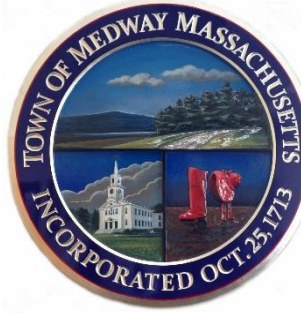


Board of Selectmen

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



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

September 2, 2014, 7:00PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance

Other Business

1. Authorization of Chairman to Execute Contract with Greater Attleboro-Taunton Regional Transit Authority (GATRA)
2. Vote – Intent to Lay Out Azalea Drive as a Public Way
3. Report – Town Website and Social Media Plans – Rich Boucher, IS Director
4. Public Hearing – Medway Oil – Underground Storage Tank License
5. Approval – Common Victualler License Application – Cumberland Farms, Summer Street
6. Appointment – Representative to Regionalization Task Force
7. Appointments – School Building Committee – Michael Boynton, Town Administrator and James MacLean, Facilities Director
8. Approval – One-Day Wine & Malt License – Medway Business Council – Sept. 17, 2014
9. Approval – Action for Jackson Motorcycle Ride – Sept. 20, 2014
10. Vote – Consent to Petrini & Associate's Representation of the Affordable Housing Trust in the Matter of 6 Cutler Street (Former Location of the American Legion)
11. Discussion – Governor's Appointment to the Medway Redevelopment Authority
12. Opening of Fall Town Meeting Warrant (Warrant Closing Sept. 22, 2014)
13. Action Items from Previous Meetings
14. Approval of Warrants
15. Board of Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

September 22, 2014 ---- Regular Meeting

October 6, 2014 ---- Regular Meeting

AGENDA

ITEM #1

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

Associated back up materials attached.

- Draft contract

Proposed motion: I move that the Board authorize the Chairman (or, in the absence of the Chairman, the Vice-Chairman) to execute the GATRA contract as presented, as well as initial the changes made by Town Counsel.



CONTRACT BETWEEN
THE
GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
AND
THE TOWN OF MEDWAY
FOR TRANSIT SERVICE TO THE ELDERLY AND DISABLED
AND LOCAL SHUTTLE ROUTES

Agreement this 1st day of July 2014, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and the Town of Medway, a duly organized and existing Massachusetts corporation, having a usual place of business in Medway, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

WHEREAS, GATRA desires to engage the Contractor to provide service within and between the service area as further described in Exhibit 1 and Exhibit 1-2 of the Agreement; and

WHEREAS, GATRA has identified a need for the provision of such service for elderly people and persons with disabilities residing in the above noted community; and

WHEREAS, GATRA has identified a need for the provision of local shuttle services to the Commuter Rail Station in the Town of Norfolk;

NOW, THEREFORE, GATRA and the Contractor in consideration of the mutual covenants and agreements below, do hereby agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE TOWN OF MEDWAY
("Contractor")

- A. The Contractor agrees that all of its drivers shall be duly licensed and have valid medical cards as required by the Commonwealth of Massachusetts, and under the regulations of the Federal Highway Administration. The Contractor further agrees to review the motor vehicle record of each driver it employs to determine whether that driver meets minimum requirements for safe driving or is disqualified to drive a commercial motor vehicle.

- B. The Contractor agrees that all drivers prior to working under this contract shall have successfully completed training in the following: Coaching the Van Driver, wheelchair lift and securement, Safe Transportation of the Public under the ADA, defensive driving, emergency evacuation procedures, bodily fluid spill procedures, cardiopulmonary resuscitation, basic emergency first aid, and drug &

alcohol. Further, as required by the Massachusetts Department of Transportation's Mobility Assistance Program, drivers will be retrained: yearly in Coaching the Van Driver, wheelchair lift and securement, cardiopulmonary resuscitation, and drug & alcohol; every two years in basic emergency first aid; and every three years in Safe Transportation of the Public under the ADA.

- C. The Contractor agrees to only use GATRA owned vehicles for transit purposes as described in Exhibit 1.
- D. The Contractor agrees that it will comply with industry and vehicle manufacturer standards and a preventative maintenance schedule as prescribed by GATRA to maintain in good repair, mechanical condition and working order all vehicles utilized by the Contractor to provide service under this Agreement. Under this contract GATRA is responsible for the regular and preventative maintenance of all GATRA vehicles. This includes all parts, labor and associated costs. The Contractor is responsible to notify GATRA immediately of any deterioration or defect so that these may be corrected.
- E. The Contractor agrees to perform any reasonable physical improvements that may be required to GATRA owned vehicles in order to prepare them for use in said service. Said vehicles must be washed and cleaned thoroughly by the Contractor at least once per week. *The costs for any improvements which GATRA requires will be paid by GATRA.*
- F. The Contractor agrees that it shall immediately report all accidents to the proper authorities, including the GATRA Administrator and will issue written reports concerning such accident to GATRA for its review within 48 hours of such accident.
- G. The Contractor agrees to document and resolve, if possible, any valid service complaints it receives and forward a report of the complaint as well as the resolution to the GATRA administrative office within the calendar month it occurs.
- H. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements as required by GATRA. Contractor shall also be responsible for data collection and other service evaluation activities as specified ~~by the GATRA Administrator.~~ *as set forth in Exhibit 2*
- I. The Contractor agrees to submit invoices to GATRA by the seventh 7th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibit 1 of this Agreement and on the form provided.

- J. The Contractor agrees that it will maintain an accounting system for services rendered under this Agreement which is approved by GATRA.
- K. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates.
- L. The Contractor agrees that liquidated damages as provided in Exhibit 4 of this contract shall be deducted from its compensation due under Section "II" Paragraph A for violations of this contract.
- M. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance with the provisions of Chapter 30A, Massachusetts General Laws. All parties will be notified of a decision within (30) days of the appeal hearing.
- N. All revenue received from fares, resulting from operation of this service, shall be the exclusive property of the Contractor, and shall be deducted from operating expenses billed to GATRA.
- O. The Contractor agrees that it ^{will} ~~shall~~ be wholly liable for ^{the} ~~all suits~~ acts of its employees, ~~damages and costs arising from the operation of~~ ^{in carrying out} the service(s) described in Exhibit 1 of this Agreement.
- P. The Contractor agrees to hold harmless, protect, defend and indemnify the Commonwealth of Massachusetts, GATRA and its officers, employees, agents and volunteers, jointly and severally, against all loss and/or damage arising out of the transportation services rendered under this Agreement including cost of defense provided such loss or damage is caused by the negligence of the Contractor.
- Q. Contractor is required to obtain worker's compensation insurance covering all employees of Contractor, as required by the Massachusetts Worker's Compensation Act, as amended.
- R. Any deductible not paid by applicable insurance is to be the responsibility of the Contractor and shall be paid by the Contractor as it relates to the vehicles designated herein and to the operation of said vehicles.

II. OBLIGATIONS AND AGREEMENT OF GATRA

- A. GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing July 1, 2014 ending June 30, 2015 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibit 1. Monthly costs are subject to the approval of GATRA. If the Contractor expends funds in excess of such budget amount for the provision of the services contained hereunder, such expenditure must be approved by GATRA in order for Contractor to be entitled to payment.
- B. GATRA agrees to notify the Contractor, in writing, within ten (10) days of the receipt of the monthly cost statement of any disallowed costs and the reason for such disallowance.
- C. GATRA will obtain and keep in force during the term hereof, forms and amounts of insurance coverage for GATRA owned vehicles operated under this agreement as deemed appropriate by GATRA. GATRA will add the Contractor as additional insured under such policies.
- D. GATRA shall have final authority in determining, from time to time, the types and schedules of service to be provided under this Agreement.
- E. GATRA agrees to notify the Contractor of any changes in service policies, in writing, a minimum of thirty (30) days prior to the planned change(s).
- F. GATRA shall determine the fares to be charged to the general public. GATRA reserves the right to change these fares with a minimum thirty (30) days written notice of such change(s) to the Contractor and subject to any public hearing requirements of GATRA.
- G. GATRA agrees to assume all responsibility for marketing activities related to the service(s) described in Exhibit 1.

III. GENERAL CONDITIONS

- A. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.
- B. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an

agent for GATRA only in the lease or purchase of goods and services for use in providing the services described in Exhibit 1. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.

- C. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.
- D. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.
- E. The parties recognize and agree that Exhibits 1, 1-2, 2, 3, and 4 attached hereto are incorporated herein by reference and made a part of this contract.
- F. GATRA receives funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will comply with the Federal Administration Required Clauses.

IV. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

- A. Drug and Alcohol Testing – The Contractor agrees to comply with the provisions of the following programs: U.S. DOT regulations “Drug Free workplace Requirements”, 49 C.F.R. Part 29, Subpart F, FTA regulations, “Prevention of Prohibited Drug Use in Transit Operations”, 49 C.F.R. Part 655 and FTA regulations, “Prevention of Alcohol Misuse in Transit Operations”, and 49 C.F.R. Part 40 “Procedures for Transportation Workplace Drug and alcohol Testing Procedures”, as amended.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the Commonwealth of Massachusetts, or GATRA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and

654 before July 31st of each year and to submit the Management Information System (MIS) reports before February 15th of each year to GATRA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and will be supplied by GATRA to the Contractor.

- B. Charter Service - The contractor agrees to comply with 49 U.S.C. 5323(d), as amended by MAP-21, and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- C. School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- D. Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E. Clean Water/Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- F. Privacy Act - The Contractor agrees to comply with, and assures compliance of its employees with, the provisions of the Privacy Act when work performed under this contract may involve the design, development or operation of a system of

records on behalf of the Federal Government. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, GATRA and the Contractor and any of their employees are considered to be an employee of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violation of the Act. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

- G. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
- H. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 23). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every practicable opportunity to participate in the performance of contracts relating to GATRA's construction, procurement and professional service activities.

In the performance of this Agreement, the Contractor shall cooperate with GATRA in meeting commitments and goals with regard to the maximum utilization of DBEs.

- I. Civil Rights Requirements
- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, as

amended by MAP-21, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

J. Termination

Termination for convenience: GATRA may terminate this contract, in whole or in part at any time by written notice to the Contractor when it is in the Government's best interest as determined by GATRA in its sole and exclusive discretion. The contractor shall be paid its costs associated with work performed up to time of termination. The Contractor shall promptly submit its termination claim to GATRA to be paid the Contractor. If the Contractor has any property in its possession belonging to GATRA, the Contractor will account for the same, and deliver it in the manner GATRA directs.

Termination – Without Cause: Either party to this Contract shall have the right to terminate this Contract without cause during said term provided that either party notify the other of such desire by 45-day notice in writing.

Termination for Cause: If the Contractor fails to perform the services described in Exhibit 1, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for cause. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of any default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of GATRA equipment, the Contractor shall, upon direction of GATRA, protect and preserve the equipment until surrendered to GATRA or its agent. The Contractor and GATRA shall agree on payment for the preservation and protection of equipment. Failure to agree on amount will be resolved under the Dispute Clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GATRA.

Opportunity to Cure: GATRA may, at its sole discretion, in the case of a termination for cause, allow the Contractor up to thirty (30) days in which to cure any breach or default under this Contract. The notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to GATRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after

receipt by Contractor of written notice from GATRA setting forth the nature of said breach or default then GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for breach or default shall not in any way operate to preclude GATRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that GATRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit GATRA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

K. Access to Records and Reports – The following access to records requirements apply to this Contract:

- a. Whereas GATRA is a body politic and corporate and a political subdivision of the Commonwealth and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R.18.36 (I), the Contractor agrees to provide GATRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. The Contractor agrees to permit any of the foregoing parties mentioned in subparagraph K a., above, to reproduce by any means whatsoever or to copy excerpts and transcriptions of any and all business records of the Contractor as deemed reasonably necessary by the requesting party.
- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

L. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GATRA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

M. No Obligation by the Federal Government – GATRA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GATRA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. Program Fraud and False or Fraudulent Statements - The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- O. Transit Employee Protective Agreements
- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. ' 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. ' 5311. Alternate provisions for those projects are set forth in subsections of this clause below.
- b. Transit Employee Protective Requirements for Projects authorized by 49 U.S.C. ' 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. ' 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. ' 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects - Authorized by 49 U.S.C. ' 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program

agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- P. Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests which would cause GATRA to be in violation of the FTA terms and conditions.

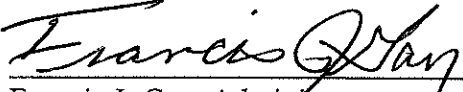
Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced July 1, 2014 as herein set forth notwithstanding the fact that the Agreement has been executed by the parties subsequent to July 1, 2014 and all services called for by this Agreement shall terminate at midnight on June 30, 2015.

IN WITNESS WHEREOF, the parties duly authorized have hereunto set their hands and seals the day and year first above written.

TOWN OF MEDWAY

GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY

(Title)



Francis J. Gay, Administrator

EXHIBIT 1

ELDERLY AND DISABLED SERVICE
Term of Contract - From 7/1/14 to 6/30/15

Community: Medway, Operated by Medway Council on Aging

Number of Elderly in Community: 2,100

Service Characteristics: Dial-a-Ride Van Service; 24-Hour advance registration. And 4 daily morning and 3 daily evening trips during peak hours to Norfolk MBTA Station with stops from Medway Middle School and Village Street Post Office

Number/Type Vehicles: (1) 2012 Ford Starcraft VIN#1FDFF4FS3CDA62898
(1) 2013 Ford E-350 VIN#1FDEE3FLXDDA59772

Days/Week: Monday-Friday with extended service as needed

Estimated Trips/Month: 200

Estimated Unduplicated Riders/Month: 40

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director \$ 2,250.	Wages \$ 61,125.	Rental/Lease \$ _____
Dispatcher \$ 4,500.	Fringes \$ _____	Radio Rental \$ _____
Telephone \$ _____		Lease
Supplies \$ 375.		Depreciation \$ _____
Other \$ _____		Gasoline \$ 14,250.
(Explain)		Maintenance/
		Repair \$ 3,000.
		Insurance \$ _____
		Garaging \$ _____
		TOTAL COST \$ 85,500.

Contractor's Responsible Official:

Responsible Local Official:

NAME: Missy Dzieczek

NAME: Suzanne Kennedy

POSITION: Director Council on Aging

POSITION: Town Administrator

ADDRESS: 76 Oakland Street
Medway, MA 02053

ADDRESS: 155 Village Street
Medway, MA 02053

PHONE: (508) 533-3210

PHONE: (508) 533-3264

EXHIBIT 1-2

ELDERLY AND DISABLED SERVICE
Term of Contract - From 7/1/14 to 6/30/15

Community: Medway, Operated by Medway Council on Aging

Service Characteristics: 4 daily morning and 3 daily evening trips during peak hours to Norfolk MBTA Station with stops from Medway Middle School and Village Street Post Office

Number/Type Vehicles: (1) 2012 Ford Starcraft VIN#1FDFE4FS3CDA62898
(1) 2013 Ford E-350 VIN#1FDEE3FLXDDA59772

Days/Week: Monday-Friday with extended service as needed

Estimated Trips/Month: 140

Estimated Unduplicated Riders/Month: 20

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director \$ <u>750.</u>	Wages \$ <u>20,375.</u>	Rental/Lease \$ _____
Dispatcher \$ <u>1,500.</u>	Fringes \$ _____	Radio Rental \$ _____
Telephone \$ _____		Lease
Supplies \$ <u>125.</u>		Depreciation \$ _____
Other \$ _____		Gasoline \$ <u>4,750.</u>
(Explain)		Maintenance/
		Repair \$ <u>1,000.</u>
		Insurance \$ _____
		Garaging \$ _____
		TOTAL COST \$ <u>28,500.</u>

Contractor's Responsible Official:

Responsible Local Official:

NAME: Missy Dzikczek

NAME: Suzanne Kennedy

POSITION: Director Council on Aging

POSITION: Town Administrator

ADDRESS: 76 Oakland Street
Medway, MA 02053

ADDRESS: 155 Village Street
Medway, MA 02053

PHONE: (508) 533-3210

PHONE: (508) 533-3264

EXHIBIT 2

DIRECTIONS FOR COMPLETING OPERATING DATA REQUIREMENTS FOR GATRA

I. Forms to be maintained:

1. Daily Passenger Log
2. Monthly Service Summary
3. Vehicle Trip Survey
4. Passenger Inventory Card File (optional)
5. Requisition for Reimbursement (form for billing)
6. Weekly Time Sheets (where applicable)

The following information will assist you in completing the forms required for Elderly and Disabled van service. The monthly service summary form should be completed and sent to the Authority with the Requisition for Reimbursement for that month of operation.

If you have any questions about any of the forms and your requirements to complete this system, please contact GATRA.

II. The Daily Passenger Log

A. DISPATCHER - When a client calls to schedule a ride, the dispatcher enters:

1. Scheduled pick-up time
2. Passenger name
3. Pick-up address
4. Destination address
5. Revenue Collected
6. Wheelchair Lift, if necessary

The dispatcher then gives a copy of the log to the driver for that day's use.

B. DRIVER - At the start of the day, the driver enters the following: (1) date, vehicle number, and his/her name on the daily log; (2) starting time and starting odometer reading in the box on the daily log.

Under "Remarks" he/she records any:

1. No-shows (passenger doesn't show up for a trip)
2. Missed trips (driver doesn't show up for a trip)

At the end of the day, driver notes finish time and odometer reading. Using the start time and finish time he/she calculates the total number of hours the van was operated during the day. He/she returns the completed log to the dispatcher.

C. DISPATCHER -

1. Under "Revenue" please record:
 - a) Agency involved, if any
 - b) Passenger fare collected, if any

2. Under "Remarks" please record:
 - a) Number of canceled trips
 - b) Number of trips missed by driver
 - c) Breakdowns, accidents, etc.

III. The Monthly Service Summary

Using the information compiled on the daily passenger log, the dispatcher should transfer daily totals to the monthly service summary log every day.

1. Total Revenue - total money collected through fares charged.
2. Total Passengers - number of riders for that day of operation.
3. Total Vehicle Mileage - The odometer reading for the day.
4. Total Vehicle Time - This is the driver's calculation for Total Time.
5. Total Fuel Usage – Gallons of Diesel or Gas used for service
6. Vehicle Breakdowns - Report any operational problems encountered with the vehicle(s) during the month.

At the end of the month, total all columns. This should then be submitted with the Requisition for Reimbursement form.

IV. Vehicle Trip Survey

When required surveys should be filled out on the required day of the week and sent to SRPEDD.

- A. DRIVER - When passengers board the van, the driver enters:
 1. Survey Date
 2. Day of Week
 3. Vehicle Number
 4. Vehicle Seated Capacity
 5. Number of Passengers
 6. Pick-up Address
 7. Pick-up Odometer Reading
 8. Drop-off Address (es)
 9. Drop-off Odometer Reading
 10. Trip Distance
 11. Passenger Miles

DEFINITIONS (for Elderly and Disabled Services):

Advanced Reservations	A trip arranged at least the day before.
Ambulatory	Any person able to board a vehicle without the use of a ramp or lift.
Elderly	Any person 60 years of age or older.
Group Trip	A one-way trip carrying more than one passenger leaving from the same address and arriving at the same destination.
Immediate Response	A trip called in on the same day as scheduled.

Non-ambulatory Non-elderly	Any person who must use the lift or the ramp to board the vehicle. Any person under the age determined by the transit authority to be eligible to use the transit service.
Non-group Trip	Individual trips by passengers, including passengers boarding at different addresses and arriving at the same destination; and passengers boarding at the same address and arriving at different destinations.
Passenger Trip	A one-way trip taken by a passenger. A round-trip is two passenger trips.
Revenue Hours	The number of miles the vehicle is driven while carrying any number of passengers. A vehicle carrying five passengers for sixty minutes has been in service for one revenue hour.
Revenue Miles	The number of miles the vehicle is driven while carrying any number of passengers.
Subscription	A trip scheduled on a regular daily or weekly basis by an individual or group.
Passenger Mileage	The number of miles a passenger was on board. Two passengers, riding together for 5 miles are 10 passenger trip miles.
Vehicle Hours	The time that the vehicle leaves for its first trip in the morning until it returns from its last trip at night.
Vehicle Miles	The number of miles the vehicle is driven as recorded on its odometer.

REQUISITION FOR REIMBURSEMENT

Service: Medway Dial-A-Ride

Operator: Medway Council on Aging

Month: _____ Date: _____

		Vehicle Operations		Vehicle Maint		General Admin		TOTAL EXPENSES
		DAR	OP DAR MED	DAR	VM DAR MED	DAR	AD DAR MED	
LABOR								
Operator Salaries & Wages	50000							
Other Salaries & Wages	51000							
FRINGE BENEFITS	52000							
SERVICES:								
Temporary Help	60030							
MATERIALS & SUPPLIES								
Fuel & Lubricants	61000							
Tires & Tubes	61100							
Other Materials & Supplies	61200							
MISCELLANEOUS EXPENSE								
Office Supplies & Expense	66000							
TOTAL EXPENSES								
FAREBOX RECEIPTS	30000							
TOTAL PAYABLE								

EXHIBIT 4

CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

It is agreed between the parties that damages for breach of certain provisions of this Contract would be difficult to ascertain and that liquidated damages should be employed to compensate the Authority for damages caused by such breaches. It is also agreed between the parties that this contract shall continue until terminated according to the appropriate provisions of the contract and that employment of this liquidated damage provision of itself shall not be grounds for termination of this Contract.

Liquidated Damages are as follows:

1. FAILURE TO WASH AND CLEAN VEHICLE EACH WEEK:

Twenty-five and 00/100 (\$25.00) Dollars per breach.
2. FAILURE TO AFFIX AUTHORITY'S LOGO:

Twenty-five and 00/100 (\$25.00) Dollars per breach.
3. FAILURE TO SUBMIT REPORTS UNDER SECTION I, PARAGRAPH "I"
AND "O":

Twenty-five and 00/100 (\$25.00) Dollars damage for each report not submitted on a timely basis, or if the submitted report is inaccurate or if the submitted report is incomplete, provided that the total failure to provide reports is a substantial breach of contract for which the Authority may terminate contract.
4. FAILURE TO REPORT MOTOR VEHICLE ACCIDENTS ON A TIMELY
BASIS IN ACCORDANCE WITH SECTION I, PARAGRAPH "M":

One hundred and 00/100 (\$100.00) Dollars per breach.
5. FAILURE TO REPORT OPERATIONAL PROBLEMS UNDER SECTION I,
PARAGRAPH "N":

One hundred and 00/100 (\$100.00) Dollars per breach. This amount will be deducted if services are not provided for any one day as described in Exhibit 1. Missed trips due to mechanical failure will not be assessed a penalty. However, if eight or more missed trips occur in any calendar month due to mechanical or other operational failure, a damage claim of twenty-five and 00/100 (\$25.00) Dollars will be assessed by the Authority. Repeated failures by the Contractor to perform the service as described in Exhibit 1 will result in termination of the contract under Section III, Paragraph "J".

AGENDA

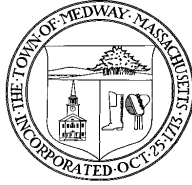
ITEM #2

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

Associated back up materials attached.

- Memo from Susy Affleck-Childs
- Lay out plan

Proposed motion: I move that the Board of Selectmen express its intent to lay out as a public way Azalea Drive from Station 0+00 beginning at its intersection with Dogwood Lane running easterly, then northerly, then westerly through to its end at Station 24+87.19 and Azalea Drive from Station 0+00 beginning at Summer Street and running westerly to the end of that segment at Station 2+47.76, both as shown on the Azalea Drive Street Acceptance Plan dated 5/13/14 prepared by Precision Land Surveying of Southborough, MA and Tetra Tech of Framingham, MA and to refer this matter to the Planning and Economic Development Board for a report and recommendation.



TOWN OF MEDWAY
Planning & Economic Development
155 Village Street
Medway, Massachusetts 02053

MEMORANDUM

August 15, 2014

TO: Medway Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Roadway Layout for Azalea Drive

We are working toward street acceptance at the 2014 fall town meeting for Azalea Drive. Azalea Drive is one of the long-standing, unaccepted subdivisions we have focused on during FY 14. The bond funds have been released by TD Bank, the Bank has provided a road deed to the Town, a street acceptance plan has been prepared, and title research has been completed.

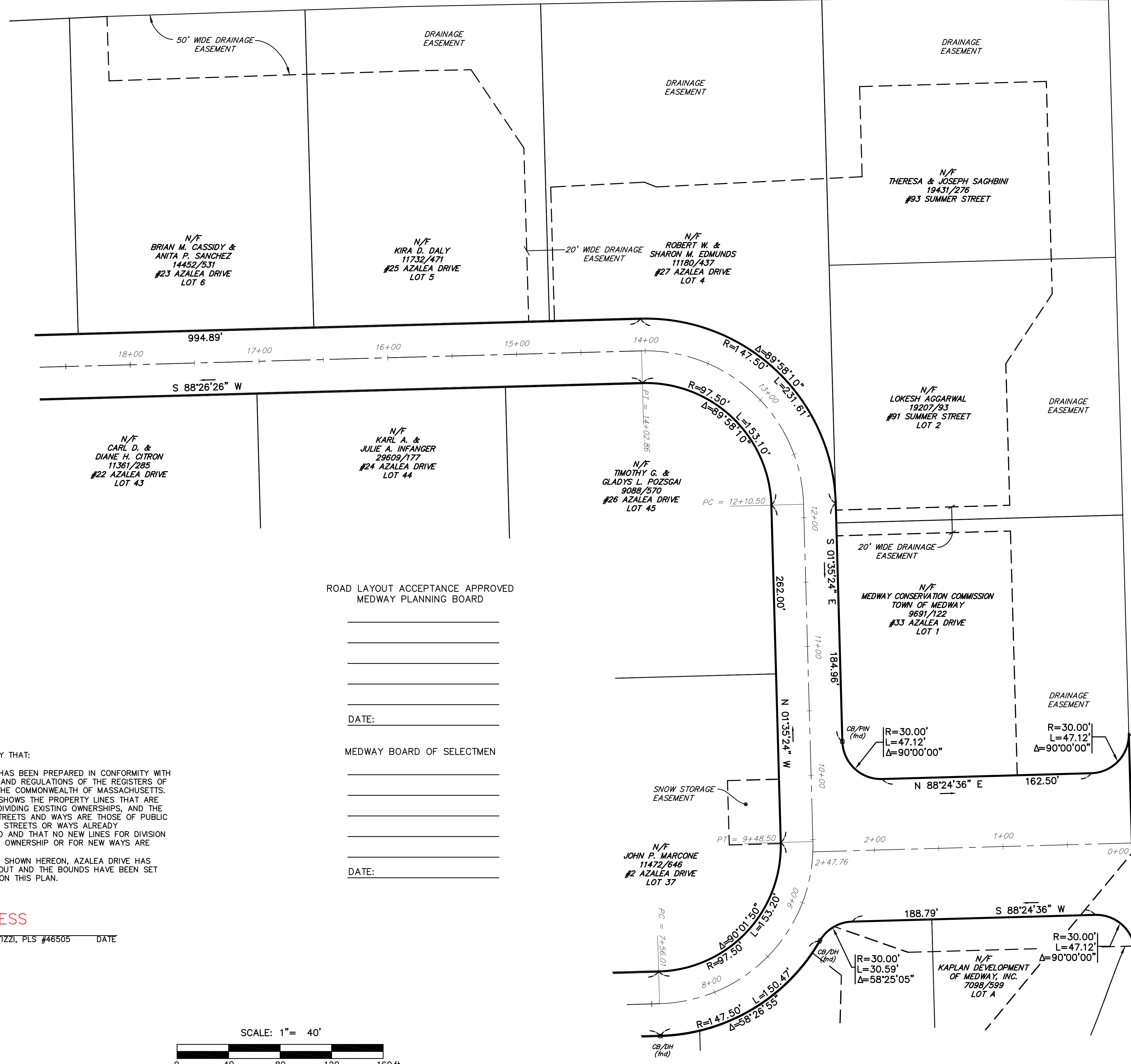
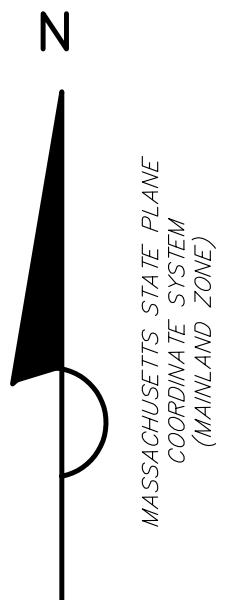
At its August 12, 2014 meeting, the Planning and Economic Development Board voted to request that the Board of Selectmen begin the roadway lay out process by voting its intent to lay out Azalea Drive as a public way and to refer the matter to the Planning and Economic Development Board for a report and recommendation. The PEDB asks that you consider this matter at the 9/2/14 BOS meeting.

The roadway lay out currently under consideration is shown on the *Azalea Drive Street Acceptance Plan*, dated 5/13/2014, prepared by Precision Land Surveying of Southborough, MA and Tetra Tech of Framingham, MA. A copy of this plan is provided.

Recommended Motion: *I move that the Board of Selectmen express its intent to lay out as a public way Azalea Drive from Station 0+00 beginning at its intersection with Dogwood Lane running easterly, then northerly, then westerly through to its end at Station 24+87.19 and Azalea Drive from Station 0+00 beginning at Summer Street and running westerly to the end of that segment at Station 2+47.76, both as shown on the Azalea Drive Street Acceptance Plan dated 5/13/2014 prepared by Precision Land Surveying of Southborough, MA and Tetra Tech of Framingham, MA and to refer this matter to the Planning and Economic Development Board for a report and recommendation.*

Below is a *Synopsis of Roadway Layout/Street Acceptance Process* that was established in 2007 with the assistance of Town Counsel Barbara Saint Andre. The BOS' vote of intent and referral to the Planning and Economic Development Board is the required first step to begin the process. The recommended dates for action for Azalea Drive are included.

1. The BOS, by its own action, or upon request of the PEDB, or by petition by one or more inhabitants, initiates the process to lay out a road as a public way. At a BOS meeting (September 2, 2014), the BOS will be asked by the PEDB to vote that it “*intends to lay out the road as a public way*” and refer the matter to the PEDB for a report and recommendation.
2. The PEDB has 45 days to consider the matter, vote on it at a duly posted public meeting (September 9, 2014), and provide a report and its recommendation back to the BOS.
3. The BOS holds a public hearing (tentative - September 22, 2014) to lay out Azalea Drive. Abutting property owners are notified. The BOS vote should reference the street acceptance plan.
4. The BOS vote and the street acceptance plan showing the roadway layout must be filed with the Town Clerk at least seven (7) days prior to the date that Town Meeting votes to accept the road as a public way. (Town Meeting is November 10, 2014.)
5. Town Meeting votes to accept the road as laid out by the BOS as a public way.
6. BOS votes to accept the conveyance of the deed from TD Bank. The BOS and PEDB sign the Street Acceptance Plan.
7. Deed, acceptance of deed, and Street Acceptance Plan are recorded at Norfolk County Registry of Deeds.



ROAD LAYOUT ACCEPTANCE APPROVED
MEDWAY PLANNING BOARD

DATE: _____

MEDWAY BOARD OF SELECTMEN

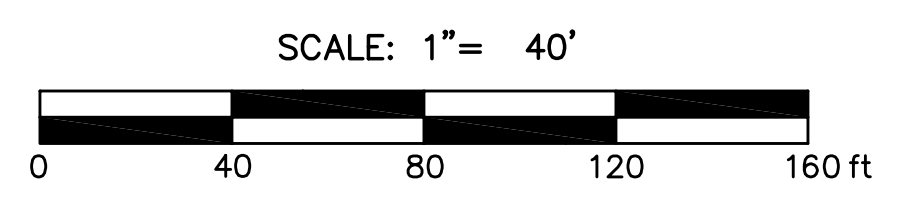
DATE: _____

I HEREBY CERTIFY THAT:

- 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
- 2) THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.
- 3) THE STREET SHOWN HEREON, AZALEA DRIVE HAS BEEN LAID OUT AND THE BOUNDS HAVE BEEN SET AS SHOWN ON THIS PLAN.

PROGRESS

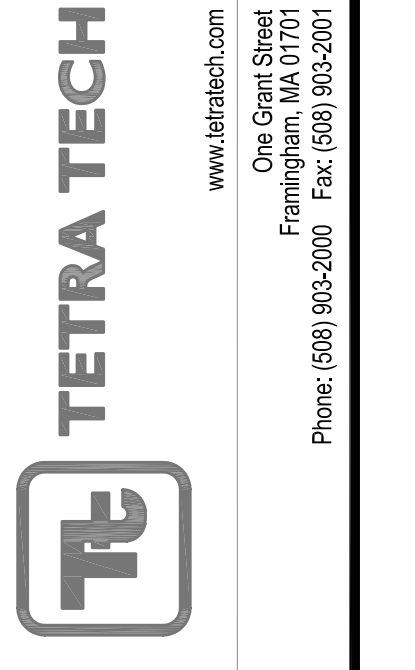
MICHAEL A. PUSTIZZI, PLS #46505 DATE _____



PLAN REFERENCES
NORFOLK COUNTY REGISTRY OF DEEDS
PLAN 1082 OF 1988 (PLAN BOOK 373)
PLAN 264 OF 1992 (PLAN BOOK 405)
PLAN 724 OF 1992 (PLAN BOOK 409)

NOTE:
1) THIS PLAN AND THE SURVEY ON WHICH IT WAS BASED WERE PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND ARE SUBJECT TO THE FINDINGS SUCH A REPORT MAY DISCLOSE.

REGISTRY USE ONLY



Precision Land Surveying, Inc.
32 Timpale Road
Southborough, Massachusetts 01772
TEL No. (508) 462-1788 FAX No. (508) 970-0096
4210PL1.DWG

MARK	DATE	DESCRIPTION

TOWN OF MEDWAY
AZALEA DRIVE
MEDWAY, MASSACHUSETTS
STREET ACCEPTANCE PLAN

Project No.:
Date: 5/13/14
Designed By:
Drawn By:
Checked By:

SHEET 2

5/23/2014 2:31:12 PM - J:\SDSKPROJ\4210\DWG\4210PL1.DWG - DAVID

Copyright: Tetra Tech

Bar Measures 1 inch

AGENDA

ITEM #3

**Report – Town Website and Social Media
Plans – Richard Boucher, IS Dir.**

No associated back up materials.

AGENDA

ITEM #4

Public Hearing – Medway Oil – Amendment to License to Store Flammables, Combustibles or Explosives on Land in Buildings or Structures.

Associated back up materials attached.

- Public hearing notice
- Application

Proposed motions:

1. I move that the Board open a public hearing on the matter of Medway Oil's request to amend its license for use of land for storage of flammable and combustible liquids, solids and gases.
2. I move that the Board close the public hearing.
3. I move that the Board approve an amendment to Medway Oil's license for 37 Broad Street to increase the maximum underground storage of LP-Gas to 60,000 gallons and 1,000 gallons above ground.



FP-2A
(Rev. 04-2010)

The Commonwealth of Massachusetts
City/Town of MEDWAY

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates
LAT.
LONG.
License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 37 BROAD ST. 60-026 ID#
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: 37 BROAD ST. REALTY TRUST

Address of Land Owner: 37 BROAD STREET MEDWAY, MA 02053

Use and Occupancy of Buildings and Structures: RETAIL FUEL SALES - TRUCK TERMINAL

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments
1972
Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 14; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet	CONTAINER UST, AST, IBC, drums

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 6)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 1000 GALS
List sizes and capacities of all aboveground containers used for storage: 1000 GALLON TANK (1)

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 60,000 GALS
List sizes and capacities of all underground containers used for storage: (2) 30,000 GALLON TANKS

Total aggregate quantity of all LP-gas to be stored: 61,000

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 2)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 13)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, JEFFREY S. MUSHNICK hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Jeff S. Mushnick Date 8/20/14 Name JEFFREY S. MUSHNICK

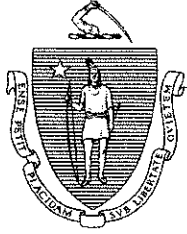
Fire Department Use Only

I, Jeffrey R. Lynch, Head of the MEDWAY Fire Department endorse this application with my

Approval Disapproval

Signature of Head of the Fire Department [Signature] Date 8/21/14

Recommendations: _____



FP-2
(Rev. 05-2009)

The Commonwealth of Massachusetts
City/Town of MEDWAY
License

Massachusetts General Law, Chapter 148 §13

New License Amended License

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws, a license is hereby granted to use the land herein described for the purposes described.

GIS Coordinates

LAT.

LONG.

License Number

Location of Land: 37 BROAD STREET 60-026 I.D.#
Number, Street and Assessor's Map and Parcel ID

Owner of Land: 37 BROAD ST. REALTY TRUST

Address of Land Owner: 37 BROAD ST. MEDWAY, MA 02053

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums

LP-gas (Complete this section for the storage of LP-gas or propane)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 1000 GALS
List sizes and capacities of all aboveground containers used for storage _____

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 60,000 GALS
List sizes and capacities of all underground containers used for storage 2 - 30,000 GALLON TANKS

Total aggregate quantity of all LP-gas to be stored: 61,000 GALLONS

Fireworks (Complete this section for the storage of fireworks)

❖ Maximum amount (in pounds) of Class 1.3G: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____

❖ Maximum amount (in pounds) of Class 1.4: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

Explosives (Complete this section for the storage of explosives)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

ADDITIONAL RESTRICTIONS:

Signature of Licensing Authority _____ Title _____ Date _____

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY
POSTED ON THE LAND FOR WHICH IT IS GRANTED.**



*The Commonwealth of Massachusetts
Department of Fire Services - Underground Storage Tank Program*

City or Town Medway Date: 2/1/2014

REGISTRATION

This is to certify that: MEDWAY OIL COMPANY License Holder has, in accordance with the provisions of Chapter 148, Section 13, of the General Laws, filed with me a certificate of registration setting forth that

MEDWAY OIL COMPANY Name of Holder is the holder of the of the licensed granted APRIL 1, 1972 Date

for the lawful use of the building(s) or other structure(s) situated or to be situated at

37 BROAD STREET, MEDWAY, MA 02053 Address of Location

as related to the KEEPING, STORAGE, MANUFACTURE

OR SALE OF FLAMMABLES OR EXPLOSIVES.

[Signature]
Signature and Official Title

Note: A certificate of registration must be filed on or before April 30th of each year
THIS REGISTRATION MUST BE CONSPICUOUSLY POSTED ON THE PREMISES

**TOWN OF MEDWAY
NOTICE OF PUBLIC HEARING
APPLICATION FOR LICENSE AMENDMENT FOR
UNDERGROUND STORAGE OF FLAMMABLES, COMBUSTIBLES OR EXPLOSIVES
ON LAND IN BUILDINGS OR STRUCTURES**

The Board of Selectmen will hold a public hearing on Tuesday, September 2, 2014 at 7:00PM in Sanford Hall, Town Hall, 155 Village Street, in accordance with the provisions of Chapter 148 of the Massachusetts General Laws, on the application to amend the license for use of land for storage of flammable and combustible liquids, solids and gases submitted by Medway Oil & Propane, 37 Broad Street, Medway, MA. Anyone wishing to be heard on this application should appear at the hearing.

Medway Board of Selectmen
Dennis Crowley, Chair

Mr. & Mrs. James Foster
34 Broad Street
Medway, MA 02053

Mr. Neal Olsen
74 Harding Road
Medfield, MA 02052

Gregory Family Trust
Bruce KB, Judith E. Trustees
33 Broad Street
Medway, MA 02053

Mr. Roy Young
7 Church Street
Medway, MA 02053

Mrs. Marie Bassignani
11 Sanderson Street
Medway, MA 02053

Matondi Family Trust
M & N Matondi TRS
26 Pine Street
Medway, MA 02053

Mr. Ralph Caton
39 Broad Street
Medway, MA 02053

Hidden Acres Realty II LLC
David L. Cassidy
86 Holliston Street
Medway, MA 02053

Michael Boynton
Town Administrator
c/o Town of Medway
155 Village Street
Medway, MA 02053

7013 1710 0001 7298 9462

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
MEDWAY MA 02053

Postage	\$ 0.49	
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	

Sent To: *Michael Boynton Town Administrator*
 Street, Apt. No., or PO Box No. *155 Village Street*
 City, State, ZIP+4 *Medway, Ma 02053*

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0001 7298 9462

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
MEDWAY MA 02053

Postage	\$ 0.49	
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	

Sent To: *Hidden Acres Realty II LLC / David Cassidy*
 Street, Apt. No., or PO Box No. *86 Holliston Street*
 City, State, ZIP+4 *Medway, Ma 02053*

PS Form 3800, August 2006 See Reverse for Instructions

6446 9498 7298 9462

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
MEDWAY MA 02053

Postage	\$ 0.98	
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.98	

Sent To: *Mr. Ralph Caton*
 Street, Apt. No., or PO Box No. *39 Broad Street*
 City, State, ZIP+4 *Medway, Ma 02053*

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0001 7298 9462

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
MEDWAY MA 02053

Postage	\$ 0.49	
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	

Sent To: *Matordi Family Trust / M+K Matordi TRS*
 Street, Apt. No., or PO Box No. *26 Pine Street*
 City, State, ZIP+4 *Medway, Ma 02053*

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0001 7298 9462

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
MEDWAY MA 02053

Postage	\$ 0.49	
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	

Sent To: *Mr. Roy Young*
 Street, Apt. No., or PO Box No. *7 Church Street*
 City, State, ZIP+4 *Medway, Ma 02053*

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0001 7298 9462

U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
MEDWAY MA 02053

Postage	\$ 0.49	
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	

Sent To: *Mrs. Marie Bassignani*
 Street, Apt. No., or PO Box No. *11 Sanderson Street*
 City, State, ZIP+4 *Medway, Ma 02053*

PS Form 3800, August 2006 See Reverse for Instructions

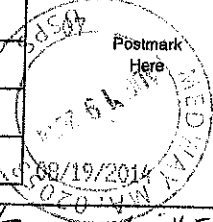
9516 9827 7298 9523
7013 1710 0001 7298 9523

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Medway MA 02053 OFFICIAL USE

Postage	\$ 0.49	0453
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	



Sent To
Gregory Family Trust / Bruce & Judith E. Traders
 Street, Apt. No.,
 or PO Box No. *33 Broad Street*
 City, State, ZIP+4
Medway, MA 02053

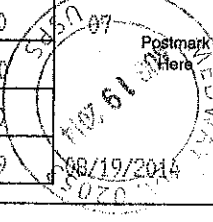
PS Form 3800, August 2006 See Reverse for Instructions

CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Medfield MA 02052 OFFICIAL USE

Postage	\$ 0.49	0453
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	



Sent To
Mr. Neal Olsen
 Street, Apt. No.,
 or PO Box No. *74 Harding Street*
 City, State, ZIP+4
Medfield, MA 02052

PS Form 3800, August 2006 See Reverse for Instructions

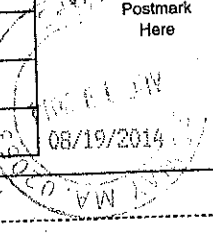
9530 7298 9523
7013 1710 0001 7298 9523

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Medway MA 02053 OFFICIAL USE

Postage	\$ 0.49	0453
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	



Sent To
Mr & Mrs James Foster
 Street, Apt. No.,
 or PO Box No. *34 Broad Street*
 City, State, ZIP+4
Medway, MA 02053

PS Form 3800, August 2006 See Reverse for Instructions

AGENDA

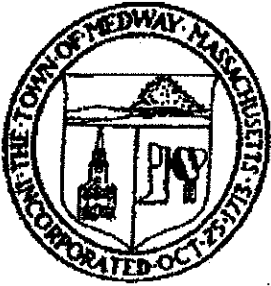
ITEM #5

Approval – Common Victualler License Application – Cumberland Farms

Associated back up materials attached.

- Application

Proposed motion: I move that the Board approve the common victualler license submitted by Cumberland Farms for its location at 38 Summer Street.



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

APPLICATION FOR COMMON VICTUALLER LICENSE

License Fee - \$50.00

Common Victualler License Only

Common Victualler with Liquor License

8/26/14
Date

New Application Transfer / From _____ Other _____

Name of Applicant: Cumberland Farms, Inc.

Telephone # _____ FAX _____ E-Mail # _____

Social Security #: _____ or Federal ID #: _____

Business Name: Cumberland Farms #6740

Business Address: 38 Summer Street

Telephone _____ FAX _____ E-Mail _____

Name of Proposed Establishment: _____

Days & Hours of operation: 5am - 10pm - Sun - Sat -

Property Owner: Cumberland Farms

Property Owner's Mailing Address: 100 Crossing Blvd. Framingham Ma.

Change in Floor Plan must be approved by the Board of Selectmen

Copy of Floor Plan Enclosed _____

Maximum Seating # Picnic Tables Outside

Copy of Site Plan Enclosed _____

Maximum Occupancy # _____

Manager: Nicole Parrella

Assistant Manager: TBA

(Alcohol License Only)

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owed have been paid:

Richard Fournier
Applicant's Signature

Richard Fournier
Tax Manager

Name of Person(s) in Charge who hold a Food Certificate (i.e. Serv-Safe)
ATTACH A COPY OF EACH CERTIFICATE (including any Allergen Certificates held):

Nicole A. Parrella - copy attached

Person(s) Trained in Anti-Choking Procedures (if 25 or more seats): *N/A*

Attestation:

I, the undersigned, attest to the accuracy of the information provided in this application and I affirm that the food establishment operation will comply with 105 CMR 590.000, the federal Food Code and all other applicable laws. Pursuant to MGL Ch.62C, sec 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state taxes required by law.

Signature of Applicant: 

Date Signed: *6/2/14*

Social Security or Federal ID#: _____

Signature of Owner, Individual or Corporate Name: *Cumberland Farms, Inc.*

DO NOT FILL OUT BELOW THIS LINE

COMMONWEALTH OF MASSCHUSETTS
TOWN OF MEDWAY
BOARD OF HEALTH

Cumberland Farms #6740
ESTABLISHMENT NAME

38 Summer St. Medway MA
ESTABLISHMENT ADDRESS

IS HEREBY GRANTED A *Retail/Frozen/Tobacco* PERMIT

This permit is granted in conformity with the statues and ordinances relating thereto, and expires December 31st 2014 unless sooner suspended or revoked.

PERMIT(s) #: _____

FEE PAID: *\$300 ck # 345815*

DATE ISSUED: _____

APPROVED BY: _____

BOARD OF HEALTH/HEALTH AGENT

AGENDA

ITEM #6

Appointment – Representative to Regionalization Task Force

Associated back up materials attached.

- Excerpt of 3/17/14 Selectmen's meeting minutes on this topic

Note: Medfield Selectmen Richard DeSorgher would like to convene the first Regionalization Task Force meeting in September and has asked for Medway to designate a Selectman to it. Mr. DeSorgher attended the March 17, 2014 Selectmen's meeting to speak about this topic.

March 17, 2014 Board of Selectmen's Meeting

(excerpt)

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

There were no supporting materials.

Present: Richard DeSorgher, Selectman, Town of Medfield.

Chairman Trindade introduced the members of the Board. Mr. DeSorgher stated he was meeting with the Board tonight for a number of reasons. New England features strong individual town governments unlike county systems in other parts of the country. Medfield is faced with budget and tax issues, and he is looking for ways to preserve the quality of life without chasing people out of town. In an attempt to preserve the township system, he is proposing a multi-town committee comprised of 5-7 communities in this area. This committee, mainly for the purposes of exploring the sharing of information and equipment, would focus on the sharing of information such as how to collect delinquent fees, equipment maintenance costs, sharing of services such as a veterans' agent, sealer of weights and measures, tree warden, etc. This could include combining two part-time positions into one full-time one which may attract individuals who are better qualified.

Mr. DeSorgher suggested that each participating community appoint one representative. The goal is to have someone appointed before summer starts and to share information with others in the group.

Chairman Trindade stated this is a terrific idea, and that the Board has tried it. For some of the smaller things, it is definitely worth a try. Some things were not as successful, but the Board learned from it. The attempt to regionalize library services was not successful either-- one community was in favor, the other very much against it.

Selectman White agreed that all towns need to look into it, noting that Medway does it with an Animal Control Officer shared with the Town of Millis.

Selectman Foresto reminded the Board that a similar committee was formed about four years ago. The group met once and then could not manage to get together again. Sharing information is important as all communities are dealing with the same issues.

Selectman Crowley stated that this is the first time a selectman from another community has come forward to meet with the Board. Information on various topics, such as trash collection, would be invaluable.

It was noted that the communities would include Medfield, Millis, Dover, Sherborn, Norfolk, and Walpole, in addition to Medway. Mr. DeSorgher will be visiting the Selectmen in other towns in the coming weeks. He clarified that his attendance this evening was the result of being unanimously voted that he be the official representative. He urged the Board to choose its representative so that the group could hopefully get together before the summer break.

Brief discussion followed on Medfield's DPW barn. Mr. DeSorgher reported that the Town of Medfield accomplished it with a \$9.5 million override.

AGENDA

ITEM #7

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

Associated back up materials attached.

- Draft of updated committee composition

Proposed motion: I move that the Board appoint Michael Boynton to the School Building Committee to replace Suzanne Kennedy and James MacLean to replace David Verdolino.

	2012	2014
Designation	Name	
Local Chief Executive Officer	Andrew Espinosa	(Dennis Crowley)
Town Administrator	Suzanne Kennedy	Michael Boynton
School Committee Members	Debora Trindade	Debora Trindade
	Cindy Sullivan	Cindy Sullivan
Supt. Of Schools	Judith Evans	Judith Evans
Local Office for Facility Maint.	David Verdolino	James MacLean
Representative of Office Authorized by law to construct school buildings	Dennis Crowley	Dennis Crowley
School Principal	Armand Pires	Armand Pires
Member knowledgeable in educational mission and function	Tina Wright	Tina Wright
Local Budget official or member of Fin Com	Martin Dietrich	Vacant
Member of Community with Arch, Eng, and or Construction Experience	Vacant	Vacant
Member of Community with Arch, Eng, and or Construction Experience	Lawrence Muench	Lawrence Muench (Chair as of 8/1/13)
Member knowledgeable in procurement law	Carol Pratt	Carol Pratt
CIP Representative	Tom Anderson (Chair as of 2/15/12)	Vacant

AGENDA

ITEM #8

**Approval – One-Day Wine & Malt
License – Medway Business Council –
Sept. 17, 2014**

Associated back up materials attached.

- Application
- Police Chief's recommendation

Note: there is a \$50 fee for this license which may be waived at the Selectmen's discretion.

Proposed motion: I move that the Board approve the Medway Business Council's Request for a one-day wine and malt license for the Thayer Homestead at 2B Oak St on September 17, 2014, with the stipulation that the wine and beer be purchased from a licensed alcohol wholesale distributor.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
Ph. (508) 533-3264 Fax: (508) 321-4899

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol Wine and Malt

Event Introduction of new town administrator + networking

Name of Organization/Applicant Medway Business Council

Address PO Box 45

SS# or FID# _____

Phone () _____ Fax () _____ Email medwaybusinesscouncil.org

Non-Profit Organization Y N see letter

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date Sept 17, 2014

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5-7 PM

Is event open to the general public? Y N local businesses

Estimated attendance 30 +/-

Will there be an age restriction? Y N

Minimum age allowed:

How, where and by whom will ID's be checked? At the area where the liquor is served. - Bartender, Ami Morgado (certified)

Is there a charge for the beverages? Y N X
Price structure: _____

Alcohol server(s) _____
Attach Proof of Alcohol Server Training
- attached -

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y X N bartender does
Experience yes. certified bartender - see attached certificate

The following may be required:
Police Dept. - Detail; Fire Dept. - Detail; Board of Health - Food Permit; Building Dept. - Tent Permit

Date of Application 8/27/14

Applicant's Signature Debra Moshier

Applicant's Name Debra Moshier, Program Chair for MBC.

Address 3 John St., Medway

Phone _____ ax () _____ Email _____

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



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

August 27, 2014

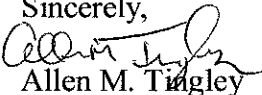
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Medway Business Council

I have reviewed the request from the Medway Business Council for a one day liquor license for their monthly business council meeting to be held at the Thayer House, 2B Oak Street, on September 17, 2014. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

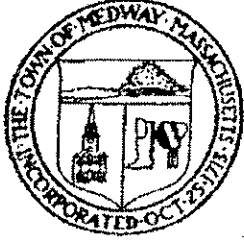
ITEM #9

Approval – Action for Jackson Motorcycle Ride – Sept. 20, 2014

Associated back up materials attached.

- Application

Proposed motion: I move that the Board approve the Action for Jackson Motorcycle Ride to benefit the Down Syndrome Program Clinic at Boston Children's Hospital to be held on September 20 conditioned upon the recommendation of the Police Department.



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

PUBLIC EVENT APPLICATION
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)

Today's Date: 8/29/14

Applicant Name: _____

Applicant's Organization: Action for Jackson

Contact Name: Brian Bisazza

Address: 105 Woodland St. Holliston

Telephone # 774 229 6071 Email: bbisazza@yahoo.com

Event Date and Hours: September 20

Location of Event: (Must provide written permission of property owner)

Medway VFW

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location:

VFW - Right onto Lorena to Winthrop into Holliston.
(Reverse on return to Medway VFW at conclusion of ride.)

[Attach map of route]

Description of Event and Proposed Activities:

Motorcycle Ride followed by
lunch and D.J.

Expected Number and Type of Participants (persons, animals, vehicles):

100 bikes

Audience/Spectator Estimate: 150

Describe all crowd control, traffic control, or other safety measures:

Insurance Information: _____

Issuing Company: _____

Public Liability Coverage Limit: _____

Requirements:

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

NOTE: Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

If fundraising:

Provide evidence of non-profit status

Estimated expenses: _____

Estimated profit: _____

Describe how proceeds will be expended:

Boston Childrens Hospital

Applicant, By: _____
Signature

Print Name, Title

- Food Permits - Contact Board of Health for requirements 508- 533-3206
- Fire Details-Permits - Contact Fire Department for required permits 508-533-3213
- Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253
- Police Details – Contact Police Department - Safety Officer - 508-533-3212

Workers Compensation Affidavit & Information Page from the Workers Comp. Policy must be submitted before license is issued.



Boston Children's Hospital Trust

401 Park Drive, Suite 602, Boston, MA 02215
617-355-6890 | fax 617-355-6530
bostonchildrens.org/giving

July 14, 2014

To Whom It May Concern:

This letter confirms that the undersigned is aware of the efforts of Wendy Bisazza to organize *Action for Jackson* on September 20, 2014 to benefit Boston Children's Hospital. Wendy has informed us that the fundraiser's proceeds will benefit the Down Syndrome Program Clinic at the hospital.

While Boston Children's Hospital does not enter into direct sponsorship with third-party fundraisers, provide any financial support or assume any liability for the fundraising coordinator, we want you to know that Wendy is authorized to raise money to benefit Boston Children's effective July 14, 2014 until October 1, 2014. Boston Children's Hospital is a 501(c)(3) registered nonprofit organization dedicated to its missions of patient care, research, education and community health. The organization's federal ID number is 04-277-4441.

Any support you may provide to help make this fundraiser a success is greatly appreciated—and helps us maintain a level of excellence as we care for children around the world. If you have any questions, please contact me at 857-218-5082 or via email at tara.tonello@chtrust.org.

Warm regards,

A handwritten signature in cursive script that reads "Tara Tonello".

Tara Tonello
Special Events Officer

Action for Jackson
September 20, 2014

AGENDA

ITEM #10

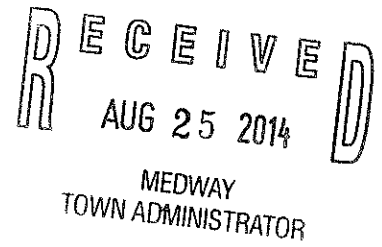
Vote – Consent to Petrini & Associate’s Representation of the Affordable Housing Trust in the Matter of 6 Cutler St (formerly the American Legion)

Associated back up materials attached.

- Correspondence from Town Counsel

Note: Consent may be withdrawn if the Board determines later that the representation does adversely affect or materially limit its representation of the Town.

Proposed motion: I move that the Board determine, pursuant to Supreme Judicial Court Rule 3:07, PR 1.7(a) and (b), that Petrini & Associate’s representation of the Town of Medway’s Affordable Housing Trust (AHT) will not materially limit its responsibilities to the Town of Medway in matters related or not related to the potential purchase of 6 Cutler Street and that the Medway Board of Selectmen consent to Petrini & Associate’s representation of the AHT.



August 19, 2014

Board of Selectmen
Town of Medway
155 Village Street
Medway, MA 02053

Re: **Determination and Consent Representation of the Town of Medway
Affordable Housing Trust in Relation to 6 Cutler Street**

Dear Members of the Board of Selectmen:

As you know, this firm serves as Town Counsel to the Town of Medway. The firm also serves as counsel on occasion to the Town of Medway Affordable Housing Trust (AHT). We have been asked by the AHT to provide legal services regarding an offer to purchase property at 6 Cutler Street, Medway, the American Legion building. This property was conveyed to the Trustees of the American Legion Building Committee by the town in 1947. There is a proviso in the Trust that, if the American Legion post were ever dissolved, etc. the property would return to the Town until such time as the post was re-established. Accordingly, the Town may have some interest in this matter.

Therefore, with respect to work on this matter, this letter shall serve as a disclosure of the interest that our position as counsel to both clients creates pursuant to the Rules of Professional Conduct applicable to members of the Massachusetts Bar.

It is possible for this firm to represent the AHT in this matter only if we comply with the applicable Rules of Professional Conduct that require our full disclosure of the interest described above. We must also obtain the express consent of the Appointing Authority. The purpose of this letter is to make such disclosure and to request that you determine whether you permit such representation as it pertains to this matter.

DISCLOSURE – G.L. C. 268A, §23

In addition, G.L. c. 268, §23, prohibits a municipal employee from acting in any manner “which would cause a reasonable person to conclude that any person can

improperly influence or unduly enjoy ... favor in the performance of [Petrini & Associates] official duties ...” To the extent that Petrini & Associates, P.C. would be considered an employee under G.L. c. 268A, General Laws Chapter 268A, §23(b)(3) provides that disclosure of all relevant facts to you as the Appointing Authority of Town Counsel makes such a conclusion unreasonable.

DETERMINATION – RULES OF PROFESSIONAL CONDUCT

Section 1.7(a) of the Rules of Professional Conduct provides that a lawyer shall not represent one client in a matter that is directly adverse to another client, unless the lawyer reasonably believes that such representation will not adversely affect the relationship with the other client and each client consents. Rule 1.7(b) has a similar provision for matters that may not be directly adverse but where representation might be materially limited by the lawyer’s responsibilities to the other client, again requiring the consent of each client.

Under the Rules of Professional Conduct, 1.7(a) and (b), it is my belief that representation of the AHT for the purposes and as described above, will not adversely affect the representation of the Town, and such representation will not be materially limited by Petrini & Associate’s responsibilities to the AHT. Nonetheless, as the proceedings on this matter progress, it is possible that an adverse interest could arise. It is your determination as Appointing Authority, however, which is controlling as to whether the representation of the AHT as described herein will not adversely affect or materially limit Petrini & Associates representation of the Town of Medway. In the event that at the present time you determine that the representation will not be adversely affect or materially limit, you may later withdraw consent, if the situation changes.

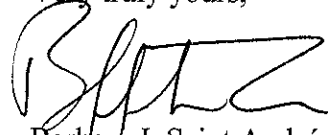
Therefore, I request that you, as Appointing Authority for Town Counsel, consent to our representation of the AHT. Should you so consent, I ask that you execute the enclosed determination as required by the Rules of Professional Conduct.

I request that the determination issued by the Appointing Authority be maintained by the Town Clerk and kept open to public inspection as required by the Conflict of Interest Law. G.L. c. 268A, §24. If you agree to the determination, please sign the two originals provided, return one copy to this office, and file the other with the Town Clerk. I have attached copies of the relevant sections of the Rules of Professional Conduct and Conflict of Interest Law for your convenience. I am also copying this letter to the Town Clerk.

Board of Selectmen
August 19, 2014
Page 3

I would be happy to discuss this matter further with you if you so desire, so please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Saint André', written in a cursive style.

Barbara J. Saint André

Enclosures (G.L. c. 268A, §23, PC Rule, §1.7)

cc: Town Clerk

2014.08.19 Let to BOS re AHT purchase (1301-01)

**PART IV** CRIMES, PUNISHMENTS AND PROCEEDINGS IN CRIMINAL CASES**TITLE I** CRIMES AND PUNISHMENTS**CHAPTER 268A** CONDUCT OF PUBLIC OFFICIALS AND EMPLOYEES**Section 23** Supplemental provisions; standards of conduct

Section 23. (a) In addition to the other provisions of this chapter, and in supplement thereto, standards of conduct, as hereinafter set forth, are hereby established for all state, county, and municipal employees.

(b) No current officer or employee of a state, county or municipal agency shall knowingly, or with reason to know:

(1) accept other employment involving compensation of substantial value, the responsibilities of which are inherently incompatible with the responsibilities of his public office;

(2) (i) solicit or receive anything of substantial value for such officer or employee, which is not otherwise authorized by statute or regulation, for or because of the officer or employee's official position; or (ii) use or attempt to use such official position to secure for such officer, employee or others unwarranted privileges or exemptions which are of substantial value and which are not properly available to similarly situated individuals;

(3) act in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion; or

(4) present a false or fraudulent claim to his employer for any payment or benefit of substantial value.

(c) No current or former officer or employee of a state, county or municipal agency shall knowingly, or with reason to know:

(1) accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority;

(2) improperly disclose materials or data within the exemptions to the definition of public records as defined by section seven of chapter four, and were acquired by him in the course of his official duties nor use such information to further his personal interest.

(d) Any activity specifically exempted from any of the prohibitions in any other section of this chapter shall also be exempt from the provisions of this section. The state ethics commission, established by chapter two hundred and sixty-eight B, shall not enforce the provisions of this section with respect to any such exempted activity.

(e) Where a current employee is found to have violated the provisions of this section, appropriate administrative action as is warranted may also be taken by the appropriate constitutional officer, by the head of a state, county or municipal agency. Nothing in this section shall preclude any such constitutional officer or head of such agency from establishing and enforcing additional standards of conduct.

(f) The state ethics commission shall adopt regulations: (i) defining substantial value; provided, however, that substantial value shall not be less than \$50; (ii) establishing exclusions for ceremonial privileges and exemptions; (iii) establishing exclusions for privileges and exemptions given solely because of family or friendship; and (iv) establishing additional exclusions for other situations that do not present a genuine risk of a conflict or the appearance of a conflict of interest.

Rule 1.7 Conflict of Interest: General Rule

(a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

- (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
- (2) each client consents after consultation.

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:

- (1) the lawyer reasonably believes the representation will not be adversely affected; and
- (2) the client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

AGENDA

ITEM #11

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

No associated back up materials.

AGENDA ITEM #12

**Opening of Fall Town Meeting Warrant
(Warrant Closing Sept. 22, 2014)**

Associated back up materials attached.

- Fall Town Meeting calendar

2014 Fall Town Meeting Calendar

DRAFT

Activity	Date
Board of Selectmen (BOS) Adopts Warrant	October 6, 2014
Fall Town Meeting (FTM)	November 10, 2014

Date	Activity	Responsibility
Sep 2-22	Opening/Closing of ATM Warrant	BOS & Town Admin.
Sep 23	Compilation of Draft Warrant	Town Admin.
Sep 24-30	Legal Review and Approval of Warrant	Town Counsel
Oct 6	Review and Approval of Warrant, Adopt Recommendations	BOS
Oct 7	Transmittal of Warrant to Finance Committee (FinCom)	BOS
Oct 7-23	Review of Warrant by FinCom	FinCom
Oct 24	Warrant Posted per Charter	BOS
14 days before FinCom Public Hearing*	Post Date of FinCom Public Hearing in: 1. Milford Daily News (must be provided 3-4 days prior to date you want published) 2. FinCom Website Page 3. Town Clerk to Post	FinCom
Week of Oct 20*	FinCom Public Hearing	FinCom
Oct 22**	Adoption of FinCom Warrant Recommendations	FinCom
Nov 10	Fall Town Meeting	BOS, FinCom, Town Clerk, Moderator

Activity	Date
Constable Posts Warrant	Oct 24, 2014

- * 1. Recommended date of Public Hearing Wed., Oct. 22, 2014
- 2. Notify Community News. Co. of public hearing notice to be placed in *Milford Daily News*. CNC needs three to four business days advance notice to place a legal ad; CNC's phone#: 800-624-7355, email:legals@cnc.com.
- ** Charter reference (7-5-2) The finance committee shall report its recommendations, in writing, on the articles for which it held public hearings in accordance with the board of selectmen's budgeting calendar for the annual town meeting, and at least 10 days before any other town meeting.

AGENDA ITEM #13

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	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
6	2/24/2014	Report on unaccounted for water	T.Holder	Last report 8/11/14
7	7/22/2014	Net-metering Agreement	J.Foresto	Ongoing
8	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
9	7/28/2014	Zoning Bylaw reorganization	SAC/Judi Barrett	2014 Fall Town Meeting
10	7/28/2014	DPS Facility Study	G. Trindade	1st Mtg - Sep 25
11	8/11/2014	McGovern School windows project (final design)	School Dept.	March or April 2015
12	8/11/2014	Discussion with CRPCD Reps	BOS	October 2014
13	8/11/2014	Banner Display Policy - Zoning Bylaw Amendment	TA's Office	2014 Fall Town Meeting

AGENDA

ITEM #14

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #15

Selectmen's Reports