffs and/or staff reductions have occurred, please enter "Does Not Apply" (maximum of 1000 characters).

Not applicable.

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the District's school facilities, class sizes, and educational program. Please give specific examples of the impact (maximum of 2000 characters).

The Medway School Committee generally follows budget guidelines set forth by the town's Board of Selectmen. This has resulted, in recent years, of providing sufficient funding for the district's educational program, including modest annual negotiated contractual adjustments. In large part, this sufficiency is less due to any significant revenue increases than to declining enrollment. In the budget for the upcoming year (FY2014), the district is reconfiguring its elementary program, to better link transitions between

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Submitted Date:

[Download Draft SOI](#)

School Details **New SOI**

SOI Main General Description **Priorities** **Vote** **Submit SOI**

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and purposes of any additions and renovations (maximum of 5000 characters).

The McGovern (originally North) Elementary School was originally constructed in 1965, and subsequently named after its first principal, John D. McGovern. Mr. McGovern had been an experienced tradesman in his pre-academic life, and it attributed with a high degree of care and maintenance of plumbing and electrical systems throughout the building. The building initially housed students in grades kindergarten through six (as one of three "neighborhood schools" in Medway), but was changed to grades 1 and 2.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.
53865

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with this facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The building is situated on a 24-acre lot in a residential neighborhood, but set back from the street by a long driveway, and surrounded by woods on three sides. There are no known conditions that would have a negative impact on this project.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location site. (Maximum of 300 characters)

9 Lovering Street, Medway, MA

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The McGovern School is a one-story building with a concrete slab foundation and brick exterior. It has a steel frame structure and a bar-joist roof with a metal deck. A fully adhered black rubber roof, with added insulation, was added in 2002. Exterior windows are single-glazed with steel frames and operable sashes.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS ? Yes No

Year of Last Major Repair or Replacement:(YYYY) _____

Description of Last Major Repair or Replacement:
(Maximum of 1500 characters)

Has there been a Major Repair or Replacement of the ROOF ? Yes No

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
(Maximum of 250 characters)

Year of Last Major Repair or Replacement:(YYYY)

Description of Last Major Repair or Replacement:
(Maximum of 1500 characters)

Has there been a Major Repair or Replacement of the WINDOWS ? Yes No

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
(Maximum of 250 characters)

Year of Last Major Repair or Replacement:(YYYY) _____

Description of Last Major Repair or Replacement:
(Maximum of 1500 characters)

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical system known problems or existing conditions (maximum of 5000 characters).

Plumbing infrastructure is mostly original. The building's water and air are heated by natural gas through a central boiler plant. Electrical service, including distribution and most wiring, is generally original.

Has there been a Major Repair or Replacement of the BOILERS ? Yes No

Year of Last Major Repair or Replacement:(YYYY) 2005

Description of Last Major Repair or Replacement:
(Maximum of 1500 characters) In 2005, the school's boiler system was upgraded to a high efficiency, condensing boiler system, which is still performing well.

Has there been a Major Repair or Replacement of the HVAC SYSTEM ? Yes No

Year of Last Major Repair or Replacement:(YYYY) 2009

Description of Last Major Repair or Replacement:
(Maximum of 1500 characters) The building's mechanical systems were upgraded in 2009 as part of a comprehensive energy management performance contract, including an automated energy management system and other energy-efficient enhancements. The electrical system is largely original equipment,

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM ? Yes No

Year of Last Major Repair or Replacement:(YYYY)

Description of Last Major Repair or Replacement:
(Maximum of 1500 characters)

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Most floors, including all classrooms, are vinyl asbestos tile, which is generally good condition. Some areas (e.g., library, main of are carpeted; toilet rooms have ceramic tile floors and the gymnasium has hardwood. Interior walls are mostly unpainted PMU (pumice masonry units). Classrooms and corridors have suspended acoustical ceilings, while toilet rooms and the kitchen have plastered ceilings. Lighting fixtures were upgraded as part of the 2009 comprehensive energy management performance contrac

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and indicate whether there program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters

The building currently serves grades 1 and 2, but next year will become the district's early childhood program setting including Pr kindergarten and grade one. A full range of special education services is provided, as well as instruction in art, music and techno in dedicated classroom spaces. There is a small gymnasium and cafeteria, both of which well-maintained to serve all students in building. The building design includes a main foyer (adjacent to the main office) and radiating "pods", each containing up to six

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a descripi number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, and description of the media center/library (maximum of 5000 characters).

There are twenty-one typical classrooms with average size 900 square feet, plus three small classrooms (under 250 square feet). There are neither labs nor dedicated science rooms. The building library is approximately 1,200 square feet.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. I school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 500 characters).

The facility is maintained by a department of four employees (who serve a total of four buildings) using School Dude for both reactive and preventative maintenance. Capital repairs are generally undertaken in conjunction with the town's budgeting process, where expenditures over \$5,000 each are pre-approved. Since 2000, the town has voted to perform roof and boiler projects under Proposition 2-1/2 debt exclusions. Additionally, HVAC and lighting upgrades were performed as part of a comprehensive energy

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School Details	New SOI			
SOI Main	General Description	Priorities	Vote	Submit SOI

5

Priority 5

Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.

Guidance for Priority 5

Districts should only check Priority 5 if a major building system is in need of replacement, renovation, or modernization in order to extend the useful life of the building. Districts selecting Priority 5 must provide all requested information in the appropriate spaces provided at the bottom of the page.

* The determination of whether something qualifies as a Priority 5 rests solely with the MSBA, and the MSBA shall not be bound by opinions or judgments of the district.

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

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Windows, plumbing, electrical distribution and wiring, and flooring are all original with the McGovern School, built in 1965. Windows are single-pane and do not provide any thermal resistance, making them a significant source of energy waste. Plumbing fixtures were retrofitted with flow-restrictive devices, but the plumbing infrastructure is prone to leaks and disruption; additionally the building is not sprinklered. The electrical distribution system and wiring are substandard by today's computer-dominated uses. Corridor and classroom floor vinyl asbestos tile, which should be replaced.

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Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

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The district tackled the highest priority systems (roof, boiler plant, HVAC and lighting) within the last ten years as discussed

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Words: 77 Characters: 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

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Drafty windows allow penetration of cold air, insect, contaminants, etc., which affect the classroom learning environment. Students sometimes resort to wearing outdoor clothing in cold classrooms, and the appearance of bees and pollen can be problematic, especially for those with allergies. In any event, additional funds spent on utilities (to offset the heat loss through inefficient windows) represents less available to be spent on educating students. Similarly, disruptions and costs associated with chronic plumbing and electrical problems interfere with the optimal educational process.

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Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

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The McGovern School building is structurally sound and suitably designed for young students, and should be in continued use for many years to come. The measures sought through this SOI are relatively small in nature compared with either a full-scale renovation or building replacement, neither of which are considered necessary. The plumbing, electrical, seismic, and energy codes are far different in 2013 than in the early 1960's, when the building was designed. Medway is now a designated Green Community and desires energy-efficiency gains from applicable aspect of this SOI. Providing the community with a desirable elementary school that will last another 20-30 years generates a comfortable stability in the big picture educational services in Medway. The money saved (from energy savings, avoided repairs, etc.) can be redirected to both preventative maintenance and most importantly, to educational services.

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Words:142 Characters:9

Have the systems identified above been examined by an engineer or other trained building professional?

YES NO

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Symmes, Maini & McKee Associates

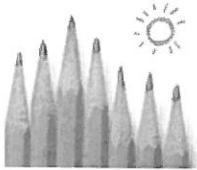
The date of the inspection: 11/06/1998

A summary of the findings (maximum of 5000 characters):

Repairs are warranted.

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Massachusetts School Building Authority

Funding Affordable, Sustainable, and Efficient Schools in Partnership with Local Communities

Statement of Interest Frequently Asked Questions: FY2013

Q: What is a Statement of Interest (SOI)?

A: An SOI is a form that can be completed by cities, towns, and regional school districts ("Districts") that are seeking funding from the MSBA. Submitting an SOI is the first step in the Massachusetts School Building Authority ("MSBA") program for school building construction, addition/renovation, and repair grants. The SOI asks the District to state what it believes are the deficiencies in a school building and how those deficiencies fit the statutory priorities established in MGL c.70B.

Q: Should the SOI propose a solution to the deficiencies cited?

A: The purpose of the SOI is for the District to identify perceived deficiencies within a school facility. The MSBA and the District would then work in partnership to identify possible solutions if/when the District is invited by the MSBA Board of Directors into the Capital Pipeline or Accelerated Repair Program. If a District is invited into either the Capital Pipeline or Accelerated Repair Program, the MSBA and the District will begin collaboration to determine the most educationally-appropriate and cost-effective solution to the deficiencies in a building. A District should indicate in the drop-down menu in the SOI the type of project it believes is appropriate: potential new school, addition/renovation, repair project (including major repair to a facility or accelerated repair to a roof, window, or boiler). In the SOI section titled "District Goal for School," the District should also provide information about what the District feels is a potential solution to the facilities issues that have been identified in the SOI. *Please note, if applicable, Districts may express the need for multiple accelerated repair projects (generally projects for the repair and/or replacement of windows, roofs, and/or boilers).*

Q: How many SOIs can a District submit?

A: We do not limit the number of SOIs that a District can submit; however, an SOI should only be filed for a facility where a District has the ability to gain the proper local approvals and fund a project in the next two years. *A District is only allowed to submit one SOI per school facility and should detail all of the facility's deficiencies in that one SOI.* If a District submits SOIs for more than one facility, it will be required to select one SOI as the "district priority SOI" for consideration and due diligence efforts by the MSBA. With each FY2013 SOI online submission, the District will need to designate its "district priority SOI" in the online SOI System among the schools in the District. If the District already has an SOI in our Capital Pipeline, that SOI is the District's priority for FY2013 and will continue to be considered the District's priority SOI until the time of project completion.

Q: Should a District seek professional assistance to complete an SOI?

A: No. Districts should not seek professional assistance to complete an SOI. The SOI affords a District the opportunity to articulate its thoughts about problems that may exist in a local school facility. We expect that the SOI can be completed at no cost to the District. Districts will **NOT** be reimbursed for any expenses that may be incurred in connection with the completion and submission of an SOI. The process of completing and submitting an SOI will require dedicated time from the District. We recommend that the District plan ahead and allocate sufficient time to answer the questions posed in the SOI, secure the appropriate signatures, and take the required votes.

Q: Who files an SOI?

A: The Superintendent of Schools files the SOI after having been authorized to do so by the city, town, or regional school district school committee and, except in the case of a regional school district, by the local governing body (e.g., City Council/Aldermen/Board of Selectmen).

Q: Why is it necessary to have votes authorizing submission of an SOI?

A: In order to show the support of the local officials for the submission of an SOI, we require votes from the local school committee and, except in the case of a regional school district, the local governing body (e.g., City Council/Aldermen/Board of Selectmen) authorizing the Superintendent of Schools to submit an SOI.

Q: Is there a required text for the votes authorizing an SOI?

A: Yes. The votes of the local governing body and the school committee must use substantially the same wording that is set forth in the [Form of Vote \(/sites/default/files/edit-content/file/Build%20With%20Us/Prerequisites/FY2013%20SOIs/Statement_of_Interest_Vote_Language_and_Guidance_2013.doc\)](#) that is detailed in the SOI. The text of the motions voted must reference the school name and the deficiencies that have been identified in the SOI. The deficiencies can be listed in the text of the vote as the numerical priorities and the descriptions that were selected on the second page of the SOI by the District. For the vote of the City Council/Aldermen/Board of Selectmen, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly taken and

recorded, and the date of the vote must be provided. For the vote of the School Committee, minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The School Committee minutes should contain the text of the motion that was voted.

Q: If my district is ready to take the required local votes to submit an SOI and we do not yet know the SOI date (the date the SOI will be submitted online) to use in the vote language, what should I do?

A: If a district does not know the date the SOI will be submitted online (the SOI date) but is ready to take the required local votes to submit the SOI, the district should reference the SOI "that will be submitted to the MSBA by no later than April 10, 2013 for consideration in FY2013" in the text of the votes. The district must have current votes to submit an SOI for consideration in FY2013 and should not re-submit a vote taken to submit an SOI in a previous fiscal year.

Q: How does a District file an SOI?

A: The Superintendent of Schools should complete an [MSBA System Access Request Form](#) ([/sites/default/files/edit-contentfile/Build%20With%20Us/Prerequisites/FY2013%20SOIs/MSBA_System_Access_Request_Form_2013_SOI_123_112.doc](#)) to request a unique user ID and a password which will allow the Superintendent to access the online [SOI System](#) ([https://systems.massschoolbuildings.org/Login.aspx?ReturnUrl=%2fDefault.aspx](#)) and submit the electronic version of the SOI. An original signed hard copy of the SOI, the required vote documentation, and any other required materials must also be submitted to the MSBA by the established deadline. **The deadline for submitting an SOI for consideration in FY2013 is April 10, 2013.**

Q: Who signs off on the SOI submittal?

A: In addition to the vote requirements noted above, once the SOI has been submitted online, the District must print out the hard copy SOI document and obtain the signatures of the following local officials: the Superintendent of Schools, the District's School Committee Chair, and the Local Chief Executive Officer of the District. In some Districts two of the required signatures may be that of the same person. If this is the case, please have that person sign the SOI in both locations. Please do not leave any of the signatures blank as it will result in an incomplete submittal.

Q: Who is the Local Chief Executive Officer?

A: In a city or town with a manager form of government, the manager of the municipality is the Local Chief Executive Officer. In other cities, the Mayor is the Local Chief Executive Officer, and in other towns, the Board of Selectmen is the Local Chief Executive Officer unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.

Q: What is the Accelerated Repair Program and how does a District file an SOI for the Accelerated Repair Program?

A: The Accelerated Repair Program is primarily for the repair and/or replacement of roofs, windows, and/or boilers with the potential to include additional systems as may be determined by the MSBA contingent upon available funding and capacity in the Capital Pipeline. The Accelerated Repair Program focuses on the preservation of existing assets by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for Districts.

The Accelerated Repair Program is competitive and the MSBA will determine which SOIs will be considered to participate in the Program. A District must apply to the MSBA's main repair program by selecting "Repair Project" in the drop-down menu in the SOI to be considered for the Accelerated Repair Program. When a District submits an SOI for a repair project, our staff will determine, based on its review and validation of the information presented in the SOI, whether a potential project is appropriate for the Accelerated Repair Program or the Major Repair Program. This determination will be at the sole discretion of the MSBA and will be based on the anticipated scope, schedule, and systems affected by the repair.

Once the District has access to the [SOI System](#) ([https://systems.massschoolbuildings.org/Login.aspx?ReturnUrl=%2fDefault.aspx](#)), by completing an [MSBA System Access Request Form](#) ([/sites/default/files/edit-contentfile/Build%20With%20Us/Prerequisites/FY2013%20SOIs/MSBA_System_Access_Request_Form_2013_SOI_123_112.doc](#)), the District can select the Priority/Priorities for which the SOI will be submitted. To access the option to submit an SOI for consideration for any type of repair project, the District must select Priority #5 in the SOI.

Q: Does the Accelerated Repair Program have special requirements?

A: SOIs that are invited into the Accelerated Repair Program will be required to use pre-qualified OPMs and designers and adhere to other requirements that are unique to this program, such as implementing an accelerated project schedule. Districts that are ultimately invited by a vote of the MSBA Board of Directors into the Accelerated Repair Program may be able to undertake multiple projects simultaneously, but must be able to evidence the ability to obtain necessary funding in a timely manner.

Q: Does the District need to submit student enrollment information along with its SOI?

A: No. In the past, Districts were required to submit limited enrollment-related information when submitting an SOI based on enrollment factors (statutory priorities 2, 4, and 6). Due to our redesigned

Enrollment Projection System, Districts are no longer required to submit enrollment information at the point of filing an SOI. However, we will engage in enrollment discussions with the District prior to invitation into the Capital Pipeline. Specifically, much of the enrollment projection collaboration now occurs when the District is invited into our Eligibility Period.

Q: How does the pre-populate option work?

A: To assist Districts that are filing an SOI for a school facility that was the subject of a previously submitted SOI, we have the ability to recall the data that was provided in a previous SOI submission and pre-populate a new SOI with that data. The District can then edit the information and update the SOI prior to submitting it for consideration in FY2013. To request that we pre-populate an FY2013 SOI template with data that was previously provided, please complete the necessary information on the [MSBA System Pre-population Request Form \(/sites/default/files/edit-contentfile/Build%20With%20Us/Prerequisites/FY2013%20SOIs/MSBA_System_Pre-Population_Request_Form_2013_SOI_123112.doc\)](#). Please make sure to note whether we should also pre-populate any closed school information.

Q: What happens after the MSBA receives the SOI?

A: The information provided in the SOI will play an important role in helping us understand the needs at a particular school facility and to decide whether to move forward with a District for further assessment of a facility. Once an SOI has been submitted and reviewed, we will be working with Districts to validate the problem(s) identified in the SOI and, if appropriate, collaborate on potential solutions. We will then notify Districts about the next steps.

Q: How long will the MSBA approval process take?

A: That depends on several factors, including: the extent and urgency of the problems described in the SOI; the extent and urgency of the problems relative to other SOIs that have been filed; the number of potential solutions that may need to be explored with a District; the amount of time required for the MSBA and the District to agree upon an educationally and financially sound solution; the ability of the District to fund its portion of the agreed-upon solution; and many other factors that all could impact timing.

We remain committed to working as diligently as possible to review all SOI submissions and to collaborating with Districts that are invited to move forward in our process through all phases of project approval, design, and construction.

Q: Does the MSBA work with Districts on a "first come, first served" basis?

A: No. Our grant program is based on urgency and need, consistent with the eight statutory criteria, and not the time of the SOI submission.

Q: Where can I find out more about filing an SOI?

A: For questions regarding SOIs, please contact [Brian McLaughlin](#) (<mailto:Brian.McLaughlin@massschoolbuildings.org?subject=SOI%20Inquiry>) via e-mail or at 617-720-4466.

AGENDA

ITEM #8

Approval – Collins Center Profile Prepared for Medway Town Administrator Position

Associated back up materials attached:

- Draft profile

Proposed motion: I move that the Board of Selectmen accept the Town Administrator profile prepared by the Collins Center for the Town Administrator recruitment.

MEDWAY TOWN ADMINISTRATOR PROFILE

Introduction

The Town of Medway has retained the services of the Edward J. Collins Jr. Center for Public Management at the University of Massachusetts Boston to assist in the Town's recruitment of a new Town Administrator. This Profile draws upon our discussions with Selectmen, department heads, elected officials, and staff. It describes our understanding of the organization, the challenges that lie ahead for the successful candidate, and the professional and personal characteristics an ideal candidate will possess.

The Town of Medway

Medway is located approximately twenty-five miles west of the center of Boston. The Town has a population of approximately 13,000. Commercial development is limited. Medway is a well-regarded town of homes. The retiring Town Administrator has served in the position since 2006. Additional information about the Town is available on its web site. (www.townofmedway.org)

The median household income is approximately ninety-seven thousand dollars, a number that is significantly larger than the state median of sixty-five thousand dollars. Data on the Town's demographic trends can be obtained from the Metropolitan Area Planning Council (www.mapc.org).

In the public mind Medway is a medium- sized middle class New England town. However, its very high level of public services, amenities and geographical location have made it an attractive place to live for professional families. There is significant pressure on housing prices due to high demand.

Organizational Design and Governance

The Town governance structure consists of a five member Board of Selectmen, elected for three year staggered terms, and open Town Meeting. Elected Boards include the School Committee, the Library Trustees, the Planning Board, Board of Health, Water Sewer Commission, and the Parks Commission. The Town Moderator and the Town Clerk are also elected.

The Town Administrator's powers are established in the Town's special act charter, Chapter 84 of the Acts of 2008. Town Meeting is the legislative body and exercises the functions of appropriating money and making local laws. The position of Town Administrator is well established and the Town is committed to professional management. As in all Massachusetts towns the schools function as an

autonomous entity.

While the position of Town Administrator has relatively strong powers, as an old New England town Medway retains a strong tradition of making decisions through consensus. The new Town Administrator must be attuned to this tradition and be comfortable working in an environment where political power is diffuse and citizens expect broad consultation on significant decisions

Public Finance

The Town is financially conservative and holds significant reserves in its Stabilization Fund and in "free cash". Twenty-nine million dollars of the Town's fifty-two million dollar budget is from property taxes. Eleven million dollars of revenue is in the form of state aid and nine million dollars is in the form of local receipts. A recent bond offering statement is available on the Collins Center web site.

Challenges for the Town Administrator

Building on the Foundation. Boards of Selectmen, Town Meeting and the retiring Town Administrator have built a solid public administration foundation for the Town that emphasizes professionalism among the Town's staff and administrators. Medway has well-trained professional department administrators and key staff, a value the current Board of Selectmen wants to maintain. The job of the next Town Administrator is *to take the Town to the next level.*

Ensuring full confidence in the management of the Town. The successful tenure of the retiring Town Administrator places a premium on making the right appointment. The new Town Administrator needs to be able to foster a sense of stability while evaluating the current condition in a forthright and professional way. The process of selecting a new Town Administrator, the first impression set by the new Town Administrator and the perception of the new Administrator's initial decisions need to engender confidence in the Town's decision-making processes and set the stage for enhanced public perception of the quality of town governance.

Establishing and Maintaining a Positive Employment Climate. Most of the Town's employees are members of collective bargaining units. Collective bargaining activities are the responsibility of the Town Administrator and Selectmen. The labor relations climate is generally considered favorable. The Town employs a human resource professional and has a well-developed human resource system.

Medium-and Long Term Budget Planning and Service Delivery. Like all Massachusetts municipalities, Medway is facing revenue constraints and growing cost pressures. A significant amount of the Town Administrator's time will be required to forge town-wide strategies to manage within these constraints. This

task must be addressed in the context of multi-year plans that consider the new normal: constrained revenue combined with explicit recognition of pension and OPEB liabilities. Service expectations are high but resources in real dollar terms will be limited.

Conservative budgeting and strict expenditure control will be required. Medway is a high service town with own-source general fund revenue coming almost exclusively from the residential property tax base.

The Town has undeveloped land adjacent to Interstate 495. Finding a way to unlock development on this land and gain the resulting tax revenue is a longer-term town goal.

Communication. Well-developed communication skills are essential. Open, accurate and timely communication by the Town Administrator with the Selectmen, other Town government entities, department heads, the public, the many volunteers and employees, need to be integrated into the normal operational practices of the Town. The next Town Administrator must be skilled and comfortable serving as a major public spokesperson for the Town and actively participate in shaping a strategic message to citizens, stakeholders and the business and development communities.

The Town Administrator must be able to engage the members of the Board of Selectmen and committees/boards/commissions in an on-going dialogue about the critical issues that face the Town. The public communication role of the Town Administrator will be critical to sustaining a high level of confidence and trust by residents in Town government.

Building a Management Team, Staff Development & Morale. Medway has a well-regarded group of department heads. Efforts by the Town Administrator will be required to foster comprehensive interdepartmental approaches to problem solving and governance. These efforts need to include the schools (while respecting their autonomy), the Town's largest budgetary entity and a key determinant of the quality of life in Medway. Maintaining staff morale, fully utilizing the considerable talents of staff and establishing and then maintaining high performance standards will be critical to the success of the new Town Administrator.

Managing relationships with Boards and Commissions. Medway has a large number of elected and appointed boards, commissions and committees that are integral to the governance of the Town. Many of the boards, commissions and committees possess defined statutory powers. All need support and collaboration from the Town Administrator.

Strategic Planning. Given the Town's limited revenue options careful and thoughtful strategic planning for the maximization of the town's revenue potential, service delivery system and land use regulatory system will be a priority. It is noteworthy that the Town has recently taken the steps to establish a redevelopment authority.

The Ideal Candidate

The Medway Board of Selectmen seeks a Town Administrator who is a seasoned manager in an environment of similar complexity and sophistication who possesses strong organizational, communication and community leadership skills. This is not a learning position.

Medway seeks a Town Administrator with the skill, energy, creativity and experience to execute the vision of Selectmen in achieving the Town's goals.

Medway seeks a Town Administrator willing to commit to a tenure long enough to build a multi-year approach to ensuring the sustainability of the Town's service levels. The new Town Administrator must consider regional solutions when that is in the Town's interest, as well as foster volunteerism and private contributions as a partial solution to sustaining service delivery. Medway needs a Town Administrator who can help set the stage for community-wide approaches to addressing the Town's needs, approaches that produce sound outcomes and avoid polarization.

The following attributes have been determined important in Medway's next Town Administrator.

Personal

The next Town Administrator needs to be:

willing to negotiate a competitive compensation and an employment contract with the selected candidate.

How to Apply

Applications are preferred electronically. Please send your resume with a cover letter addressing the job requirements to this email address: recruitment.umb@gmail.com. Please combine all of your documents in a single pdf file, if possible. **Medway TA** and the applicant's **Last Name** must be included in the subject line.

Should you have any questions regarding this opportunity, or a recommendation of a colleague, please contact: Dick Kobayashi, Senior Associate 617-489-8812, or Mary Flanders Aicardi, Associate 508-215-8992.

To learn more about the Edward J. Collins Jr. Center for Public Management at UMASS Boston, please visit: www.umb.edu/cpm.

AGENDA

ITEM #9

**Approval – Project Alex 5K – Sep.
13, 2014**

Associated back up materials attached:

- Request from Ann Handy
- 5K information

Proposed motion: I move that the Board of Selectmen approve the Alexander Handy Memorial Foundation 6th Annual 5K Walk/Run to be held on Saturday, September 13, 2014, conditioned upon the hiring of two detail officers for the event to be paid for by the foundation.

Allison Potter

From: ahandy@projectalex.net
Sent: Sunday, January 26, 2014 10:47 AM
To: Allison Potter
Cc: Jeff Watson; ahandy@projectalex.net
Subject: 2014 Project Alex 5K
Attachments: 2014_5K_Flyer.pdf

Hi Allison,

We would like to schedule our 5K for 2014 and wanted to get the Town's approval before we start marketing our event. I have attached a flyer for you. Please let me know if I need to do anything else.

As always, thanks so much!

Ann
:-)

508-254-4836



The Alexander Handy Memorial Foundation Presents...



USATF-certified
MA04009RN

6th Annual

5K Walk/Run

Saturday, September 13, 2014 • Start: 8:00am (rain or shine)

Medway VFW (123 Holliston Street) • Registration: 7:00am

Child Entry Fee (14 and under): \$5 *with non-perishable food item*

Adult (15 and over): \$20 pre-registration before August 30, 2014

Entry Fee (day of race): \$25

"Project Alex" is a not-for-profit organization established in 2006 after the death of Alex Handy, who was hit by a car and killed while he was on his bicycle. This foundation was established to assist the community through youth safety and scholastics. The long-term goal of the foundation is to play an active role in youth safety and education through donations, sponsorship, fundraisers, and events. 100% of the money that we raise goes back to the community. Project Alex reminds the young people in our community to be careful, be cautious, be safe and most of all be a free spirit and enjoy life as Alex did!

Have a great time while raising money for a great cause -- keeping kids safe!

5K Registration opens

July 1!

www.projectalex.net

Community

- Annually paint the Medway Crosswalks "safety blue" in the Spring and Fall
- Annually donate bicycle helmets to the Medway Police to distribute
- Support Medway Town "crosswalk" Signage

High School

- Annually award Medway High School *Free Spirit Award*, a \$2,500 scholarship
- Annually fund Medway High School weight room as an after school program
- Sponsor Medway High School After Prom Party

Middle School

- Annually fund Medway Middle School weight room as an after school program
- Sponsored Medway Middle School bullying program, "Girl Chat and Step Up" (performed by Deana's Educational Theatre)
- Remodelled Middle School weight room in 2008 to become the *Alex Handy Exercise Room*
- Annually award all grades in the Medway Middle School *Free Spirit Award* scholarships

Elementary School

- Support RIF (Reading is Fundamental) in our Medway Elementary Schools

The Alexander Handy Memorial & Scholarship Foundation

project alex

www.projectalex.net

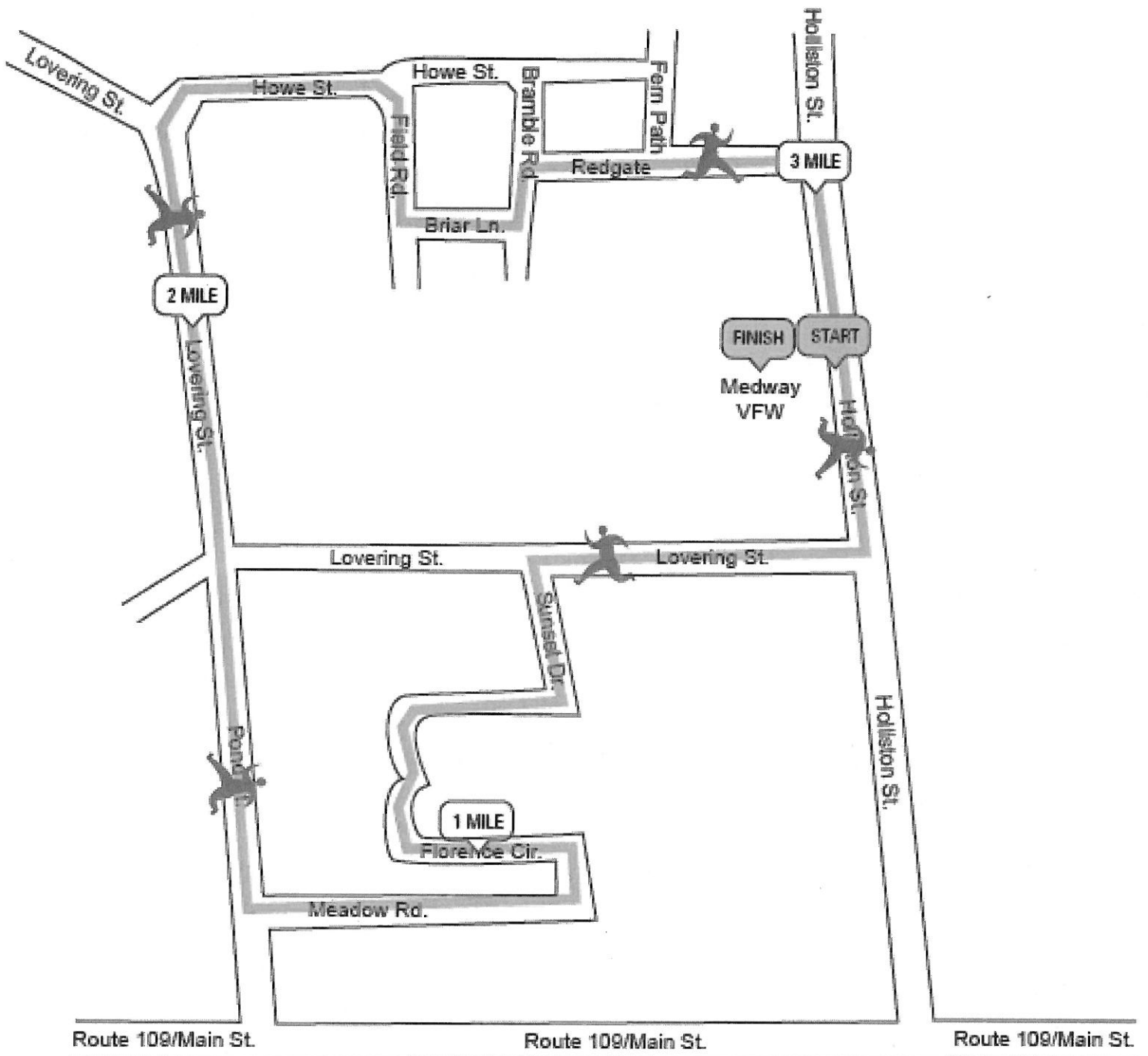
TAX ID: 20-5228394

Non-profit organization

Alexander Handy Memorial 5K Walk/Run

September 13, 2014

Medway, VFW, 123 Holliston Street, Medway, MA



The Alexander Handy Memorial & Scholarship Foundation

TAX ID: 20-5228394

project alex
www.projectalex.net

Non-profit organization



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

January 29, 2014

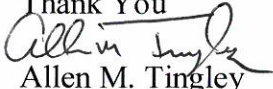
To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Alex Handy 5K Memorial Walk/Run, September 13, 2014

I have reviewed the route for the 6th annual Alex Handy Walk/Run event, scheduled for September 13, 2014. I would approve of the issuing of the permit, with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners/walkers and the movement of traffic during the event.

Thank You


Allen M. Tingley
Chief of Police

AGENDA ITEM #10

**Action Items from Previous
Meetings**

Associated 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/S. Kennedy	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	In process
5	11/25/2013	Commence Thayer Governance Structure Committee meetings	BOS	In process

AGENDA ITEM #11

Approval of Minutes

Associated materials attached.

- Draft 1/21/14 Minutes

DRAFT

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

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

Board of Selectmen's Meeting Minutes

January 21, 6:30 p.m.

Sanford Hall, 155 Village Street

Present: Chairman Glenn Trindade; Selectmen John Foresto, and Maryjane White; and Town Administrator Suzanne Kennedy.

At 6:40 p.m., Chairman Trindade called the meeting to order and led in the Pledge of Allegiance.

Chairman Trindade moved that the Board enter into Executive Session under Exemption 6 to consider the purchase, exchange, lease, or value of real property, specifically Brentwood Drainage, if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body, with the intent to return to open session immediately following the Executive Session; Chairman Trindade declared that an open meeting may have a detrimental effect on the negotiating position of the public body; Selectman Foresto second; No discussion; Roll call vote: White, aye; Foresto, aye; Trindade, aye.

The Board returned to public session at 7:00 p.m.

Public Comments: None

Authorization of Chairman to Execute License Agreement with Julian, Inc. in the Amount of \$18,000:

Director of DPS Tom Holder explained that the department needs to lease additional space to store larger vehicles and equipment. Julian, Inc., which is located at 305 Village Street, can accommodate the size of the equipment. This is a one year license agreement in the amount of \$18,000. Mr. Holder said that the Town is also renting two additional locations on Broad Street to store other vehicles and equipment because the DPS garage is not sufficient to store all of the equipment. The Town is currently spending approximately \$5,000 per month on rental space for DPS vehicles and equipment. Mr. Holder explained that it is necessary to store the vehicles and equipment inside away from the elements, particularly the newer vehicles and equipment that the Town has purchased over the last few years.

Selectman Foresto moved that the Board approve a one-year license agreement with Julian, Inc., in an amount not to exceed \$18,000; Selectman White second; No discussion; All ayes 3-0-0.

DRAFT

Net Metering Sales Credit Agreement – Efinity SPV Holdings, Inc.:

Chad Laurent of Meister Consultants Group and Joseph Fitzpatrick of Efinity SPV Holdings, Inc., joined the meeting via phone to discuss the proposed 20 year net metering sales credit agreement with Efinity SPV Holdings, Inc. Administrator Kennedy said that the Town has been working on this project for over a year and a half. This will allow the Town to buy energy at a reduced rate from a solar farm in Plympton. The agreement has been reviewed and approved by Town Counsel. Administrator Kennedy said that this project will save the Town at least \$4.4 million in energy costs over the next twenty years. The savings may be higher but are dependent upon Solar Renewable Energy Certifications (SREC) values. Mr. Laurent and Mr. Fitzpatrick provided the Board with a brief overview of the project. They said they anticipate executing the interconnectivity agreement with NStar in the near future. Selectman Foresto said he has been involved in the process and recommends that the Board move forward and execute the agreement.

Selectman Foresto moved that the Board authorize the Chairman to execute the net metering sales credit agreement with Efinity SPV Holdings, Inc., for a twenty year term, as presented; Selectman White second; No discussion; All ayes 3-0-0.

Presentation of Medway’s FY13 Financial Statements – Melanson Heath:

Frank Biron and Jennifer Reddington of Melanson Heath joined the meeting to review and discuss the Town’s FY13 financial statements. Melanson Heath is hired annually by the Town to prepare an Independent Auditors’ Report. Overall they reported that Medway is in good financial shape. Mr. Biron said the Town has experienced an amazing turnaround from five years ago. He said the Town’s reserves are better than most and the stabilization funds and free cash are really good. Mr. Biron explained that it is important to spend free cash carefully because it is not guaranteed in future years. Ms. Reddington was happy to report that the Town did not receive a formal management letter. Chairman Trindade said the Town’s financial stability is a testament to the hard work of Town Administrator Suzanne Kennedy and Town Accountant Carol Pratt.

Authorization of Chairman to Execute Contract for Zoning Bylaw Review with RKG Associates:

Administrator Kennedy explained that the purpose of this is to review and organize the Town’s current bylaws and deal with any inconsistencies. They are not expecting any bylaw changes to come out of this process. Selectman Trindade said he spoke with neighboring towns who went through this process and worked with RKG Associates and they were pleased with the results.

Selectman Foresto moved that the Board of Selectmen authorize the Chairman to execute the agreement with RKG Associates as presented; Selectman White second; No discussion; All ayes 3-0-0.

Discussion on Energy Committee Composition Requested by Energy Committee:

The Energy Committee asked the Board of Selectmen to clarify whether the three liaison positions are voting members of the committee. The Energy Committee has six members

DRAFT

1 and three liaison positions, which represent the School Committee, the Board of
2 Selectmen, and the Planning and Economic Development Board. If the total number of
3 members is nine, the Committee is having a hard time reaching quorum. The Board
4 agreed that there are six voting members and the liaisons will only vote in the event of a
5 tie.

6
7 **Selectman Foresto moved that the Board of Selectmen change the voting**
8 **composition of the Energy Committee to six appointed members. The three liaisons**
9 **positions - School Committee, Board of Selectmen, and Planning and Economic**
10 **Development Committee will only vote in the event of a tie; Selectman White**
11 **second; No discussion; All ayes 3-0-0.**

Approval – Amendment to Veterans’ District Agreement:

12
13
14 Several years ago Medway, Holliston, Hopkinton, and Ashland came together and
15 created the Metrowest Veterans’ District. This centralized department assists veterans in
16 the four towns. The Board needs to review the Veterans’ District Agreement annually.
17 This year there are two changes but neither are substantive per Administrator Kennedy.
18 Amendment A changed the term of the Director of Veterans’ Services from one year to
19 up to two. Amendment B is the FY14 district budget.

20
21 **Selectman Foresto moved that the Board of Selectmen approve the amendments to**
22 **the agreement as proposed; Selectman White second; No discussion; All ayes 3-0-0.**

Approval – March 15, 2014 Shamrock Shuffle (5K):

23
24
25 The Medway Elementary PTO is requesting approval to hold their 3rd annual Shamrock
26 Shuffle 5k.

27
28 **Selectman Foresto moved that the Board of Selectmen approve the PTO’s**
29 **Shamrock Shuffle to be held March 15, 2014 subject to the hiring of three detail**
30 **officers for the event to be paid for by the Medway Elementary PTO; Selectman**
31 **White second; No discussion; All ayes 3-0-0.**

Action Items:

32
33
34 This was deferred to the next meeting.

Approval of Warrants:

35
36
37 Warrant 14-30 1/23/2014
38 School Bills \$592,556.47
39 Town Bills \$494,240.93
40 Total \$1,086,797.40

41
42 **Selectman Foresto moved that the Board approve the warrant as read; Selectman**
43 **White second; No discussion; All ayes 3-0-0.**

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1 **Town Administrator's Report:**

- 2 • Administrator Kennedy thanked the Board for their help with the net metering
3 agreement.
4 • Administrator Kennedy also reminded residents that storm information and
5 updates will be posted on the Town website. She said a message would be sent
6 via Blackboard in the event of power outages.
7

8 **Selectmen's Reports:**

9 Foresto

- 10 • Selectman Foresto reported that they do not believe the Owner's Project Manager
11 (OPM) will complete the Thayer project on time and as a result they are issuing a
12 formal notice to the OPM, which is standard practice.
13

14 **At 7:43 p.m. Selectman Foresto moved to adjourn; Selectman White second; No**
15 **discussion; All ayes 3-0-0.**

16
17 Respectfully submitted,

18
19 Michelle Reed

AGENDA

ITEM #12

Approval of Warrants

Warrants to be provided at meeting.

AGENDA ITEM #13

Town Administrator's Report

AGENDA ITEM #14

Selectmen's Reports