

## 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

**March 17, 2014, 7:00 PM**

**Sanford Hall**

**155 Village Street**

### Agenda

7:00 PM

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

### Other Business

1. Discussion – Potential Regionalization and Shared Services with Town of Medfield – Selectman DeSorgher
2. Discussion – Proposed Amendment to Conservation Commission By-law
3. Authorization of the Chairman to Execute Contract for OPEB Valuation Services Contract – USI Consulting Group, Inc. - \$7,900
4. Approval – Non-binding Referendum Question – Minimum Purchase Age for Tobacco Products
5. Authorization of the Chairman to Execute Contract for Visiting Nursing Services – Salmon Health Care - \$14,150.00
6. Discussion – Vehicle Safety – Lovering Street
7. Review of 2014 Annual Town Meeting Warrant
8. Discussion – Capital Improvement Planning Committee Recommendations – FY15 budget
9. Appointment – Thayer Property Governance Committee – John Foresto
10. Approval – Medway Turkey Trot 5K – November 27, 2014
11. Approval – American Legion Road Race – June 28, 2014
12. Action Items from Previous Meetings
13. Approval of Warrants
14. Town Administrator's Report
15. Selectmen's Reports

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### Upcoming Meetings, Agenda and Reminders

April 7, 2014 ---- Regular Meeting

April 22, 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**

**Discussion –  
Potential Regionalization and  
Shared Services with Town of  
Medfield –  
Selectman Richard DeSorgher**

*No associated back up materials.*

# **AGENDA ITEM #2**

## **Discussion – Proposed Amendment to Conservation Commission Bylaw**

*Associated back up materials attached.*

- Memorandum dated March 7, 2014 from Interim Conservation Agent, Bridget Graziano



**TOWN OF MEDWAY**  
**Conservation Commission**  
155 Village Street  
Medway, Massachusetts 02053

*David Travalini, Chair*  
*Ken McKay*  
*Tony Biocchi*  
*Glenn Murphy*  
*Jennifer Bosselman*

## MEMORANDUM

To: Suzanne Kennedy, Town Administrator  
From: Bridget R. Graziano, Interim Conservation Agent  
  
Re: Medway Conservation Commission  
PROPOSED WARRANT ARTICLE  
General Wetlands Bylaw Article XXI  
  
Date: March 7, 2014

On February 14, 2014 the Conservation Office transmitted a memo indicating a vote taken at the February 6, 2014 meeting approving language for the proposed Warrant Article for the amendment of the Medway General Wetlands Protection Bylaw (Section XXI) by removing Section 21.5 in its entirety and replacing it with the following language.

### Section 21.5 Fees

#### (a) Application Fees

The Conservation Commission shall establish fees for applications and requests that an applicant shall pay a filing fee to the Town of Medway as specified in the rules and regulations of the Conservation Commission in accordance with the Section 21.10 of this Bylaw. This fee is in addition to that required by the MA Wetlands Protection Act, M.G.L Chapter 131, Section 40. The Commission may waive or reduce the filling fee and costs and expenses for the application or request filed by a government agency or otherwise as the Commission may determine.

After reviewing the language, I requested, through the Board of Selectmen's Office, to have the language reviewed by Town Counsel before its presentation to the Selectmen. After reviewing Town Counsel opinion, the Conservation Commission agreed on the following language for Section 21.5 of Medway General Wetlands Protection Bylaw (Section XXI).

At the February 27, 2014 public meeting of the Medway Conservation Commission the following language was presented to the Commission, who then unanimously voted to put the following language forward under proposed Warrant Article;

**Section 21.5 Fees**

**(a) Application Fees**

The Commission shall establish fees for applications, notices of intent and other requests filed with the Commission in the rules and regulations of the Conservation Commission in accordance with Section 21.10 of this Bylaw. Such fees shall be paid by the applicant at the time the application, notice of intent or request is filed. Fees established by the Commission pursuant to this By-law are in addition to any fees required by the Massachusetts Wetlands Protection Act, M.G.L. Chapter 131, Section 40. The Commission may waive or reduce the filing fee and costs and expenses for an application or request filed by a government agency or otherwise as the Commission may determine by its rules and regulations.

The Commission continues to agree the reason for the amendment is that, the Town of Medway General Wetlands Protection Bylaw (Section XXI), specifically Section 21.5, provides detailed application of filing fees and exemptions that can only be changed through a vote at Town Meeting because they are specifically listed with the Bylaw. Other Boards and Committees within the town use different, less cumbersome mechanisms to establish and adopt filing fees. It is recommended that the Town of Medway General Wetlands Protection Bylaw Section 21.5 be deleted in its entirety and replaced with the following language to allow for a change in application fees to be adopted under the Rules and Regulations of the Town of Medway promulgated under the authority of Article XXI. This language has been reviewed by Town Counsel and is recommended.

## **ARTICLE XXI**

### **General Wetlands Protection**

#### **Section 21.1 Purpose**

(a) The purpose of this By-Law is to protect the wetlands, related water resources and adjoining land areas in the Town of Medway by controlling activities deemed by the Conservation Commission likely to have a significant or cumulative effect upon resource area values, including but not limited to the following; public or private water supply, groundwater, flood control, erosion and sedimentation control, fisheries, wildlife habitat, rare species habitat, agriculture, a aquaculture and recreational values (collectively, the "resource area values protected by this By-Law"). This By-Law is intended to utilize the Home Rule authority of this municipality to protect additional resource areas, for additional values, with additional standards and procedures stricter than those of the Massachusetts Wetlands Protection Act (M. G.L. Chapter 13 1, section 40) and its regulations (3 10 CMR 10. 00).

#### **Section 21.2 Jurisdiction**

(a) Except as permitted by the Conservation Commission, or as provided in this By-Law, no person shall commence to remove, fill, dredge, build upon, degrade, discharge into, or otherwise alter the following resource areas: any freshwater wetlands, marshes, wet meadows, bogs, swamps, vernal pools, banks, reservoirs, lakes, ponds of any size, rivers, streams, creeks, land under waterbodies, lands subject to flooding or inundation by ground water or surface water, and lands within 100 feet of any of the above resource areas. Said resource areas shall be protected whether or not they border surface waters. To be afforded protection, Isolated Vegetated Wetlands (not including vernal pools) must encompass minimum surface areas of 5,000 square feet.

(b) Except as permitted by the Commission, no work shall be allowed within 25 feet of wetland resource areas identified in this By-Law (exclusive of the 100 foot buffer zone). This provision shall establish a permanent vegetative buffer between wetland resource areas and developed areas. No removal of vegetation will be permitted within this 25 foot setback except as specifically wavered by the Commission (I.E. Limited Project Wetland Crossings). In cases where the Commission allows the removal of vegetation within the 25 foot setback a comparable area within the 100 foot buffer zone shall be preserved.

### **Section 21.3 Exceptions**

(a) The application and permit (and subsequent fees) required by this By-Law shall not be required for the following projects:

(1) Maintaining, repairing, or replacing, but not substantially changing or enlarging an existing, lawfully located structure or facility used in the service of the public to provide - electric, gas, water, telephone, telegraph, or other telecommunications services, provided that written notice has been given to the Commission prior to the commencement of work, and provided that the work conforms to the performance standards in regulations lawfully adopted by the Commission.

(2) Work performed for normal maintenance or improvement of land which is lawfully in agricultural use at the time the work takes place,

(3) Emergency projects necessary for the protection of the health or safety of the public, provided that the work is to be performed by, or has been ordered by, any agency of the Commonwealth or a political subdivision thereof, provided that advance notice, oral or written, has been given to the Commission prior to commencement of work or within 24 hours after commencement, provided that the work is performed only for the time and place certified by the Commission for the limited purposes necessary to abate the emergency. Within 21 days of commencement of an emergency project, a permit application shall be filed with the Commission for review as provided in this By-Law.

### **Section 21.4 Application/Permits**

(a) Written application shall be filed with the Conservation Commission to perform activities in or on resource areas or areas protected by the By-Law. The permit application shall be identical to that required by the Massachusetts Wetlands Protection Act and its regulations except as described in this By-Law.

(1) All applications where work is proposed within 50 feet of resource areas identified in this By-Law, and requiring a Notice of Intent under the Wetlands Protection Act, shall include but not be limited to:

- (a) Detailed contour layout drawn by a registered engineer or land surveyor, backed up by field staking of
  - (i) The limit of all wetland resource areas including the 100 foot buffer zones,
  - (ii) Conservation restrictions,
  - (iii) U.S. Army Corps of Engineers demarcation lines
  - (iv) House and septic system sites,
  - (v) Property lines
  - (vi) Any restrictions, including rights-of-way, easements (and type), etc. as shown by title search,
  - (vii) Benchmark reference within 1/2 mile,
  - (viii) Limit of 100 year flood according to the most recently available Flood Insurance Rate Map,
  - (ix) Areas of proposed wetland impact, and replication if applicable,
- (b) Payment of appropriate fees as required under this By-Law.

### **Section 21.5 Fees**

#### (a) Application Fees

The Commission shall establish fees required by this By-Law to accompany applications filed with the Commission. These fees are in addition to those required by the Massachusetts Wetlands Protection Act and are payable to the Town of Medway.

The following actions requested of the Commission shall not require any fee under this By-Law:



- (1) Requests for determination of applicability.
- (2) All applications filed for work within the limits of an existing single family residence, where such application does not include work within 25 feet of wetland resource areas.
- (3) Requests for a Certificate of Compliance
- (4) Requests for an extension of a permit
- (5) Town Projects

(a) The following fees shall be required of all Notices of Intent filed with the Commission unless exempt under this By-Law.

- (1) Filing Fee - Notice of Intent \$50.00
- (2) Buffer Zone Alteration

Area of Alteration (s.f.)	Fee
0.0-1000	\$ 25.00
1001-2000	\$ 50.00
2001-3000	\$ 75.00
3001-4000	\$100.00
4001-5000	\$125.00
5001 or more	\$ 0.03 per s.f

Buffer Zone alterations for the purpose of constructing wetland replication shall be exempt from alteration fees.

- (3) Resource Area Alteration

Area of Alteration	Fee
0-100	\$ 25.00
101-200	\$ 50.00
201-300	\$ 75.00
301-400	\$100.00
401-500	\$125.00
501 or more	\$ 0.30per s.f

[All applications filed for work within the limits of an existing single family residence, where such application does not include work within 25 feet of wetland resource areas, shall be exempt from all fees required under this By-Law.]

### **Section 21.6 Permits, Determinations, and Conditions**

(a) Within 21 days of the close of a Public Hearing, the Commission shall issue or deny a permit for the work requested. If it issues a permit, the Commission shall impose conditions which it deems necessary to protect the interests which are protected by this By-Law, and all work shall be done in accordance with those conditions.

(b) If after consideration of an application, the Commission determines that the area which is subject of the application does not have significant interests protected by this By-Law, the Commission shall inform the applicant within 21 days that a permit is not required.

(c) Permits and determinations shall expire three years from the date of issuance. Any permit may be renewed one time for an additional one year period, provided that a written request for renewal is received by the Commission at least 45 days prior to the expiration of the permit.

(d) For good cause, including unexpected conditions actually encountered at the parcel which is subject of the application, and after Public Notice and Public Hearing, the Commission may review or modify a permit issued under this By-Law.

(e) In appropriate cases, the Commission shall combine the permit, determination, or other action under this By-Law with the Order of Conditions, Determination, or other action issued under the Wetlands Protection Act.

### **Section 21.7 Enforcement**

(a) The Commission shall have the authority to enforce this By-law, and permits issued pursuant to this By-law, by issuing enforcement orders and by commencing civil and criminal court actions as appropriate. Any person who violates any provision of this By-law or permits issued hereunder shall be punished by a fine of not more than \$300.00 each day, or portion thereof during which a violation continues shall constitute a separate offense, and each provision of the by-law or permit violated shall constitute a separate offense.

(b) The Commission may elect to utilize the non-criminal disposition procedure set forth in M.G.L. Chapter 40, Section 21D. Members of the Commission, duly appointed agents of the Commission, and police officers of the Town may enforce this By-law pursuant to Chapter 40 Section 21D. In the case of non-criminal disposition enforcement, the penalty shall be as follows:

First offense	\$ 50.00
Second offense	\$100.00
Third offense	\$200.00
Fourth and subsequent offenses	\$300.00

### **Section 21.8 Burden of Proof**

(a) The applicant shall have the burden of proving by a preponderance of the credible evidence, that the work proposed in the application will not harm the interests protected by this By-Law. Failure to provide adequate evidence to the Commission which would support a determination that the proposed work will not harm the interests protected by this By-Law shall be sufficient cause for the Commission either to deny a permit, or to grant a permit with conditions.

### **Section 21.9 Relation to the Wetlands Protection Act**

(a) This By-Law is adopted under the Home Rule Amendment of the Massachusetts Constitution and the Home Rule Statutes, independent of the Wetlands Protection Act, M.G.L. Chapter 13 1, section 40, and the regulations thereunder.

### **Section 21.10: Regulations**

- (a) After public notice and public hearing, the Commission may promulgate rules and regulations to effectuate the purpose of this by-law and the Wetlands Protection Act. Failure by the Commission to promulgate such rules and regulations or a legal declaration of the invalidity of such rules and regulations by a court of law shall not act to suspend or invalidate the effect of this by-law.
- (b) Public notice of any proposed rules and regulations shall be given at least three (3) weeks prior to such public hearing by publication in a newspaper of general circulation in Medway and by posting with the Town Clerk.

- (c) The Commission's Rules and Regulations may define terms contained herein, adopt procedures for the filing of permit applications and specify methods of delineating areas subject to protection under this by-law, provided that such Rules and Regulations are not inconsistent with both this by-law and the Wetlands Protection Act.

**Section 21.11 Severability**

- (a) The invalidity of any section of this by-law shall not invalidate any other section or provision thereof, nor shall it invalidate any order of condition or permit previously issued.



# **AGENDA**

## **ITEM #3**

**Authorization of Chairman to  
Execute Contract for OPEB  
Valuation Services – USI  
Consulting Group, Inc. - \$7,900**

*Associated back up materials attached.*

- Contract

Proposed Motion:

I move that the Board authorize the Chairman to execute a contract with USI Consulting Group, Inc. for OPEB valuation services in an amount not to exceed \$7,900.

CONTRACT BETWEEN THE TOWN OF MEDWAY  
and  
USI CONSULTING GROUP, INC.

This Agreement is made on this 31<sup>st</sup> day of January, 2014, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and USI Consulting Group, Inc., of 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033 (hereinafter, "Contractor") whereby the Town and Contractor contract for OPEB Valuation Services under the terms and conditions set forth herein.

**I. GOODS**

Contractor shall provide Actuarial services pursuant to the Town's specifications. 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 the Town and Contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required certificates of insurance required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

**II. COMPENSATION**

The Town agrees to pay the Contractor \$ 7,900.00 for the Actuarial services delivered pursuant to this contract. Upon delivery of the Actuarial services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said Actuarial services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

**III. TIME FOR PERFORMANCE**

All Actuarial services pursuant to this contract shall be delivered by the Contractor no later than six weeks from receipt of all necessary data and information from the Town.

**IV. INDEMNIFICATION**

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this contract. The Contractor hereby

releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

**V. INSURANCE**

(a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

(c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract 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. Any cancellation of insurance required by this contract, 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. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

**V. TERMINATION**

This contract may be terminated by the Town upon ten days advance written notice by certified mail to Contractor.



## **VI. NOTICES**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**

Town Administrator  
Town of Medway  
155 Village Street  
Medway, MA 02053

**Contractor:**

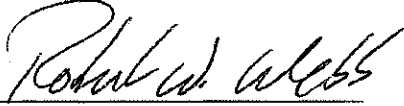
Name Robert W. Webb  
Title Vice President and Actuary  
Company USI Consulting Group, Inc.  
Address 95 Glastonbury Blvd., Suite 102  
Glastonbury, CT 06033

## **VII. GOVERNING LAW**

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**VIII. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

  
For USI Consulting Group, Inc.  
By its duly authorized representative


Town of Medway by its  
Board of Selectmen  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

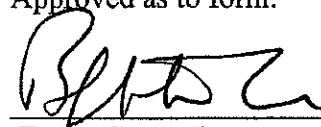
Date: 2/4/2014

Date: \_\_\_\_\_

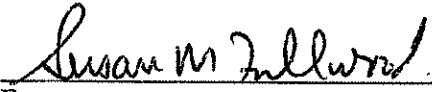
Approved as to availability of funds:


Approved as to form:

  
Town Accountant

  
Town Counsel

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **USI Consulting Group, Inc.** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
For  
By their duly authorized representative

Social Security number or Tax Identification number: 

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604 914 459-6200	<b>CONTACT NAME:</b> Kimberly Kristensen
	<b>PHONE (A/C, No, Ext):</b> 914 459-6229 <b>FAX (A/C, No):</b> 610 537-4220 <b>E-MAIL ADDRESS:</b> Kimberly.Kristensen
<b>INSURED</b> USI, Inc. 200 Summit Lake Drive Suite 350 Valhalla, NY 10595	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Insurance C      23035
	<b>INSURER B:</b> Liberty Insurance Corporation      42404
	<b>INSURER C:</b> Hartford Casualty Insurance Com      29424
	<b>INSURER D:</b> Hartford Ins Co of the Midwest      37478
	<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB6Z11260203014	01/01/2014	01/01/2015	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COM/OP AGG      \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2Z11260203024	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$5,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			TH7Z11260203044	01/01/2014	01/01/2015	EACH OCCURRENCE      \$25,000,000 AGGREGATE      \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?      Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N      N/A If yes, describe under DESCRIPTION OF OPERATIONS below			16WNMG3310 16WECDL6295	01/01/2014 01/01/2014	01/01/2015 01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The General Liability and Automobile Liability policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and Town of Westminster, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured.  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Town of Medway 155 Village Street Medway, MA 02053	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

**This Certificate of Insurance replaces the previously issued Certificate of Insurance issued on 01/02/2014 which is now null and void.**



CONSULTING GROUP

February 10, 2014

Ms. Carol Pratt  
Town Accountant  
Town of Medway  
155 Village Street  
Medway, MA. 02053

Dear Ms. Pratt:

Please be advised that Mr. Robert Webb has full authority to bind USICG to the provisions of the Proposals for Actuarial Services and any contracts awarded pursuant to them for the Town of Medway, MA.

Please contact me if you have any further questions in this regard.

Very truly yours,

A handwritten signature in cursive script, appearing to read "B. Tremko".

Bill Tremko  
President & Chief Executive Officer  
USI Consulting Group

# **AGENDA**

## **ITEM #4**

### **Approval – Non-binding Referendum Question – Minimum Purchase Age for Tobacco Products**

*Associated back up materials attached.*

- Email from Town Counsel dated February 24, 2014
- Proposed Annual Town Meeting Warrant Article

Proposed Motions:

- 1) I move that the Board vote to place the proposed warrant article, as presented, on the May 2014 Annual Town Meeting Warrant - "To see if the Town will vote to place the following non-binding referendum question on the ballot for the next annual town election which is held at least 35 days after this town meeting: 'Should the Board of Health vote to approve a new regulation that would change the minimum purchase age of tobacco products from age 18 to age 21?', or to act in any manner relating thereto."

2) I move that the Board vote to place the following non-binding referendum question on the ballot for the next annual town election scheduled for May 20, 2014: "Should the Board of Health vote to approve a new regulation that would change the minimum purchase age of tobacco products from age 18 to age 21?"

## Suzanne Kennedy

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**From:** Barbara Saint Andre <bsaintandre@petrinilaw.com>  
**Sent:** Monday, February 24, 2014 10:20 AM  
**To:** Allison Potter  
**Cc:** Suzanne Kennedy  
**Subject:** RE: Bd of Health Ballot Question on ATM Warrant

CONFIDENTIAL NOT A PUBLIC RECORD  
ATTORNEY CLIENT PRIVILEGE/NOT FOR PUBLIC RELEASE

Allison, there are three methods of placing a nonbinding referendum on the annual town election ballot. One is for the Board of Selectmen to vote to place the question on the ballot, the second is for the town meeting to vote to place the question on the ballot, and the third is a petition procedure.

Barbara J. Saint André  
Petrini & Associates, P.C.  
372 Union Avenue  
Framingham, MA 01702  
Tel. (508) 665-4310  
Fax (508) 665-4313  
[bsaintandre@petrinilaw.com](mailto:bsaintandre@petrinilaw.com)

<http://www.petrinilaw.com/>

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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.



## **Proposed Annual Town Meeting Warrant Article Board of Health Ballot Question**

(Ballot Question: Minimum Age to Purchase Tobacco)

To see if the Town will vote to place the following non-binding referendum question on the ballot for the next annual town election which is held at least 35 days after this town meeting:  
“Should the Board of Health vote to approve a new regulation that would change the minimum purchase age of tobacco products from age 18 to age 21?”, or to act in any manner related thereto.

# **AGENDA**

## **ITEM #5**

**Authorization of the Chairman  
to Execute Contract for Visiting  
Nursing Services –  
Salmon Home Care LLC–  
\$14,150**

*Associated back up materials attached.*

- Contract between the Town of Medway and Salmon Home Care LLC

Proposed Motion:

I move that the Board authorize the Chairman to execute a contract with Salmon Home Care LLC to provide public health nursing services to the Town in an amount not to exceed \$14,150.

CONTRACT BETWEEN THE TOWN OF MEDWAY  
and  
Salmon Home Care, LLC

This Agreement is made on this 24<sup>th</sup> day of June, 2013, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Salmon Home Care, LLC (hereinafter, "Contractor") whereby the Town and Contractor contract for services under the terms and conditions set forth herein.

**I. GOODS**

Contractor shall provide services pursuant to the Town's specifications. See Attachment A for identification of services to be provided. 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 the Town and Contractor
- 2) Contractor's bid or proposal Attachment A
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required certificates of insurance required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

**II. COMPENSATION**

The Town agrees to pay the Contractor \$14,150.00 for the services delivered pursuant to this contract. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice monthly to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

**III. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be delivered by the Contractor no later than June 30<sup>th</sup>, 2014.

**IV. INDEMNIFICATION**

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the

releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

**V. INSURANCE**

(a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

(c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract 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. Any cancellation of insurance required by this contract, 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. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

**V. TERMINATION**

This contract may be terminated by the Town upon ten days advance written notice by certified mail to Contractor.

**VI. NOTICES**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**  
Town Administrator  
Town of Medway  
155 Village Street  
Medway, MA 02053

**Contractor: Salmon Home Care, LLC**

**Contractor: Salmon Home Care, LLC**

Title V.P. Finance and CFO

Company Salmon Home Care, LLC


Address 37 Birch Street Milford MA 01757

**VII. GOVERNING LAW**

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**VIII. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.



\_\_\_\_\_  
Michele McGovern, Director  
For Salmon Home Care, LLC  
By their duly authorized representative

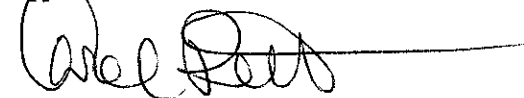
\_\_\_\_\_  
For the Town of Medway

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

Date: 3/14/14

Date: \_\_\_\_\_

Approved as to availability of funds:




\_\_\_\_\_  
Town Accountant  
01510002 5300

Approved as to form:



\_\_\_\_\_  
Town Counsel

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **Salmon Home Care, LLC** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
\_\_\_\_\_

For  
By their duly authorized representative

Social Security number or Tax Identification number:



*General Contract for Goods-Services*

**AGREEMENT BETWEEN THE TOWN OF MEDWAY  
and  
SALMON HOME CARE, LLC**

**Attachment A  
Scope of Services**

**Fiscal Year: 2014**

The Contractor is to provide public health nursing duties to the Town as specified by the Agreement and this Scope of Services. Additional activities or duties must be discussed and agreed upon by both parties and will be subject to additional cost(s).

**Mutual Responsibilities:**

A liaison person shall be designated by the Town and by the Contractor to meet as necessary to review the program, discuss the services provided, and to be available as needed to consider both specific and general problems which may arise.

**Town Representative:** Stephanie Bacon, Health Agent **Contractor Representative:** Michele McGovern

**Responsibilities of the Contractor:**

**A. Communicable Disease Investigations:**

1. The Contractor shall be responsible for all required communicable disease follow-up investigations, including the completion and submission of the investigation reports to the Massachusetts Department of Public Health (DPH), counseling and education, testing, and screening for communicable diseases as identified by the DPH. All communicable diseases will be reported via DPH's MAVEN system.
2. The agreement with the VNA includes unrestricted telephone access to knowledgeable public health nurses 365 days per year for information and guidance concerning public health issues at no additional charge. The agreement provides a resource to Town residents and businesses to answer questions regarding communicable diseases and prevention
3. Immunization, other than at the annual, seasonal influenza clinics, will be limited to individuals exposed to applicable communicable diseases, such as Hepatitis A, in instances when the vaccine is made available from DPH. All other requests for preventative immunization and/or TB screening for departments of the Town will be considered on a private pay basis.
4. In the event of the need for a significant number of home visits in order to conduct direct observed therapy (DOT) for confirmed, active tuberculosis cases or children under five on prophylaxis, consideration for an amendment may be requested.

**B. Clinic Program:**

The Contractor shall provide a health promotion clinic program to the Town, which includes the following:

1. **Health Screening/Health Education Clinics:** Vital sign and health education clinics will be held five times per year at times and at location(s) established in conjunction with the Town, e.g., Senior Centers. The objective of this program is to provide health screening, preventive health education and health awareness, as well as information on local health resources.
2. **Annual Seasonal Influenza Clinics:** One seasonal immunization clinic will be held for persons who are identified by the Massachusetts' DPH as eligible for receipt of State provided vaccine. Vaccine availability and supply will be determined by the number of doses provided by DPH. Medical supplies, including disposal of the hazardous waste, will be provided and handled by the Contractor and is included in the cost of the Agreement.
3. **Maternal-Child Health Services:**
  1. Accepting referrals for any child abuse or neglect concerns, visiting family and following through as necessary with mandated reporting, counseling, education and support.
  2. Assisting pregnant women to secure early and continuous medical and dental care.
  3. Visiting the homes of premature babies to assist parents with instruction in the care of infant.
  4. Visiting the homes of other new babies where there is a need for health promotion education.
  5. Encouraging medical supervision and early immunization by the family physician. Working cooperatively with other community agencies and making referrals to them as indicated.
- C. **General**

Patient health care records shall be maintained at the Contractor. All necessary reports shall be completed by the designated Contractor personnel via MAVEN. Immunization records will be stored offsite for the required number of years.

**Responsibilities of the Board of Health:**

- A. The Board of Health will make available a representative for the purpose of consultation and/or home visitation, should environmental conditions warrant such action.
- B. Consideration of additional reimbursement to the Contractor should a significant number of home visits in order to conduct direct observed therapy (DOT) occur.





*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A handwritten signature in black ink, appearing to be "M. J. [unclear]".

\_\_\_\_\_  
Signature of individual submitting bid or proposal

Salmon Home Care, LLC

\_\_\_\_\_  
Name of Business (please type or print)

**Certificate of Authority**

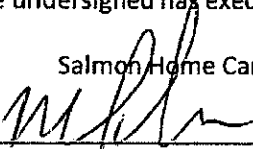
The undersigned, **Matthew Salmon**, hereby certifies that he is the duly elected Secretary of Salmon Home Care, LLC (the "Company"), and further certifies on behalf of the Company that **Michele McGovern, Director**, is authorized to execute any standard contract, any and all related documents, certificates and instruments, and to take any and all such actions as she deems necessary or desirable to carry out the purposes and intent of the Company and behalf of the Company.

As of the date hereof, such authorization remains in full effect and has not been modified or revoked.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of 08/12/2013.

Salmon Home Care, LLC

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

  
Matthew Salmon,  
Chief Operating Officer

**CERTIFICATE OF COMPLIANCE WITH**  
**MASSACHUSETTS TAX LAWS**

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

**Individual**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (please print or type) Social Security Number

**Corporate**

SALMAN Home Care LLC  
\_\_\_\_\_  
Corporate Name (please print or type)

[Signature] 5/12/13  
\_\_\_\_\_  
Signature of Corporate Officer Date

Matthew Salmon COO  
\_\_\_\_\_  
Name of Corporate Officer (please print or type) Title

[Redacted]  
\_\_\_\_\_  
Taxpayer Identification Number

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sallop Insurance Agency, Inc. 25 New Chardon Street Boston MA 02114-4721		<b>CONTACT NAME:</b> Tamara Piasecki <b>PHONE (A/C No. Ext):</b> (617) 488-6600 <b>FAX (A/C No.):</b> (617) 488-6601 <b>E-MAIL ADDRESS:</b> tpiasecki@sallop.com	
<b>INSURED</b> Salmon Home Care, LLC, DBA: Milford VNA 37 Birch St, Milford, MA 01757 c/o 5 Lyman St, Westborough MA 01581		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Co. <b>INSURER B:</b> Atlantic Charter Insurance Co. <b>INSURER C:</b> Ironshore Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1373103633      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1054277 \$1,000,000/\$3,000,000	7/31/2013	7/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK1054277	7/31/2013	7/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
Non-owned							\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB429575	7/31/2013	7/31/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA00548300	2/1/2013	2/1/2014	WC STATUTORY LIMITS OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							E.L. EACH ACCIDENT \$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Secondary Excess Liab			000794604	11/1/2013	11/1/2014	\$3,000,000 per occurrence excess over lead umbrella \$3,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Town of Medway  
as Additional Insured  
155 Village Street  
Medway, MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Piasecki/TPIASE

*Tamara Piasecki*

# **AGENDA**

## **ITEM #6**

### **Discussion – Vehicle Safety – Lovering Street**

*Associated back up materials attached.*

- Memorandum for Police Chief Tingley and Safety Officer Watson dated March 10, 2014.



# 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

March 10, 2014

To: Suzanne Kennedy

From: Allen M. Tingley, Safety Officer Sgt. Jeff Watson

Re: The intersection of Holliston Street, Lovering Street and Coffee Street.

The following are some safety recommendations for the intersection of Holliston St. at Lovering and Coffee. The Federal Highway Administration (FHWA) has put out recommendations for low-cost safety improvements that can improve traffic safety at stop sign-controlled intersections such as this. The recommendations should be used if there is a total of three major accidents a year for three years.

#### Recommendations:

1. Install Stop sign ahead signs.
2. Relocate the stop sign closer to the Road
3. Install over- sized stop sign
4. Install Stop signs on both sides of the road
5. Paint Oversized Illuminating stop lines on Road
6. Paint Illuminating STOP AHEAD on roadway

A few of our recommendations would be to install over-sized Stop signs that lights up, at the intersection of Lovering Street and Holliston Street and at the intersection of Coffee Street and Holliston Street. We would also suggest lit stop sign a-head signs placed on Coffee Street, approximately 150 feet prior to the stop sign. This is a bit more costly but offers much better visibility. We currently have 30 inch stop signs posted at the two intersection locations.

We would also recommend the painting of oversized illuminating stop line in the area of the stop sign along with painting illuminating Stop A-Head wording on the roadway prior to the stop sign and intersection.

We would also recommend additional street lighting on the telephone poles three telephone poles in the area of the intersection to light up the dark intersection. The three poles are located on Coffee Street, Lovering Street and Holliston Street in fairly close proximity to the intersection.

I will also forward a copy of this e-mail to DPS Director Tom Holder to see if I can get a rough idea from him on the estimated cost to implement the recommended changes to the intersection.

# **AGENDA**

## **ITEM #7**

### **Review and Approval – 2014 Annual Town Meeting Warrant**

*Associated back up materials attached:*

- Proposed 2014 Special Town Meeting Warrant  
Proposed 2014 Annual Town Meeting



**TOWN OF MEDWAY  
WARRANT FOR MAY 12, 2014  
SPECIAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street, on Monday, May 12, 2014** at 7:00 PM, then and there to act on the following articles:

**ARTICLE 1:** (Appropriation: Snow and Ice Deficit)

To see if the Town will vote to appropriate the sum of **\$250,000** from Fiscal Year 2013 Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2014 appropriation deficit; or act in any manner relating thereto.

**DEPARTMENT OF PUBLIC SERVICES**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 2:** (Appropriation: OPEB Trust Account)

To see if the Town will transfer the sum of **\$50,000** from Fiscal Year 2013 Certified Free Cash to the Other Post-Employment Benefits (OPEB) trust account, or act in any manner relating thereto.

**FINANCE DIRECTOR/TREASURER**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Transfers to Street Acceptance Account)

To see if the Town will transfer the sum of the unexpended balance of the Fiscal Year 2014 Planning Board Consulting Services account in the amount of **\$21,000** and the balance remaining in the appropriation for the Claybrook II subdivision street acceptance as authorized by Article 5 of the January 17, 2012 Special Town Meeting in the amount of **\$2,751** to a special Street Acceptance account, or act in any manner relating thereto.

**PLANNING ADMINISTRATOR**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Budget Transfer: Economic Development)

To see if the Town will vote to transfer the sum of \$XX from the Fiscal Year 2014 Economic Development budget to fund the Economic Development program, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Budget Transfer: Consulting Services-Permitting)

To see if the Town will vote to transfer the sum of \$5,000 from the Fiscal Year 2014 Health Department's Professional Technical Services account to fund consulting services for electronic permitting and mapping, or to act in any manner relating thereto.

**HEALTH DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Budget Transfer to Thayer Homestead Revolving Account)

To see if the Town will vote to authorize a revolving account for Thayer Homestead funds pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws, and to transfer the Fiscal Year 2014 Thayer budget balance of \$19,400 to said revolving account, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:** (Budget Transfer: Legal Services)

To see if the Town will vote to transfer a sum of money from the Fiscal Year 2014 Legal Expense Account to fund legal services associated with appellate tax court cases, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:** (Budget Transfer: Redevelopment Authority)

To see if the Town will vote to transfer a sum of money from the Fiscal Year 2014 Legal Expense Account to fund expenses associated with the Redevelopment Authority established by vote of the May 13, 2013 Annual Town Meeting, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:** (Repurpose Monetary Articles: Cassidy Field Bathroom)

To see if the Town will vote to transfer the sum \$9,786.82, the unexpended balance of funds authorized by vote for the Cassidy Field Sewer Design under Article 8 of the May 2013 Annual Town Meeting, and the sum of \$20,485, an unexpended balance of funds authorized by vote for the Cassidy Field Sewer Line under Article 35 of the May 2013 Annual Town Meeting, for a modular bathroom at Cassidy Field, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (Repurpose Monetary Article: Senior Center Sidewalks)

To see if the Town will vote to transfer the sum of \$5,870.52 of the unexpended balance of the Open Space use study authorized by vote under Article 3 of the May 2012 Annual Town Meeting, for sidewalks at the Senior Center, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:** (Repurpose Monetary Article: Fire Dept. Training)

To see if the Town will vote to transfer \$20,305, the unexpended balance of an appropriation authorized by vote of the Town for a Fire Department training program under Article 2 of the May 13, 2013 Annual Town Meeting, for the purpose of funding Fire Department training program; said appropriation to be expended by June 30, 2015, with unexpended funds as of June 30, 2015 being returned to the General Fund, or to take any other action relative thereto.

**FIRE DEPARTMENT**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 12:** (Prior Year Bills)

To see if the Town will vote to transfer from the Town Administrator's In-State Travel Account the sum of \$210 for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

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

Given under our hands in Medway, this 1<sup>st</sup> day of April 2014.

**A TRUE COPY:**

**SELECTMEN OF THE TOWN OF MEDWAY**

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

\_\_\_\_\_  
Dennis Crowley, Vice Chairman

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

\_\_\_\_\_  
John Foresto, Member

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

**ATTEST:** \_\_\_\_\_  
Paul Trufant, Constable

Article #	Description	Page#
1	ESCO Stabilization Reserve Transfer: FY15 Operating Budget	
2	Appropriation: FY15 Operating Budget	
3	Appropriation: FY15 Water Enterprise Fund	
4	Appropriation: FY15 Sewer Enterprise Fund	
5	Appropriation: FY15 Solid Waste Enterprise Fund	
6	Appropriation: FY15 Ambulance Enterprise Fund	
7	Free Cash Appropriation: Capital Items	
8	Free Cash Appropriation: Capital Improvement Stabilization Fund	
9	Capital Project: Construct Athletic Fields – CPC Funds	
10	Capital Project: Construct Athletic Fields/Turf – General Funds	
11	Appropriation - Water Enterprise	
12	Appropriation - Sewer Enterprise	
13	Repurpose Capital Funds: Middle School Improvements	
14	Repurpose Monetary Articles: DPS Facility Feasibility Study	
15	Repurpose Monetary Article: Town Hall Renovation	
16	Repurpose Monetary Article: Fire Apparatus	
17	Appropriation: Zoning Bylaw Review and Revision	
18	Appropriation: Council on Aging - GATRA Revolving Account	
19	Revolving Accounts: Annual Authorization	
20	Appropriation: Community Preservation Committee	
21	Rescind Unissued Balance Art. 14 of 2009 Annual Town Mtg.	
22	Rescind Unissued Balance Art. 19 of 1996 Special Town Mtg.	
23	Rescind Unissued Balance Art. 11 of 2007 Fall Town Mtg.	
24	Eminent Domain: Rt 109 Reconstruction Project	
25	Amend Wetlands Bylaw (Fees)	
26	Amend Dog Bylaw (License Duration)	
27	Amend Zoning Bylaw: Commercial District I	
28	Amend Zoning Bylaw: Registered Marijuana Dispensary	

**TOWN OF MEDWAY**  
**WARRANT FOR MAY 12, 2014**  
**ANNUAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 12, 2014** at 7:30 PM, then and there to act on the following articles:

**ARTICLE 1:** (ESCO Stabilization Reserve Transfer: FY15 Operating Budget)  
To see if the Town will vote to transfer the sum of \$48,846 from the ESCO Stabilization Fund to the Fiscal Year 2014 Debt Service expense account for the purpose of funding ESCO related debt service, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 2:** (Appropriation: FY15 Operating Budget)  
To see if the Town will vote to fix the salary and compensation of all elected officers of the Town, provide for a Reserve Fund, and determine what sums of money the Town will raise and appropriate, including appropriation from available funds, to defray charges and expenses of the Town including debt and interest, for the Fiscal Year ending June 30, 2015, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Appropriation: FY15 Water Enterprise Fund)  
To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$X for the maintenance of the Water Department Enterprise fund as follows, or to act in any manner relating thereto:

Direct Costs

	Amount
Salaries	\$
Expenses	\$
Short Term Debt – Interest	\$
Long Term Debt – Principal	\$
Long Term Debt – Interest	\$
<b>Direct Costs Total</b>	<b>\$</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$X for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$</b>
-----------------------------	-----------

<b>Total</b>	<b>\$</b>
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$
	\$

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Appropriation: FY15 Sewer Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$X for the maintenance of the Sewer Department Enterprise fund as follows, or to act in any manner relating thereto:

Direct Costs

	Amount
Salaries	\$
Expenses	\$
Short Term Debt - Interest	\$
Long Term Debt – Principal	\$
Long Term Debt – Interest	\$
<b>Direct Costs Total</b>	<b>\$</b>

Indirect Costs



And further to raise and appropriate or transfer from available funds the sum of \$X for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$
-----------------------------	----

<b>Total</b>	\$
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$
<b>Total</b>	\$

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Appropriation: FY15 Solid Waste Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of \$X to operate the Solid Waste/Recycling Department Enterprise Fund as follows, or to act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$
Expenses	\$
<b>Direct Costs Total</b>	\$

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$X for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$
-----------------------------	----

<b>Total</b>	\$
--------------	----

And further that the above listed appropriations be funded as follows:

Trash Recycling Fees/Bag Revenues	\$
<b>Total</b>	\$

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Appropriation: FY15 Ambulance Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$X to operate the Ambulance Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$
Expenses	\$
Long Term Debt – Interest	\$
Long Term Debt – Principal	\$
<b>Direct Costs Total</b>	<b>\$</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$X for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$</b>
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<b>Total</b>	<b>\$</b>
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And further that the above listed appropriations be funded as follows:

General Fund Appropriation	\$
Ambulance Retained Earnings	\$
Insurance and Fees for Service	\$
<b>Total</b>	<b>\$</b>

**FIRE DEPARTMENT**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:** (Free Cash Appropriation: Capital Items)

To see if the Town will vote to appropriate the sum of \$1,406,000 for Fiscal Year 2015 from Certified Free Cash for the purpose of funding the following capital items, including associated engineering, personnel, maintenance and legal service costs; said appropriations to be expended by June 30, 2015, with unexpended funds as of June 30, 2015 being returned to the General Fund, or act in any manner relating thereto:

<b>Project</b>	<b>Department</b>	<b>Cost</b>
VARIOUS ROAD/SIDEWALK IMPROVEMENTS	DPS	\$ 650,000
JAWS OF LIFE	FIRE	50,000
UPGRADE POLICE SERVER SOFTWARE	POLICE	13,500
REPLACEMENT DESKTOPS AND LAPTOPS	IS	110,000
REFURBISH FIRE TRUCK - BRUSH 2	FIRE	18,000
LIBRARY DEHUMIDIFIER	LIBRARY	12,400
ENGINEERING STUDY FOR MCGOVERN LOBBY REDESIGN	SCHOOLS	10,000
REPLACE TOWN SEDANS	TOWN	34,000
MEMORIAL SIDEWALK REPAIR (COURTYARD & TRAFFIC LOOP)	SCHOOLS	12,000
REPLACE FIRE ALARM PANEL	LIBRARY	6,100
SUPERVISOR PICK-UP TRUCK	DPS	38,000
TOWN WIDE ENERGY IMPROVEMENTS	TOWN	50,000
BASEBALL INFIELD GROOMER	PARKS	19,000
ENGINEERING STUDY FOR SHAW STREET BRIDGE REPAIR	DPS	40,000
REFURBISH CHOATE PARK TENNIS COURTS & MAINTENANCE REPAIRS TO CHOATE PARK BUILDING	PARKS	62,000
SCHOOL-WIDE TECHNOLOGY ENHANCEMENTS	SCHOOLS	183,000
CASSIDY FIELD BATHROOM PROJECT	PARKS	20,000
TOWN-WIDE FACILITY IMPROVEMENTS	TOWN	50,000
FIRE DEPARTMENT BREATHING AIR COMPRESSOR	FIRE	10,000
PALM PRINT SCANNER	POLICE	18,000
<b>Free Cash Total</b>		<b>\$1,406,000</b>

**CAPITAL IMPROVEMENT  
PLANNING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:** (Free Cash Appropriation: Capital Improvement Stabilization Fund)  
To see if the Town will vote to appropriate the sum of \$X from Fiscal Year 2013 Certified Free Cash to the Capital Improvement Stabilization Fund or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:** (Capital Project: Construct Athletic Fields – CPC Funds)

To see if the Town will vote to raise and appropriate, borrow, or transfer from Community Preservation Funds the sum of \$X for the purpose of funding the construction of athletic fields at Medway High School and on town land adjacent to Medway High School, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (Capital Project: Construct Athletic Fields/Turf – General Funds)

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a sum of money for the purpose of funding the purchase of synthetic turf for athletic fields at Medway High School, including turf and structural improvements at Hanlon Field, and on town land adjacent to Medway High School, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:** (Appropriation - Water Enterprise)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$15,411 for Fiscal Year 2015 for the purpose of funding the purchase of a gate valve vacuum box, including associated engineering, personnel, maintenance, and legal services costs, or act in any manner relating thereto.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 12:** (Appropriation: Sewer Enterprise)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$240,000 for Fiscal Year 2015 from the Sewer Enterprise Fund for the purpose of funding sewer collection improvements, including associated engineering, personnel, maintenance, and legal services costs, or act in any manner relating thereto.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 13:** (Repurpose Capital Funds: Middle School Improvements)

To see if the Town will vote to re-allocate funds originally authorized to be borrowed under Article 8 of the Warrant of the Fall Town Meeting held on at the November 15, 2010 to pay costs of making various repairs to the Middle School, which funds are no longer needed to pay costs of the project for which they were initially borrowed, to apply such funds, in the amount of \$625,899.40 to pay costs of making various site improvements to the Middle School property, including re-paving, drainage improvements, exterior lighting improvements and other associated work, or to act in any manner related thereto.

**SCHOOL BUILDING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 14:** (Repurpose Monetary Articles: DPS Facility Study)

To see if the Town will vote to transfer the sum of \$29,335.28, the remaining balance of an appropriation authorized by vote for excavator equipment under Article 3 of the May 2012 Annual Town Meeting, and the sum of \$8,781.28, the remaining balance of an appropriation authorized by vote for a wing mower under Article 8 of the May 2013 Annual Town Meeting, for the purpose of providing engineering support to the Department of Public Services and the appointed advisory committee to advance the DPS facility feasibility study.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 15:** (Repurpose Monetary Article: Town Hall Renovation)

To see if the Town will vote to appropriate \$12,174, the unexpended balance of an appropriation authorized by vote of the Town for a legal judgment under Article 8 of the February 24, 2009 Special Town Meeting, for the purpose of funding the renovation of a portion of the first floor of Town Hall; said appropriation to be expended by June 30, 2015, with unexpended funds as of June 30, 2015 being returned to the General Fund, or to take any other action relative thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 16:** (Repurpose Monetary Article: Fire Apparatus)

To see if the Town will vote to appropriate \$31,974.04, the unexpended balance of the amount authorized by vote of the Town for casino impact research under Article #8 of the May 13, 2013 Special Town Meeting, for the purpose of funding a self-contained breathing apparatus compressor;

said appropriation to be expended by June 30, 2015, with unexpended funds as of June 30, 2015 being returned to the General Fund, or to take any other action relative thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 17:** (Appropriation: Zoning Bylaw Review and Revision)  
 To see if the Town will vote to raise and appropriate the sum of \$20,250 for a review and revision of the Town's Zoning Bylaws, or to take any other action relative thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 18:** (Appropriation: GATRA Revolving Fund)  
 To see if the Town will vote to raise and appropriate the sum of \$4,000 to support the Council on Aging GATRA revolving account, or to take any other action relative thereto.

**COUNCIL ON AGING**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 19:** (Revolving Accounts: Annual Authorization)  
 To see if the Town will vote to authorize the following revolving funds pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws for Fiscal Year 2015 as follows:

<b>FUND</b>	<b>REVENUE SOURCE</b>	<b>AUTHORITY TO SPEND</b>	<b>USE OF FUND</b>	<b>SPENDING LIMIT</b>
Parks and Recreation	Permit Fees	Board of Parks Commissioners	Self-supporting recreation and parks services	\$100,000
Council on Aging	Donations/fees paid by riders and GATRA reimbursement	Council on Aging	Pay for dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$96,000
Library Printer/Copier/Fax	Public printer use and copier and fax machine revenues	Board of Library Trustees	Printer, copier and fax machine expenses.	\$1,000

Library Meeting Room	Meeting room use fees	Board of Library Trustees	Meeting room maintenance, repairs and upgrades	\$1,000
Thayer Homestead	Facility use fees		Partial self-support of property	\$50,000

**BOARD OF SELECTMEN  
(For the Various Departments Indicated)**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 20:** (Appropriation: Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2015 Community Preservation budget and to appropriate, or reserve for later appropriations, monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the transfer to the general fund for the payment of debt service, the undertaking of community preservation projects and all other necessary and proper expenses for the Fiscal Year 2015, or act in any manner relating thereto.

Appropriation

	Amount
Salaries	\$
Expenses	
Historical Commission	
Community Housing	
Long Term Debt – Interest	
Long Term Debt – Principal	
<b>Direct Costs Total</b>	\$

Reserves

	10% of Estimated Fund Revenues
Open Space	\$
Community Housing	\$
Historical Preservation	\$

**COMMUNITY PRESERVATION COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 21:** (Rescind Unissued Balance Art. 14 of 2009 Annual Town Mtg.)

To see if the Town will vote to rescind \$60,000 unissued balance of the \$1,300,000 authorized by vote of the Town under Article 14 of the June 15, 2009 Town Meeting to pay costs for water meter installation or New Water Meters project, which amount is no longer needed to pay costs of completing the project for which it was approved, or to take any other action relative thereto.

**TREASURER**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 22:** (Rescind Unissued Balance Art. 19 of 1996 Special Town Mtg.)

To see if the Town will vote to rescind the \$40,000 unissued balance of the \$50,000 authorized by vote of the Town under Article 19 of the December 2, 1996 Town Meeting to pay costs for Sewer Master Plan, which amount is no longer needed to pay costs of completing the project for which it was approved, or to take any other action relative thereto.

**TREASURER**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 23:** (Rescind Unissued Balance Art. 11 of 2007 Fall Town Mtg.)

To see if the Town will vote to rescind \$1,550,000 unissued balance of the \$3,844,884 authorized by vote of the Town under Article 10 of the November 19, 2007 and under Article 11 of the November 10, 2008 Town Meetings to pay costs for new well installation projects, which amount is no longer needed to pay costs of completing the project for which it was approved, or to take any other action relative thereto.

**TREASURER**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 24:** (Eminent Domain: Rt 109 Reconstruction Project)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, or take by eminent domain pursuant to General Laws, Chapter 40, §14, and Chapter 79, and any other lawful authority, the fee or other interest in real property necessary for the Route 109 Reconstruction Project located in the area bounded by and adjacent to Main Street from Holliston Street to Highland Street; on such terms and conditions as the Board of Selectmen shall determine to be appropriate, and further to authorize the Board of Selectmen and town officers to take all actions to carry out the purposes of this article, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**



**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 25:** (Amend Wetlands Bylaw: Fees)

To see if the Town will vote to amend the general bylaws Article the Town of Medway General Wetlands Protection Bylaw Section 21.5 be deleted in its entirety and replaced with the following language to allow for a change in application fees to be adopted under the Rules and Regulations of the Town of Medway Conservation Commission promulgated under the authority of Article XXI.

Section 21.5 Fees

(a) Application Fees

The Commission shall establish fees for applications, notices of intent and other requests filed with the Commission in the rules and regulations of the Conservation Commission in accordance with Section 21.10 of this Bylaw. Such fees shall be paid by the applicant at the time the application, notice of intent or request is filed. Fees established by the Commission pursuant to this By-law are in addition to any fees required by the Massachusetts Wetlands Protection Act, M.G.L. Chapter 131, Section 40. The Commission may waive or reduce the filing fee and costs and expenses for an application or request filed by a government agency or otherwise as the Commission may determine by its rules and regulations.

Or take any other action relative thereto.

**CONSERVATION COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 26:** (Amend Dog Bylaw)

To see if the Town will vote to amend Section 12.16 (4) of the General By-laws to read as follows (new wording is underlined and wording that is being deleted is stricken through):

**Section 12.16**

(4) The license period for dog licenses shall begin January 1 of each year until December 31 of the ~~following~~ same year.

Or take any action relative thereto.

**ANIMAL CONTROL OFFICER**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 27:** (Amend Zoning Bylaw: Commercial District I)

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

**G. COMMERCIAL DISTRICT I**

1. Purpose: To encourage the development and redevelopment of the district in a manner that represents the qualities, features and functions of a traditional New England town center. To enable mixed uses and provide an environment that is conducive to pedestrian access and use by following the *Medway Design Review Guidelines* to meet the goals and objectives of the Medway Master Plan.
2. Buildings, structures and premises may be used for any of the following purposes and uses customarily accessory thereto but no others, subject to the regulations and conditions enumerated herein:
  - a) Municipal use
  - b) Retail Sales
  - c) Offices for business or professional use
  - d) Salesroom for motor vehicles, trailers, boats, farm implements or machinery with repair services and storage permitted but not including auto body, welding or soldering shops
  - e) Undertaking establishment or funeral home
  - f) Restaurant or other establishment providing food and beverage within a building. Outdoor dining may be permitted by the Building Inspector upon a determination that the location of the seating does not represent a safety hazard
  - g) Bank or other financial institution
  - h) Personal care services such as but not limited to barber shops, beauty parlors, and nail salons
  - i) Services such as but not limited to health care and other miscellaneous business and social/human services
  - j) Repair shops for small electronic equipment, appliances and tools
  - k) Schools
  - l) Any of the following uses if authorized by special permit:
    - 1) Live entertainment within a building.
    - 2) Motel or hotel
    - 3) Commercial indoor amusement or recreation place or place of assembly
    - 4) Vehicle Fuel Station
    - 5) Automotive car wash

- 6) Shopping center.
  - 7) Drive-thru facility
  - 8) Kennel
  - 9) Vehicle Repair
  - 10) Assisted living residence facility as defined by M.G.L, chapter 19D.
  - 11) Mixed Use Development – A combination of multi-family dwelling units with any of the by right and/or special permit uses specified herein.
3. Coordination of special permit and site plan - In order to facilitate a streamlined permitting process, when the scope of the development project necessitates major or minor site plan review pursuant to SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval of the Medway Zoning Bylaw, the special permit granting authority shall be the Planning and Economic Development Board so that the special permit and site plan reviews can be consolidated and conducted concurrently. Otherwise, the special permit granting authority shall be the Zoning Board of Appeals.
4. By-right uses shall comply with the following dimensional regulations:
- a) Minimum lot size: 20,000 sq. ft.
  - b) Maximum lot coverage, including accessory buildings: 30%
  - c) Minimum continuous frontage: 100 ft.
  - d) Minimum front-yard setback: 50 ft. of which the first 10 ft. nearest the street line shall not be used for the parking or storage of vehicles and shall be suitably landscaped
  - e) Minimum side-yard and rear-yard setback: 25 ft. of which the first 10 ft. nearest each lot line, if the adjacent use is residential in whole or in part, shall not be used for the parking or storage of vehicles and shall be suitably landscaped
  - f) Maximum building height: 40 ft.
5. Special Permit Regulations – The following provisions shall apply to Special Permit Uses and are also available to applicants for “By Right” uses who wish to seek a Special Permit to achieve flexible site design.
- a) Dimensional Requirements
    - 1) Minimum lot size: 10,000 sq. ft.
    - 2) Minimum continuous frontage: 50 ft.
    - 3) Minimum front-yard setback: Principle buildings shall be set back a minimum of 10 feet from the front lot line. Architectural features such as bay windows, porches, balconies, porticos, canopies, etc. shall not be subject to the 10-foot minimum setback.
    - 4) Minimum side-yard and rear-yard setback: For lot lines abutting a residential zoning district, 25 ft. of which the first 10 ft. nearest each lot line shall not be used

for the parking or storage of vehicles and shall be suitably landscaped. There is no side-yard or rear-yard setback for properties abutting other properties within the C1 district.

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

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

6. Design Requirements

- a) All facades of a building that are visible from a public way or an internal pedestrian or vehicular way shall be designed in accordance with the current *Medway Design Review Guidelines* and the Design Principles and Standards included in the *Site Plan Rules and Regulations*.
- b) All sites shall include pedestrian linkage(s) to connect to abutting commercial properties and, where appropriate, to abutting residential neighborhoods. The pedestrian connections shall be well-defined and of a design and quality that will encourage significant use.
- c) Vehicular connections to abutting sites shall be provided where practical as determined by the Planning and Economic Development Board as part of the review process.
- d) Buildings and developments shall be made pedestrian friendly by use of amenities such as wide sidewalks/pathways, outdoor seating, and patios or courtyards. All structures, parking, pathways and other pedestrian amenities shall be designed to maximize ease of pedestrian access.

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

And to amend the Sub-Section H. Parking Regulations of SECTION V. USE REGULATIONS

by adding the following to the Parking Requirements Schedule in Paragraph 4.

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

Or to act in any manner relating thereto.

## PLANNING AND ECONOMIC DEVELOPMENT BOARD

### BOARD OF SELECTMEN RECOMMENDATION:

### FINANCE COMMITTEE RECOMMENDATION:

#### **ARTICLE 28:** (Amend Zoning Bylaw: Registered Marijuana Dispensary)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, SECTION V. USE REGULATIONS by deleting Sub-Section BB. Temporary Moratorium on Medical Marijuana Treatment Centers and replacing it as follows:

#### **BB. REGISTERED MARIJUANA DISPENSARY**

##### *1. Purposes*

- a) To address possible adverse public health and safety consequences and impacts on the quality of life of the Town of Medway related to the passage of Question 3 on the November 6, 2012 State Referendum.
- b) To provide for the limited establishment of a Registered Marijuana Dispensary (RMD) in an appropriate place and under strict conditions in accordance with Chapter 369 of the Acts of 2012, and 105 CMR 725.000.
- c) To minimize the adverse impacts of a RMD on adjacent properties, residential neighborhoods, schools, playgrounds and other land uses potentially incompatible with such a facility.
- d) To regulate the siting, design, placement, security, safety, monitoring, modification, and removal of RMD's.
- e) To limit the overall number of RMD's in the community to what is essential to serve the public necessity.

##### *2. Applicability*

- a) The commercial cultivation [unless it meets the requirements for an agricultural exemption under Chapter 40A Section 3], production, processing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of Marijuana for Medical Use is prohibited unless permitted as a RMD under this Sub-Section.
- b) No RMD shall be established except in compliance with the provisions of this Sub-Section.
- c) Nothing in this Bylaw shall be construed to supersede federal and state laws governing the sale and distribution of narcotic drugs.
- d) If any provision of this Sub-Section or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this Sub-Section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end the provisions of this Sub-Section are severable.

##### *3. Definitions*

*Marijuana* – The same substance defined as “marijuana” under 105 CMR 725.004.

*Marijuana for Medical Use* – Marijuana that is designated and restricted for use by, and for the benefit of, Qualifying Patients as defined in 105 CMR 725.004.

*Registered Marijuana Dispensary (RMD)*– Shall mean a not-for-profit entity, as defined by

Massachusetts law only, registered by the Massachusetts Department of Public Health under 105 CMR 725.000 that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their registered personal caregiver as determined by 105 CMR 725.000.

4. ***Eligible Locations for Registered Marijuana Dispensaries*** – Registered Marijuana Dispensaries, other than agricultural operations meeting exemption standards under Chapter 40A Section 3, may be allowed by special permit from the Planning and Economic Development Board in the following zoning districts, provided the facility meets the requirements of this Sub-Section:

- a) Industrial I
- b) Industrial II
- c) Industrial III
- d) Business/Industrial
- e) Commercial I

5. ***General Requirements and Conditions for all Registered Marijuana Dispensaries***

- a) All non-exempt RMD's shall be contained within a permanent building or structure. No RMD shall be located inside a building containing residential units or inside a movable or mobile structure such as a van, trailer, cargo container or truck.
- b) Size standards:
  - 1) A standalone dispensary shall not exceed 3,500 sq. ft. for product display, client dispensary, and patient consultation area.
  - 2) A standalone cultivation facility shall not exceed 25,000 sq. ft.
  - 3) A facility to manufacture/process marijuana infused products shall not exceed 5,000 sq. ft.
  - 4) Any combination of the above three facilities shall not exceed 30,000 sq. ft.
  - 5) The RMD shall be of adequate interior space to accommodate all activities inside the building so as not to have outside patient queuing on sidewalks, in parking areas, or in other areas outside the RMD.
- c) A RMD shall not be located in a building that contains any medical doctors' offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.
- d) The hours of operation of RMD's shall be set by the Special Permit Granting Authority, but in no event shall any RMD be open and/or operating between the hours of 8:00 PM and 8:00 AM.
- e) No RMD shall be located on a lot within 500 linear feet of any lot with the following:
  - 1) residence
  - 2) public school
  - 3) private educational entity that provides instruction to children and youth in an ongoing organized basis
  - 4) licensed registered childcare facility
  - 5) library
  - 6) religious facility
  - 7) playground, public park, or ball field
  - 8) recreation center
  - 9) Registered Marijuana Dispensary
  - 10) halfway house or similar facility
  - 11) drug or alcohol rehabilitation facility.

The distance requirement may be reduced by the SPGA if the applicant demonstrates that the RMD would otherwise be effectively prohibited from locating within the municipality and that adequate security measures will be employed to prevent the diversion of medical marijuana to

minors who are not qualifying patients.

Distances shall be calculated by direct measurement in a straight line without regard for intervening structures from the nearest property line of the land used as noted above to the nearest portion of the building in which the RMD is located.

f) No smoking, burning or consumption of any product containing marijuana or marijuana-infused products shall be permitted on the premises of a RMD.

g) A RMD may not have a drive-thru service.

h) Signage

1) Signage for the RMD shall include the following language: "Registration card issued by the MA Department of Public Health required."

The required text shall be a minimum of two inches in height.

2) No permitted RMD shall use any advertising material or graphics that are is misleading, deceptive, or false, or that is designed to appeal to minors.

3) A RMD shall not display on the exterior of the facility any advertisement for medical marijuana or any brand name.

4) Off-site signage or advertising in any form, including billboards shall not be allowed.

i) The RMD shall provide the Medway Police Department, Building Commissioner and the Special Permit Granting Authority with the names, phone numbers and email addresses of all management staff and key holders to whom the Town can provide notice if there are operating problems associated with the establishment.

j) Prohibition Against Nuisances – No RMD shall create a nuisance to abutters or to the surrounding area, or create any hazard, including but not limited to fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

k) Openness of Premises

1) Any and all cultivation, distribution, possession, storage, display, sales or other distribution of medical marijuana shall occur only within the restricted interior area of the RMD.

2) The RMD shall be designed and constructed such that no area or portion where marijuana is processed or stored is visible from the exterior of the building.

3) The front of the building which shall include the public entrance to the RMD shall be fully visible from the public street or building frontage.

4) Marijuana, marijuana infused products, and products that facilitate the use of medical marijuana shall not be displayed or clearly visible to a person from the exterior of the RMD.

l) No marijuana or marijuana based products shall be sold, grown or cultivated, interior or exterior to a residential dwelling unit except if a Hardship Cultivation Registration is granted by the Mass Department of Public Health according to 105 CMF 725.035.

#### 6. ***Special Permit Requirements***

a) A RMD shall only be allowed by special permit from the Medway Planning and Economic Development Board in accordance with G.L. c. 40A, §9, subject to the following statements, regulations, requirements, conditions and limitations.

b) A RMD is subject to site plan review and approval by the Planning and Economic Development Board pursuant to SECTION V. C. of the Medway Zoning Bylaw which shall be coordinated with the special permit application process.

c) A special permit for a RMD shall be limited to one or more of the following uses that shall be prescribed by the Special Permit Granting Authority:

1) cultivation of Marijuana for Medical Use (horticulture) except that sites protected under Chapter 40A Section 3 shall not require a special permit;

2) processing and packaging of Marijuana for Medical Use, including marijuana that is in the form of smoking materials, food products, tinctures, oils, aerosols, ointments, and other marijuana infused products;



- 3) retail sale or distribution of Marijuana for Medical Use to Qualifying Patients;
- 4) retail sale of products that facilitate the use of marijuana for medical purposes and of patient educational materials.
  - d) A special permit application for a RMD shall include the following:
    - 1) the name and address of each owner of the facility;
    - 2) copies of all required licenses and permits issued for the RMD to the applicant by the Commonwealth of Massachusetts and any of its agencies;
    - 3) evidence of the Applicant's right to use the site of the RMD for the RMD, such as a deed, or lease;
  - 4) a statement under oath disclosing all of the Applicant's owners, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of the owners of such entities until the disclosure contains the names of individuals;
  - 5) a certified list of all parties in interest entitled to receive notice of the hearing for the special permit application, taken from the most recent tax list of the town and certified by the Town Assessor;
  - 6) a detailed site plan that includes the following information:
    - a. a detailed floor plan of the premises of the proposed RMD that identifies the square footage available and describes the functional areas of the facility including but not limited to sales, storage, cultivation, processing, food preparation, etc.
    - b. proposed security measures for the RMD, including lighting, fencing, gates and alarms, etc., to ensure the safety of qualifying patients, their caregivers, and facility employees and to protect the premises from theft.
  - 7) a copy of the policies/procedures for the transfer, acquisition, or sale of medical marijuana between approved RMD's in compliance with 105 CMR 725.105(B)(2).
  - 8) a copy of the policies/procedures for patient or personal caregiver home-delivery.
7. **Special Permit Procedure**
  - a) The special permit application and public hearing procedure for a RMD shall be that as provided in G.L. c. 40A.
8. **Mandatory Findings** - The Special Permit Granting Authority shall not issue a special permit for a RMD unless it finds that:
  - a) the RMD is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest, as defined in G.L. c. 40A, §11;
  - b) the RMD demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations; and
  - c) the applicant has satisfied all of the conditions and requirements of this Sub-Section and SECTION III. Sub-Section J. Special Permit Criteria.
9. **Conditions** - In issuing its decision, the Special Permit Granting Authority shall impose conditions, limitations and safeguards that are reasonably appropriate to:
  - a) improve site design, traffic flow, and public safety;
  - b) protect water quality, air quality and significant environmental resources;
  - c) preserve the character of the surrounding area.
 These conditions, limitations and safeguards may address but are not limited to:
  - d) hours of operation
  - e) landscaping and site amenities
10. **Annual Reporting** - Each RMD permitted under this Bylaw shall as a condition of its special permit file an annual report with the Special Permit Granting Authority, the Building Inspector, the Health Agent, and the Police Chief no later than January 31<sup>st</sup> of each year, providing a copy of all current applicable state licenses for the RMD and/or its owners and demonstrate continued compliance with the conditions of the special permit.

11. ***Duration of Special Permit***

a) A special permit shall lapse if not exercised within two years from the grant thereof if a substantial use has not sooner commenced except for good cause or, in the case of a permit for construction, if construction has not begun by such date except for good cause.

b) A special permit granted under this Sub-Section shall remain exclusively with the applicant which shall be the owner or lessee of the premises described in the application. The special permit shall terminate automatically on the date the applicant alienates that title or leasehold interest in the premises.

12. ***Abandonment or Discontinuance of Use*** - A RMD shall be required to remove all material, plants, equipment and other paraphernalia:

a) prior to surrendering its state issued licenses or permits; or

b) within six months of ceasing operations; whichever comes first.

13. Receipt of a special use permit from the Medway Planning and Economic Development Board for a RMD does not preclude an applicant from having to secure other required local permits from other Town boards/departments including but not limited to the Board of Health, Conservation Commission or the Department of Public Services.  
Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least SEVEN (7) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 1<sup>st</sup> day of April 2014.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

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

\_\_\_\_\_  
Dennis Crowley, Vice Chairman

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

\_\_\_\_\_  
John Foresto, Member

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

**ATTEST:** \_\_\_\_\_  
Paul Trufant, Constable

# **AGENDA ITEM #8**

## **Discussion – Capital Improvement Planning Committee Recommendations – FY2015 Budget**

*Associated back up materials attached.*

- *Projects for FY15 (revised 3/5/14)*

## Projects for FY15

Below is the list of recommended projects for FY2015 broken down by the CIPC's recommended funding method (Bonding, Enterprise account, Free Cash)

Project	Department	Cost	Funding Option
VARIOUS ROAD/SIDEWALK IMPROVEMENTS	DPS	\$ 650,000	Free Cash
JAWS OF LIFE	FIRE	50,000	Free Cash
UPGRADE POLICE SERVER SOFTWARE	POLICE	13,500	Free Cash
REPLACEMENT DESKTOPS AND LAPTOPS	IS	110,000	Free Cash
REFURBISH FIRE TRUCK - BRUSH 2	FIRE	18,000	Free Cash
LIBRARY DEHUMIDIFIER	LIBRARY	12,400	Free Cash
ENGINEERING STUDY FOR MCGOVERN LOBBY REDESIGN	SCHOOLS	10,000	Free Cash
REPLACE TOWN SEDANS	TOWN	34,000	Free Cash
MEMORIAL SIDEWALK REPAIR (COURTYARD & TRAFFIC LOOP)	SCHOOLS	12,000	Free Cash
REPLACE FIRE ALARM PANEL	LIBRARY	6,100	Free Cash
SUPERVISOR PICK-UP TRUCK	DPS	38,000	Free Cash
TOWN WIDE ENERGY IMPROVEMENTS	TOWN	50,000	Free Cash
BASEBALL INFIELD GROOMER	PARKS	19,000	Free Cash
ENGINEERING STUDY FOR SHAW STREET BRIDGE REPAIR	DPS	40,000	Free Cash
REFURBISH CHOATE PARK TENNIS COURTS & MAINTENANCE REPAIRS TO CHOATE PARK BUILDING	PARKS	62,000	Free Cash
SCHOOL-WIDE TECHNOLOGY ENHANCEMENTS	SCHOOLS	183,000	Free Cash
CASSIDY FIELD BATHROOM PROJECT	PARKS	20,000	Free Cash
TOWN-WIDE FACILITY IMPROVEMENTS	TOWN	50,000	Free Cash
FIRE DEPARTMENT BREATHING AIR COMPRESSOR	FIRE	10,000	Free Cash
PALM PRINT SCANNER	POLICE	18,000	Free Cash
	Free Cash Total	<b>\$1,406,000</b>	
SEWER INFLOW & INFILTRATION REPAIRS	SEWER	200,000	Enterprise/Bond
PURCHASE GATE VALVE VACUUM BOX	WATER	15,411	Enterprise/Bond
	Enterprise/Bond Fund Project Total	<b>\$215,411</b>	
	<b>Total Projects</b>		

- Total amount of free cash available is \$1,964,611
- \$200k set aside to carryover to FY15
- \$250k set aside for snow and ice

- **Unallocated free cash \$108,611**
  - **\$1,964,611 (total avail) - \$1,406,000 (proposed projects) - \$200,000 (carry over) - \$250,000(snow and ice)**
- **Can/Should Shaw Street bridge project be bonded? The \$40k is for the engineering study. Don't know what the final cost of the repair will be. There is an estimate/placeholder in the amount of \$100k for FY16.**
- **Is a reserve needed for DPS facility project?**
- **Dave D'Amico going to look at sidewalk at Memorial to see if we can get better idea of scope and cost**
- **Need more solid numbers for Cassidy Field bathroom project and Choate Park building**

# **AGENDA**

## **ITEM #9**

### **Appointment to Thayer Property Governance Committee – John Foresto**

*No associated back up materials.*

**Proposed Motion:**

I move that the Board appoint John Foresto to the Thayer Property Governance Committee for a term to expire on June 30, 2014.\*\*

\*\*Note: Terms for existing committee members, Crowley and Rice, expire on 6/30/14. Motion can be made to have Mr. Foresto's appointment coterminous with others or, instead of appointing for 3.5 months only, have Foresto appointment expire on 6/30/15.

# **AGENDA ITEM #10**

## **Approval – Medway Turkey Trot 5K – November 27, 2014**

*Associated back up materials attached.*

- Email from Charles Dwyer dated February 14, 2014
- Correspondence from Chief Tingley dated February 24, 2014

### **Proposed Motion:**

I move that the Board approve the fourth annual Medway Turkey Trot 5K to be held on November 27, 2014 with the proviso that four detail officers be hired per the recommendation of Police Chief Tingley.



**From:** DWYER CHARLES [mailto:CHARLES.DWYER@middlesexbank.com]  
**Sent:** Friday, February 14, 2014 4:08 PM  
**To:** Allison Potter  
**Cc:** Karen Kisty  
**Subject:** RE: Request for approval: 2014 Medway Turkey Trot

Dear Allison,

This e-mail is to request approval from the town of Medway to hold a the fourth annual Medway Turkey Trot 5K (3.1 mile) road race on Thanksgiving morning, Thursday November 27, 2014.

The initial goal of the race organizers was to establish and continue a community tradition in the town of Medway for generations of residents and to provide needed funding to the High School athletic department. The first three events have been very successful. A recap of last years' race follows:

- Just over 1,000 runners and volunteers participated, over 50% of which were from Medway
- The race began promptly at 7:30, and the premises were vacated by 9:00 am. The majority of participants were off the high school property by 8:30.
- Parking lot was well staffed with volunteers and traffic flow was good beginning and end. Many runners did utilize the adjoining neighborhood for parking.
- The school gym was utilized for registration, and will be used again in the future.

Other background and details are as follows:

- The sponsoring organization, Medway Turkey Trot, is a "Community Organization" and has applied for 501 (c) 3 status. The organization members are listed below.
- The next race will be held Thursday November 27th, 2014. Start time is 7:30am, and time allotted including set-up and cleanup will be 5:45am to approximately 9:15am, with runners - and all but a few vehicles - vacating by 8:30.
- The 2012 race was held prior to the Medway - Millis Thanksgiving football game. The parking lot and facilities were "cleared" prior to arrival of fans. Based on our prior three years experiences, we don't anticipate having any overlap in 2014.
- The race will begin and end on Adams Street behind Medway High School. The parking lot will be utilized for runner and volunteer parking, and registration will be held in the gym. Runners will access the course through the Adams Street access road.
- The course will be the same. Runners will begin on Adams and proceed to Winthrop, go left to Lovering, left onto Longmeadow, left onto Summer and left on Adams back to the HS access road. All turns were manned by police detail and/or volunteers and the course was well marked with temporary signage.
- In addition to morning of registration, we will hold pre-race registration and number pick up the weekend prior to the race at the High School.
- Participation will be weather dependent, but expectations are for a range of 1,100 participants including volunteers.

Thank you for your assistance and your consideration.

Respectfully Submitted,

David Consigli  
Charles Dwyer: 508-533-7103, [charles.dwyer@comcast.net](mailto:charles.dwyer@comcast.net)  
Steve Houde  
David Lorenzen  
Charles Wright

## Chuck Dwyer

Telephone: (508)-599-5935 Cell: (774)-270-2471  
Fax: (508)-533-4130  
E-mail: [cdwyer@middlesexbank.com](mailto:cdwyer@middlesexbank.com)



Please consider the environment before printing this email.

### **NOTICE:**

The message above is intended solely for the addressee and may be privileged, confidential or otherwise exempt from disclosure, and does not form a contract. If you are not the addressee, or the employee or agent responsible for delivering the message to the addressee, then you are notified that any dissemination or copying of this message or any attachment is prohibited. If you have received this message in error, then please notify us immediately at the email address above. Thank you.



# 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

February 24, 2014

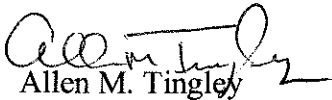
To: Suzanne Kennedy  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Medway Turkey Trot

I have reviewed the running route, mapped out for the Medway Turkey Trot 5K road race scheduled for November 27, 2014. I would approve of the issuing of the permit with the stipulation that four detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race. The four detail officers would be used to control the traffic in front of the runners and behind the runners during the race, along with briefly closing down sections of Winthrop Street and Lovering Street, due to the large number of runners that took over the entire width of Winthrop Street and Lovering Street during last year's race.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

# **ITEM #11**

## **Approval – American Legion Road Race – June 28, 2014**

*Associated back up materials attached.*

- Email thread between Allison Potter, Town Administrator's Office, and Douglas Wahl dated February 21, 2014 through February 25, 2014
- Correspondence from Chief Tingley dated February 26, 2014

**Proposed Motion:**

I move that the Board approve the American Legion road race to be held on June 28, 2014 with the proviso that three detail officers be hired and traffic cones be placed per the recommendation of Police Chief Tingley.

**From:** Allison Potter  
**Sent:** Tuesday, February 25, 2014 8:20 AM  
**To:** 'dwahl362@verizon.net'  
**Subject:** RE: RE: Road Race - American Legion

Hi,

I would think that proof of your non-profit status would be something you have on file issued by the Secretary of State's office or the Dept. of Revenue, not something issued by the Town of Medway. The Town can't declare that for your organization.

I haven't heard anything from the Police Dept. yet, but I'll let them know they can expect a new map and the new date is 6/28.

Thanks,  
Allison

**Allison Potter**  
Asst. to Town Admin.  
508-533-3264

**From:** [dwahl362@verizon.net](mailto:dwahl362@verizon.net) [<mailto:dwahl362@verizon.net>]  
**Sent:** Monday, February 24, 2014 9:31 PM  
**To:** Allison Potter  
**Subject:** Re: RE: Road Race - American Legion

Allison,

I did not make the revision on the map. If the new route is unclear I will change that and get it to you.

I am going to have to change the day of the race to the Saturday before, 6/28/14, for other reasons. So it will not be on the holiday.

Since you mentioned it, I have not updated the non-profit status for this year. I normally get something in the mail in January but did not receive anything yet. I don't know which department sends this out, the Assessor's office? Should I contact them?

Thank you!

Doug

On 02/24/14, Allison Potter<[apotter@townofmedway.org](mailto:apotter@townofmedway.org)> wrote:

Hi Doug,

I'll follow up with Officer Watson through the Chief. Is the map you attached to your email the new map based on your stated revision below? I do believe you'll need fewer detail officers if you go with a non-holiday for the event. In the interim, do you have a copy of the American Legion's non-profit status for the Selectmen to refer to when considering the request?

Thanks,

Allison

**Allison Potter**

Asst. to Town Admin.

508-533-3264

**From:** [dwahl362@verizon.net](mailto:dwahl362@verizon.net) [mailto:[dwahl362@verizon.net](mailto:dwahl362@verizon.net)]

**Sent:** Friday, February 21, 2014 7:58 AM

**To:** Allison Potter; [david.labonte@verizon.net](mailto:david.labonte@verizon.net)

**Subject:** Road Race - American Legion

Allison,

Good Morning! I seem to have fallen out of eye sight. I had Officer Watson assisting with the race route but he became ill and I have not heard back from him or anyone regarding the race route. Would you pass this on to the proper person to let me know if I need to alter this route so I can get on the Board of Selectmen's schedule?

I will eliminate the portion of the race that runs along Main St. The route will be as on the plan, but at the end of Oak St will run along Choate Park on the outskirts of Cassidy Field and back onto Winthrop St. The remaining route will run as planned.

Thank You!

Douglas Wahl

508 246 6528



The "Start Line" will be on the east side of the running track, facing north and at approximately the 5 yard line. Go out into the parking lot and head out the entrance of the school out to Summer St. Turn left on Summer St. and all runners will hug the left side of the road and take their first left onto Highland St. Stay on the left side of the road on Highland St. and hit your first 1 Mile Mark. Turn left onto Oak St. and proceed to Mechanic St. Stay left at the junction of Mechanic St. and Oak St. and proceed to Rte 109. All runners must run on the sidewalk on Rte 109 and then turn left onto Winthrop St. and hit the 2 Mile Mark right before the split at Maple St. Stay left and continue on Winthrop St. until you take a left onto Lovering St. at the 3 Mile Mark. Continue westerly on Lovering St. until you come once again to Summer St. where you take another left and stay on the far left side of the road facing traffic. The 4 Mile Mark is just past "The Healing Space" physical therapy business. Continue south on Summer St. and take the last left into the High School entrance driveway. Bear right at the split and go into the parking lot and finish the 5 Mile Run near the Tennis Courts.



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

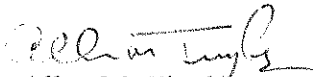
Allen M. Tingley  
Chief of Police

February 26, 2014

To: Suzanne Kennedy  
From: Allen M. Tingley  
Re: American Legion Road Race

I have reviewed the running route for the American Legion road race scheduled for June 28, 201~~3~~<sup>4</sup>. I would approve the issuing of the permit with the stipulation that three detail officers be hired by the organization to assure the safety of the runners and the movement of traffic during the race. I would also request that traffic cones be placed on the bad corner on Winthrop Street (southbound lane) in the area of Maple Street, directing runners to run single file between the cones and the edge of the roadway. The detail officers will be used to direct or stop traffic as the runners exit the high school, to close off traffic for a short period of time on Highland Street between Summer and Oak Street, to assist runners back onto Winthrop Street from the rear exit of the park, on Winthrop street after the bad curve (southbound Lane) to allow all runners to safely negotiate around the bad curve, at the intersection of Lovering Street and Summer Street to get the runners back onto Summer Street and at the entrance of the High School, to get the runners back into the high school. We will also use the on-duty officers to patrol the race route during the race.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



# **AGENDA ITEM #12**

## **Action Items from Previous Meetings**

*Associated back up materials attached:*

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/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
6	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
7	2/24/2014	Report on unaccounted for water	T. Holder	6/1/14

# **AGENDA**

## **ITEM #13**

**Approval of Warrants**

*Warrants to be provided at meeting.*

# **AGENDA ITEM #14**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #15**

**Selectmen's Reports**