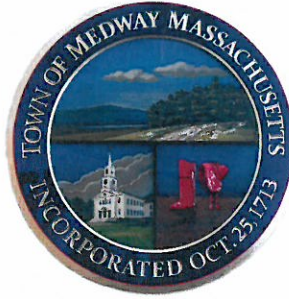


Board of Selectmen

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



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

October 13, 2015, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments
 - Exelon feedback
- Executive Session – Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body [54R Adams Street]

Other Business

1. Appointment – David Blackwell – Conservation Commission
2. Authorization of Chairman to Execute Contract for Medway Middle School Renovations – Tower Construction - \$244,200
3. Authorization of Town Administrator to Execute Traffic Control Agreement with MassDOT – Route 109
4. Authorization of Chairman to Execute Contract with MassDOT – Route 109 Fiber Optics - \$8,704.00
5. Acceptance of Trail Drive [Norwood Acres; Action postponed at 8/31/15 meeting]
6. Approval – Millstone Builders, LLC Request to Refinance Mortgage [Millstone Condominium Project]
7. Presentation – Master Plan Mid-Point Report
8. Approval – Purchase and Sale Agreement – 54R Adams Street
9. Review of Proposed Planning and Economic Development Articles for Fall Town Meeting Warrant
10. Review and Adoption of Fall Town Meeting Warrant

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

11. Approval – One-Day Liquor License Application
 - a. Medway Youth Football and Cheer/Robert Patterson – Thayer Homestead – October 23, 2015
12. Approval – Public Event Permits
 - a. Medway Lions Annual Christmas Tree Sale
13. Approval – Banner Display Request – Medway Turkey Trot – 1 week between 10/16/15-11/1/15
14. Action Items from Previous Meeting
15. Approval of Warrants
16. Approval of Minutes
17. Town Administrator’s Report
18. Selectmen’s Reports

Upcoming Meetings, Agenda and Reminders

October 19, 2015 ---- Regular Meeting

November 2, 2015 ---- Regular Meeting

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

AGENDA

ITEM #1

Appointment – David Blackwell- Conservation Commission

Associated back up materials attached.

- Letter of interest from David Blackwell dated September 13, 2015
- Resume of David Blackwell
- Letter from Conservation Commission supporting appointment dated October 5, 2015

Proposed motion: I move that the Board of Selectmen appoint David Blackwell to the Conservation Commission to complete the term of Anthony Biocchi through June 30, 2016.

September 13, 2015

Board of Selectmen
155 Village Street
Medway, MA 02053

Re: Conservation Commission Vacancies

Dear Esteemed Board of Selectmen:

I am interested in seeking an appointment to one of the two open seats the Conservation Commission. I am interested in public service to the community drawing on my 28 years of environmental experience. Please find resume attached to this letter of interest to apply for a seat on the Conservation Commission.

I am interested in applying my skills in science, engineering, regulatory compliance, building construction inspections, remediation excavation supervision, landscape & engineering document review, real estate transaction environmental engineering support, planning, environmental land assessment and remediation.

In my professional life, I run my own small business that provides environmental consulting services to clients such as and not limited to property owners, banks, private entities and sometimes governmental entities. I have experience in environmental site assessment Due Diligence of property as in Phase I Environmental Site Assessment - ASTM E 1527, Transaction Screen Process - ASTM 1528. I also perform Phase II to V services such as not limited to subsurface investigations, surficial and drilling borings oversight, installation of ground monitoring wells and water sampling. Additionally, I have experience in Site Remediation, System Operation & Maintenance. Lastly, I provide Indoor Air Quality services such as indoor air quality, mold sampling and Licensed Asbestos Project Monitor services.

Please consider me for appointment to the Conservation Commission. I look forward to hearing from your shortly.

If you have any further questions feel free to call me.



David J. Blackwell
2 Milford Street
Medway, MA 02053
Cell: (508) 733-5738

DAVID J. BLACKWELL
2 Milford Street, Medway, MA 02053
(508) 321-1166
djbma@verizon.net

PROFILE:

Strongly self-motivated individual with an appetite for taking on responsibility. Developed versatile problem solving abilities due to a variety of past employment experiences. Capable of undertaking independent activities. Known for excellent organizational and communication skills.

PURPOSE:

To obtain a position providing technical expertise and leadership in environmental sciences, geologic, hydrogeologic, geophysical, indoor air quality, asbestos abatement, laboratory quality assurance or another related branch of the physical or natural sciences in the design, development, and implementation of scientific solutions to complex scientific projects.

EDUCATION:

BACHELOR OF SCIENCE, ENVIRONMENTAL SCIENCE/GEOLOGY OPTION
DECEMBER 1986, *University of Lowell*, Lowell, MA

WORK EXPERIENCE: *djb Consulting*, Medway, MA

Environmental Scientist, APRIL 2015 TO PRESENT

Phase I Environmental Site Assessment - ASTM E 1527, Transaction Screen Process – ASTM 1528, Due Diligence. Phase II & III soil and water sampling, monitoring wells, surficial and drilling borings oversight. Remediation Site & System Operation & Maintenance. Indoor Air Quality mold sampling. Asbestos Project Monitor – Licensed 2015 to present.

WORK EXPERIENCE: *PES Associates, Inc.*, Hingham, MA

Environmental Scientist, JANUARY 2007 TO APRIL 2015.

Phase I Environmental Site Assessment - ASTM E 1527, Transaction Screen Process – ASTM 1528, Due Diligence. Phase II & III soil and water sampling, monitoring wells, surficial and drilling borings oversight. Remediation Site & System Operation & Maintenance. Indoor Air Quality including mold sampling. In Partnership *FLI Environmental, Inc.* Asbestos Project Monitor – Licensed from 2008 to 2012. FASB FIN 47 Accounting Standard building inspections.

WORK EXPERIENCE: *Toxikon Corporation, Inc.*, Bedford, MA.

Quality Assurance Manager, JANUARY 2006 TO JULY 2006.

Medical Device Testing & Analytical Chemical Analysis

WORK EXPERIENCE: *Toxikon Corporation, Inc., Bedford, MA.*
Account Manager, MAY 2005 TO DECEMBER 2005.

WORK EXPERIENCE: *Toxikon Corporation, Inc., Bedford, MA.*
Quality Assurance Manager, SEPTEMBER 2001 to MAY 2005.

WORK EXPERIENCE: *Toxikon Corporation, Inc., Bedford, MA.*
Quality Assurance Officer, NOVEMBER 2000 to 2001

WORK EXPERIENCE: *Toxikon Corporation, Inc., Bedford, MA.*
Organic Extraction Department Manager, NOVEMBER 1987 To 2000

WORK EXPERIENCE: *Cambridge Analytical Associates Inc., Boston, MA*
Extraction Analyst, SUMMER 1987

ADDITIONAL TRAINING:

40 HAZ WOPER –UNDERSTANDING HAZARDOUS MATERIALS OPERATIONS AND
EMERGENCY RESPONSE

*U.S. Army Corps of Engineers, New England District Regional Implementation Manual for
the Evaluation of Dredged Material*

*ANNUAL EPA (Environmental Protection Agency)
QUALITY SYSTEMS TRAINING CONFERENCE*

*New York Department of Health
Environmental Laboratory Approval Program Workshops*

*OSHA Hazardous Waste Operations and Emergency Response
Refresher Training, 8 hours of instruction:*

*New Hampshire Environmental Laboratory Accreditation Program
Meeting of New Hampshire Accredited Laboratories*

*Massachusetts Department of Environmental Protection Training:
Bureau of Waste Site Cleanup - MCP Data Summit*

ACTIVITIES:

*-The Freedom Trail Band, clarinetist, Executive Board member, former Secretary, Treasurer,
President*



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

David Travalini, Chair
Ken McKay
Brian Snow
Scott Salvucci
Bridget Graziano, Agent

October 5, 2015

Medway Board of Selectmen
155 Village Street
Medway, MA 02053

Honorable Selectmen,

At the September 24, 2015 meeting the Conservation Commission interviewed candidate David Blackwell for the open seat on the Conservation Commission, it was voted 4-0 to recommend to the Board of Selectmen that they appoint Mr. Blackwell to the Conservation Commission. I have attached his resume which outlines his interest and experiences in environmental fields related to portions of wetlands protection.

Mr. Blackwell noted during his interview that he has been interested in working as a volunteer for Medway and the Conservation Commission was the best fit for him based on his knowledge and experience. Additionally, he agreed that he would be available to complete duties of a Commission and to learn the workings of the Wetlands Protection Act and the Medway Wetlands Bylaw in an accelerated manner. The Commission agreed that Mr. Blackwell would be wonderful addition to the Commission and strongly believes that Mr. Blackwell would be a valued member of the Conservation Commission, if appointed.

We hope that you will appoint Mr. Blackwell to the Conservation Commission at your earliest convenience.

Kind regards,

Bridget R. Graziano, Agent
Conservation Commission

AGENDA

ITEM #2

Authorization of Chairman to Execute Contract for Medway Middle School Renovations – Tower Construction Corp.- \$244,200

Associated back up materials attached.

- Scope of Work memorandum from Tom Holder, DPS Director, dated October 13, 2015
- Contract

Proposed motion: I move that the Board authorize the Chair to execute the contract between the Town of Medway and Tower Construction Corp. for the Medway Middle School south wing renovation project in an amount not to exceed \$244,200.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
Michael Boynton, Town Administrator

From: Thomas Holder, DPS Director

Date: October 13, 2015

RE: **Middle School Renovation**
Contract for Construction – Tower Construction Corporation

The renovation of the Middle School will be commencing this month. This is a joint effort by both DPS and the School Administrative Unit. Summarily, the front south wing of the Middle School building will be renovated to accommodate the School Superintendent, Assistant Superintendent, support staff and functions. The rear south wing, once vacated by the School group, will then be renovated for the relocation of the DPS Administrative Unit from Town Hall to this area.

Attached please find the General Bidders List which identifies Tower Construction Corporation as the low responsive and responsible bidder. The project will include only the Base Bid and will not include either of the Bid Alternates.

The value of this contract is \$244,200.00 whose cost will be shared by Town appropriation and School funding sources.

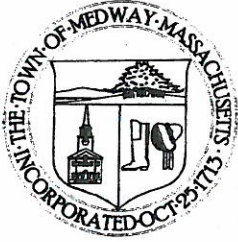
Attachment (1): General Bidders List



**Medway DPS Office Renovations
General Bidders List
Medway, Massachusetts
Bid Opening: August 19, 2015**

Marlborough Technology Park
100 Nickerson Road
Marlborough, MA 01752
Tel 508.786.2200 Fax 508.786.2201

Trade	Contractor	Base Bid	Bid Alt 1	Bid Alt 2	Total
General	Tower Construction Corp.	\$244,200.00	\$8,500.00	\$9,500.00	\$262,200.00
	Carpet Unit Price: \$50/SY				
	5% Bid Bond: Yes				
	DCAM Certification: Yes				
	Tax Certification: Yes				
	Non-Collusion Affidavit: Yes				
	Pre-Bid Meeting Attendance: Yes				
	Casby Bros. Inc.	\$255,000.00	\$6,800.00	\$6,000.00	\$267,800.00
	Carpet Unit Price: \$60/SY				
	5% Bid Bond: Yes				
	DCAM Certification: Yes				
	Tax Certification: Yes				
	Non-Collusion Affidavit: Yes				
	Pre-Bid Meeting Attendance: Yes				
	Northern Contracting Corp.	\$276,100.00	\$12,100.00	\$16,100.00	\$304,300.00
	Carpet Unit Price: \$100/SY				
	5% Bid Bond: Yes				
	DCAM Certification: Yes				
Tax Certification: Yes					
Non-Collusion Affidavit: Yes					
Pre-Bid Meeting Attendance: Yes					
Federal Construction Corp.	\$308,950.00	\$12,500.00	\$7,000.00	\$328,450.00	
Carpet Unit Price: \$50/SY					
5% Bid Bond: Yes					
DCAM Certification: Yes					
Tax Certification: Yes					
Non-Collusion Affidavit: Yes					
Pre-Bid Meeting Attendance: Yes					



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

Received

SEP 16 2015

Tower Construction Corp.

September 14, 2015

Mr. Salvatore Torregrossa - President
Tower Construction Corp.
288 Lincoln Avenue
Warwick, RI 02888

**Re: Medway DPS Office Renovations
Notice of Bid Award**

Dear Mr. Torregrossa:

You are notified that your bid dated August 19, 2015 for the above contract has been considered. You are the apparent low bidder.

The base contract price is \$244,200 as specified in your bid including work of the general contractor and filed sub bids. Alternates will not be taken as part of this contract. The contract will be for a total value of \$244,200.

Please execute the attached Contract Agreement and all appurtenant documents as conditioned in the Instructions to Bidders. Failure to comply with these conditions within the time specified will entitle the Town of Medway to consider your Bid in default, to annul this Notice of Award, and declare your Bid Bond forfeited.

Once the Town receives all of the necessary executed contract documents, we will proceed to process them on our end with anticipated Selectmen signatures in early October. We will then return to you, one fully executed counterpart of the Contract and a Notice to Proceed

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

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

Please acknowledge your receipt of the Notice of Award by signing where indicated and returning one original to this office within five (5) calendar days.

Sincerely,

MEDWAY DEPARTMENT OF PUBLIC SERVICES

By: Tom Holder
Thomas Holder, Director

9-14-15
Date

Accepted:
Tower Construction Corp.

By: [Signature]
Signature
SAV TOLLYVOSSA P
Print Name and Title

9-18-15
Date

Ecopsy: Steve Bouley, Tetra Tech

Attachments (4):
Contract Agreement
Payment Bond
Performance Bond
Prevailing Wage

OWNER - CONTRACTOR AGREEMENT

Awarding Authority: Town of Medway

This agreement ("Contract") is made as of the _____ day of _____, 20__, by and between the Town of Medway, a Massachusetts municipal corporation with a principal place of business at 155 Village Street, Medway, MA, and Tower Construction Corp., a General Contractor with a principal place of business at 288 Lincoln Avenue, Warwick, RI 02888, hereinafter called the "Contractor."

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for Medway DPS Office Renovations, in accordance with and as described in the Plans and Specifications dated July 21, 2015, prepared by Tetra Tech ("Designer"). The Contractor shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the Contractor agrees to do everything required by the Contract Documents.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall, within 150 days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 30 days after the date specified for Substantial Completion.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of Two-Hundred Forty-Four Thousand Two-Hundred dollars (\$244,200). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid.

Article 4. Approved Subcontractors. The filed Subcontractors listed in the Contractor's General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work subject to the Commonwealth's verification that they have complied with state corporation and partnership registration laws. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without

the prior written approval of the Awarding Authority.

Article 5. Certifications. Pursuant to M.G.L. c. 62C, s.49(a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Owner — Contractor Agreement
- The General Conditions of the Contract
- The Supplementary General Conditions [Note: the term "Supplementary General Conditions" may also refer to Division 1 of the Specifications.]
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

These Contract Documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendments or modifications to the Contract Documents must be in writing and signed by an official with the authority to bind the Town.

Article 7. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages:

Not Applicable.

Article 8. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

\$Two Hundred Fifty (\$250.00) per day

Article 9. Additional Insurance Provisions. The insurance requirements set forth in Article XIV of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

Article 10: Indemnification

- A. In addition to the indemnification requirements of the General Conditions, to the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, Subcontractors, or its or their agents or employees in the performance of the Work and/or their failure to comply with the terms and conditions of this Agreement. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by Contractor.
- B. In any and all claims against Owner or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Article 11: Contractor's Representations

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Intentionally Omitted.
- E. Contractor has considered information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures

of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraphs A through E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 12: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

Not Applicable.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

* If a corporate entity, attach to each signed copy of this Contract an attested copy of the vote of the corporate entity on authorizing the said signing and sealing.

CONTRACTOR:

By: [Signature]

Name: Sal Verrill

Title: President

Date: 9-18-15

AWARDING AUTHORITY:

By: _____

Name: _____

Title: _____

Date: _____

Approved As To Form

[Signature]
Town Counsel

**Michael E. Boynton,
Town Administrator/
Chief Procurement Officer**

Dated: _____

Dated: 10/2/15

*I certify that an appropriation is available
in the amount of the contract.*

[Signature]
Town Accountant

Dated: 10/5/15

Funding Source:

Key Org: 30624222 5383/1950 420 4220
3062 4222 5242

EXHIBIT A to the Owner-Contractor Agreement

Additional Insurance Provisions

None

EXHIBIT B to the Owner-Contractor Agreement

Forms Used During Contract Award and Execution

- Payment Bond
- Performance Bond
- Non-Collusion Affidavit
- Certificate of Corporate Vote
- Certificate of Foreign Corporation
- Certificate of Compliance with State Tax Law
- Contractor's Equal Employment Certification
- Subcontractor's Equal Employment Certification
- OSHA Certificate
- Debarment Statement

PERFORMANCE BOND

Bond No. 2199738

KNOW ALL MEN BY THESE PRESENT, that we Tower Construction Corp. with a place of business at 288 Lincoln Avenue, Warwick, RI 02886 as principal (the "Principal"), and North American Specialty Insurance Company a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at 650 Elm Street, Manchester, NH 03101 as Surety (the "Surety"), are held and firmly bound unto the Town of Medway as Obligee (the "Obligee"), in the sum of Two Hundred Forty-four Thousand Two Hundred and 00/100 (\$244,200.00) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled Medway DPS Office Renovations.

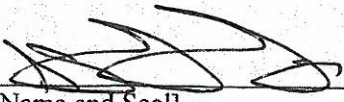
NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligee Town of Medway; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee, Town of Medway, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Medway promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this 23rd day of September, 2015.

PRINCIPAL


Tower Construction Corp.


[Name and Seal]

President
[Title]

SURETY

North American Specialty Insurance Company

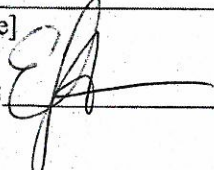

[Attorney-In-Fact] Shelly L. Andrade

5700 Post Road
East Greenwich, RI 02818

[Address]

(401) 558-3122

[Phone]

Attest: 

Attest: Shela Matano

The rate of the Bond is \$14.40 % of the first \$ 500,000.00 and N/A % for the next \$ N/A.

The total premium for this Bond is \$ 3,516.00.

END OF PERFORMANCE BOND

PAYMENT BOND

Bond No. 2199738

KNOW ALL MEN BY THESE PRESENT, that we Tower Construction Corp. with a place of business at 288 Lincoln Avenue, Warwick, RI 02886 as principal (the "Principal"), and North American Specialty Insurance Company, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at 650 Elm Street, Manchester, NH 03104 as Surety (the "Surety"), are held and firmly bound unto Town of Medway as Obligee (the "Obligee"), in the sum of Two-Hundred Forty-Four Thousand Two-Hundred (\$244,200) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled Medway DPS Office Renovations.

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this 23rd day of September, 2015.

PRINCIPAL

Tower Construction Corp.

[Signature]
[Name and Seal]

[Signature]
[Title]

Attest: Sheela Nataro

SURETY

North American Specialty Insurance Company

[Signature]
[Attorney-In-Fact][Seal] Shelly L. Andrade
5700 Post Road
East Greenwich, RI 02818

[Address]

(401) 558-3122

[Phone]

Attest: [Signature]

The rate for this Bond is \$14.40 % of the first \$ 500,000.00 and N/A % for the next \$ N/A.

The total premium for this Bond is \$ 3,516.00.

END OF PAYMENT BOND

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM F. HERTEL, JOSEPH A. SERVANT, GAIL M. PERRIN

JAMES L. MASTORS, STEVEN M. VITORINO, and SHELLY L. ANDRADE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

'RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.'



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 27th day of August, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 27th day of August, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of September, 2013 [Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company


MEDWAY DEPARTMENT OF PUBLIC SERVICES

1. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Salvatore Torregrossa, being first duly sworn, deposes and says that:

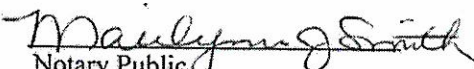
- (1) He/~~she~~ President of Tower Construction, Corp
title Name of Bidder
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or refrain from bidding in connection with such contract, or has in any manner, submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Medway Department of Public Service or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)



Salvatore Torregrossa President
Name Title

Subscribed and sworn to before me
this 19 day of August, 20 15


Notary Public

My commission expires: July 4, 2017

**ACTION BY UNANIMOUS CONSENT
OF THE SHAREHOLDERS OF
Tower Construction Corp.**

Warwick Rhode Island
January 01, 2015

The undersigned, constituting all of the shareholders of **Tower Construction Corp.**, a Rhode Island entitled to vote at the annual meeting of the shareholders for the purposes of the Corporation, hereby waive the necessity for a meeting of the shareholders pursuant to the authority to do so conferred by Rhode Island General Laws, Section 7-16-21, and do hereby consent to the following in lieu of an annual meeting:

RESOLVED: That the following persons be and they hereby are elected to the offices set opposite their respective names to serve until resignation, removal, Or death, or until their respective successors are duly elected and qualified.

President: Salvatore Torregrossa, Jr.
Vice President: None
Secretary: Salvatore Torregrossa, Jr.
Treasurer: Salvatore Torregrossa, Jr.

RESOLVED: That any lawful actions taken by the shareholders of the Corporation within the scope of their duties in good faith for the benefit of the Corporation, which are not intentionally or knowingly violative of any local, state, or federal law or regulation be and hereby are confirmed and ratified.

This writing shall be filed with the records of the minutes of the meetings of the shareholders of the Corporation and shall for all purposes be treated as a vote taken at a meeting.

By  6/8/15
Salvatore Torregrossa, Jr., Shareholder



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: May 08, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,

TOWER CONSTRUCTION CORP.

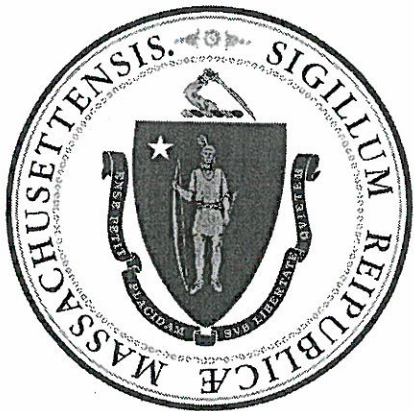
a corporation organized under the laws of

RHODE ISLAND

on **August 01, 1994** was qualified to do business in this Commonwealth on

April 29, 2010 under the provisions of the General Laws, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to date.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 15053127110

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: nmc

MEDWAY DEPARTMENT OF PUBLIC SERVICES

2. MASSACHUSETTS TAX CERTIFICATION

Section 49A of Chapter 62C of the Massachusetts General laws requires agencies and subdivisions of the Commonwealth to obtain the following certification from providers who furnish goods, services or real estate in excess of \$5,000.00 in any fiscal year.

Pursuant to M.G. L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

05-0479435

Tax Identification No.

Tower Construction Corp

Name of individual or Corporate Name

Salvatore Torregrossa - President

Name and Title of Authorized Officer



August 19, 2015

Signature, Date

FORM OF CONTRACTOR'S EQUAL EMPLOYMENT CERTIFICATION

Commonwealth of Massachusetts
Department of Housing and Community Development

This form must be completed and submitted by the Contractor prior to the signing of the Owner-Contractor Agreement.

This certifies that:

Tower Construction Corp.

Contractor

288 Lincoln Avenue

Street Address

Warwick, RI 02888

City/State/Zip Code

1. Intends to use the following listed construction trades in the work under this contract:

CAM HVAC HVAC

Lantern Light Electrical

2. Will comply with the minority manpower ratio and specific affirmative action steps contained in Section 00.73.36 of this Contract; and
3. Will obtain similar certifications from each of its subcontractors and submit to the Owner prior to the award of any subcontract under this contract the subcontractor's certification.


SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR

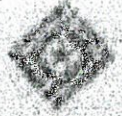
Sal Torregrossa, Pres.

NAME AND TITLE

9/18/15

DATE

OSHA



U.S. Department of Labor
Occupational Safety and Health Administration

Patrick Fitzgerald

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

A handwritten signature in black ink, appearing to read "Patrick Fitzgerald", written over a horizontal line.

(Trainer)

02/12/02

(Date)

Client#: 745738

TOWERCON10

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2015

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

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

PRODUCER USI Insurance Services LLC C/L 5700 Post Road P.O. Box 1158 East Greenwich, RI 02818		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877 484-4772 E-MAIL ADDRESS:	
INSURED Tower Construction Corp. 288 Lincoln Avenue Warwick, RI 02888-2018		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Selective Insurance Company of 11867 INSURER B: Crum & Forster Ins Co 42471 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	S209306300	02/27/2015	02/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	S209306300	02/27/2015	02/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			S209306300	02/27/2015	02/27/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4087265832	06/02/2015	06/02/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property			S209306300	02/27/2015	02/27/2016	\$100,000 leased/rented equipment

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

RE: Project #21583-15010, Town of Medway DPS Office Renovations, Medway Middle school, Medway, MA.
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, Awarding Authority and Subcontractors of any tier, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy include includes a Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Medway Department of Public Services 155 Village Street Medway, MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Subrogation endorsement in favor of the Certificate Holder, Awarding Authority and Owner as referenced above.



AGENDA

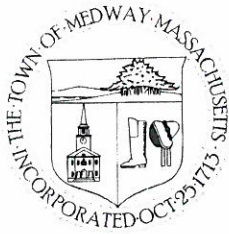
ITEM #3

Authorization of the Town Administrator to Execute Traffic Control Agreement with MassDOT – Route 109

Associated back up materials attached.

- Scope of Work memorandum from Dave D'Amico, DPS Deputy Director, dated October 6, 2015 [Ref. Item #1]
- *Traffic Control Agreement between the Massachusetts Department of Transportation and the Town of Medway*

Proposed motion: I move that the Board authorize the Town Administrator to execute the Traffic Control Agreement between MassDOT and the Town of Medway relative to Route 109.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

To: Board of Selectmen
Date: October 6, 2015
Subject: RT 109 Contract/Agreement Approvals

Attached please find three original copies of two separate contracts/agreements related to the RT 109 Reconstruction Project. These documents are required by MassDOT for final release of the construction work. These are:

1. Traffic Control Agreement - No anticipated costs to the Town.
Authorize the Town Administrator to sign a traffic agreement. MassDOT wants assurance that traffic controls and road access cuts will be essentially maintained upon completion of the project.
2. Fiber Relocation Agreement - No anticipated costs to the Town.
Authorize the BOS Chair to sign a cost/schedule agreement. The Town has indicated that CommTrac is our preferred contractor. MassDOT will award the work to CommTrac, however the Town provides assurance that cost and schedule can be met by this contractor. Financial penalties can be assessed for failure to meet requirements to be mutually established.

In addition to these, be aware that we know of two other agreements that will be coming. No action is required at this time.

3. Fire Alarm Agreement - No anticipated costs to the Town
Similar to fiber relocation. Contractor will be L.W. Bills Company.
4. 110% Cost Agreement - No anticipated costs to the Town
Agreement that the Town will be responsible for costs that exceed 110 percent of the **awarded** contract amount for the total project outside of non-participatory items. The Town has already agreed to pay for certain items deemed "non-participatory." The Town is expected to be a partner during construction and be diligent in efforts to maintain budget and schedule.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES

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



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TRAFFIC ENGINEERING

TRAFFIC CONTROL AGREEMENT

AGREEMENT BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE
TOWN OF MEDWAY

FEDERAL AID PROJECT NO. CMAQ/HSIP/STP/TAP-002S(837)

AGREEMENT NO. 90337

AGREEMENT, made this ____ day of _____, 2015 by and between the Massachusetts Department of Transportation, hereinafter called "MASSDOT," and the TOWN of MEDWAY, hereinafter called the "TOWN," pursuant to the provisions of 23 U. S. C. §§ 109(d) & 116, and in accordance with the official standards of MASSDOT, which have been adopted in conformity with the provisions and recommendations of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Department of Transportation, Federal Highway Administration, hereinafter called "STANDARDS."

WHEREAS, MASSDOT and the TOWN have agreed that MAIN STREET (ROUTE 109) being in whole or in part a town way, has qualified to participate in the Federal Aid Program with the work being financed in part by the Federal Government; and

WHEREAS, the United States Government, through its Department of Transportation, Federal Highway Administration, requires that the project area upon completion will be operated and maintained in an adequate manner; and

WHEREAS, the TOWN approves the proposed plans for the improvements and upon completion of the project will be the responsibility of the TOWN.

NOW, THEREFORE, in consideration thereof, the TOWN hereby agrees to conform to the following provisions:

General Provisions

- A. All information, regulatory or warning signs, all traffic control signals, flashing beacons, traffic islands or other traffic control devices and all pavement or other markings within the ways located in the project area shall be designed, located and operated in accordance with the STANDARDS of MASSDOT for such devices.

- B. The Police Department of the TOWN shall be the enforcement agency for traffic regulations established in accordance with this AGREEMENT and the traffic devices installed in connection therewith.
- C. Signed, dated and attested copies of amendments to the TOWN traffic ordinances necessary for the enforcement of any specific provisions will be forwarded forthwith by the TOWN to MASSDOT.

Specific Provisions

A. STOP SIGNS To be installed in accordance with applicable permits filed or to be filed by the TOWN.

All Stopped at Main Street:

Slocumb Place Choate Park Access Drive Charles River Bank (driveway access)

All Stopped at Oak Street:

Choate Park Access Drive

B. YIELD

Main Street (EB) at Holliston Street
Main Street (WB) at Holliston Street

C. NO LEFT TURN

Ocean State Job Lot driveway (Sta. 154+50± LT) at Main Street
Charles River Bank at Main Street

D. LEFT LANE MUST TURN LEFT

Main Street (EB) approaching Winthrop Street/Evergreen Street (2 locations)
Main Street (EB) approaching Pond Street/Elm Street (2 locations)
Main Street (WB) approaching Pond Street/Elm Street (2 locations)
Main Street (EB) approaching driveways from Sta. 146+50 RT to Sta. 153+50 RT (6 locations)
Main Street (EB) approaching driveways from Sta. 146+50 RT to Sta. 157+50 RT (6 locations)
Main Street (EB) approaching Medway Shopping Center Drive (2 locations)
Main Street (WB) approaching Medway Shopping Center Drive (2 locations)
Holliston Street (NB) approaching Main Street (2 locations)

E. RIGHT LANE MUST TURN RIGHT

Medway Shopping Center Drive approaching Main Street

**F. LEFT LANE, LEFT TURN ONLY; MIDDLE LANE, STRAIGHT THROUGH ONLY;
RIGHT LANE, RIGHT TURN ONLY**

Main Street (WB) approaching Milford Street/Franklin Street (2 locations)
Main Street (EB) approaching Holliston Street (2 locations)
Main Street (WB) approaching Holliston Street (2 locations)
Holliston Street (SB) approaching Main Street (2 locations)

**G. LEFT LANE, LEFT TURN ONLY; RIGHT LANE, STRAIGHT THROUGH AND RIGHT
TURN**

Milford Street approaching Main Street (2 locations)

**H. LEFT LANE, LEFT TURN AND STRAIGHT THROUGH; RIGHT LANE, RIGHT TURN
ONLY**

Winthrop Street approaching Main Street (2 locations)

I. LEFT TURN ONLY, BOTH DIRECTIONS

Main Street (EB) departing Medway Shopping Center Drive
Main Street (WB) departing Charles River Bank Driveway

J. CENTER LANE LEFT TURN ONLY, BOTH DIRECTIONS

Main Street (EB) from Medway Shopping Center Drive to Charles River Bank Driveway (2
locations)
Main Street (WB) from Charles River Bank Driveway to Medway Shopping Center Drive (2
locations)

K. KEEP RIGHT

Winthrop (NB) (median island) (2 signs)
Ocean State Job Lot driveway (Sta. 154+50± LT) at Main Street (median island) (2 signs)
Medway Shopping Center Drive (median island)

L. DO NOT ENTER

Medway Shopping Center Drive (2 signs)
Shell Gas Station driveway (Sta. 161+50± LT) at Main Street (2 signs)
Holliston Street (NB) approaching Main Street (2 signs)
Holliston Street (SB) approaching Main Street (2 signs)

M. STOP HERE ON RED

Main Street (EB/WB) approaching Pedestrian Hybrid Beacon (Sta. 122+14) (2 locations)
Main Street (EB/WB) approaching Pedestrian Hybrid Beacon (Sta. 167+13) (2 locations)

N. NO TURN ON RED

Franklin Street approaching Main Street
Main Street (EB) approaching Milford Street/Franklin Street
Main Street (WB) approaching Milford Street/Franklin Street
Medway Shopping Center Drive approaching Main Street
Holliston Street (SB) approaching Main Street

O. BICYCLE DETECTION SIGN

Main Street at Milford Street/Franklin Street (4 signs)
Main Street at Winthrop Street/Evergreen Street (4 signs)
Main Street at Medway Shopping Center Drive (4 signs)
Main Street at Holliston Street (4 signs)

P. NO PARKING

Franklin Street (2 locations)
Milford Street (4 locations)
Highland Street (2 locations)
Slocumb Place (2 locations)
High Street (2 locations)
Evergreen Street (2 locations)
Winthrop Street (2 locations)
Cottage Street (2 locations)
Pond Street (2 locations)
Holliston Street (3 locations)
Main Street (33 locations)

Q. NO PARKING HERE TO CORNER

Mechanic Street approaching Main Street (2 locations)
Lincoln Street approaching Main Street (2 locations)
Temple Street approaching Main Street (2 locations)
Elm Street approaching Main Street (2 locations)

Access and Egress

Within the limits of the Federal Aid Project, neither additional driveways (residential or commercial) nor relocation or alteration of existing driveways shall be permitted unless they are in conformance with MASSDOT STANDARDS and receive prior written approval from MASSDOT.

Traffic Islands

Traffic islands or median islands and traffic devices thereon are not to be installed, altered or removed without the prior written approval of MASSDOT. Parking is prohibited on and adjacent to all traffic islands and median islands within the Federal Aid Project area.

Traffic Control Signals

- A. Traffic Control Signals shall be operated in strict accordance with the requirements of the applicable permit.
- B. Changes in the operation of the traffic control signals located in the Federal Aid Project area are not to be made without the prior written approval of MASSDOT.
- C. Traffic Control Signals, the operation of which is pertinent to the Federal Aid Project area covered by this AGREEMENT, will be installed to control traffic as shown on the plans for this Federal Aid Project. All power charges for the operation of the installation will be the responsibility of the TOWN as well as charges for maintenance and control. The traffic control signals listed below will be under the ownership and control of the TOWN.

Main Street at Milford Street/Franklin Street
Main Street Pedestrian Hybrid Beacon (Sta. 122+14)
Main Street at Winthrop Street/Evergreen Street
Main Street at Medway Shopping Center Drive
Main Street Pedestrian Hybrid Beacon (Sta. 167+13)
Main Street at Holliston Street

Miscellaneous

Traffic Controls or regulations instituted whether by the MASSDOT or the TOWN on ways or parts thereof within the Federal Aid Project are to remain in force and effect until proposed future changes have been approved in writing by MASSDOT.

MASSDOT will not approve any future proposed traffic control changes within the Federal Aid Project, which will in the opinion of MASSDOT, lessen to any degree the efficient utilization of the highway for traffic purposes.

Maintenance

The TOWN, in accordance with the provisions of 23 U.S.C. §§ 109(d) & 116, will properly maintain the way and all traffic control devices and pavement markings under the control of the TOWN within the project area. This obligation includes features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities. This requirement does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

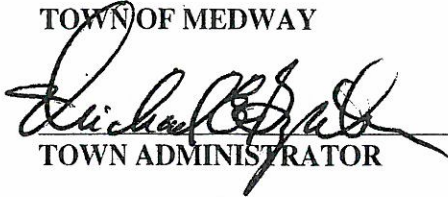
Penalty

Continued and willful failure on the part of the TOWN to fulfill its responsibility in the proper maintenance and operation and the enforcement of the traffic regulations of the completed project may disqualify the TOWN from participation in future Federal Aid Projects in which the TOWN has maintenance responsibility, as provided in Title 23 USC.

Such failure may result in the withholding or withdrawal of the unexpended balance of any funds assigned to the TOWN, under the provisions of MASS. GEN. LAWS ch. 90, § 34.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the day and year first written.

TOWN OF MEDWAY


TOWN ADMINISTRATOR


MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

HIGHWAY ADMINISTRATOR

LEGAL CERTIFICATION

This will certify that the TOWN has complied with all applicable State Laws and its By-Laws and Ordinances as they apply to this AGREEMENT and that this AGREEMENT is a valid, binding Agreement with the TOWN.

9/14/15
DATE


TOWN COUNSEL

CERTIFICATE OF SIGNATORY

This will certify that the below named individuals are duly authorized and empowered to execute and deliver this AGREEMENT on behalf of the TOWN of MEDWAY.

NAME _____ TITLE _____

DATE _____ ATTEST _____
TOWN CLERK

NAME _____

AGENDA

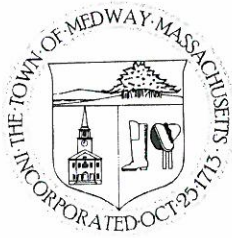
ITEM #4

Authorization of the Chairman to Execute Contract with MassDOT – Route 109 Fiber Optics - \$8,704.00

Associated back up materials attached.

- Scope of Work memorandum from Dave D'Amico, DPS Deputy Director, dated October 6, 2015 [Ref. Item #2]
- Contract between the Massachusetts Department of Transportation and the Town of Medway

Proposed motion: I move that the Board authorize the Chairman to execute the contract between MassDOT and the Town of Medway relative to Route 109 fiber optics work in an amount not to exceed \$8,704.00.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

To: Board of Selectmen
Date: October 6, 2015
Subject: RT 109 Contract/Agreement Approvals

Attached please find three original copies of two separate contracts/agreements related to the RT 109 Reconstruction Project. These documents are required by MassDOT for final release of the construction work. These are:

1. Traffic Control Agreement - No anticipated costs to the Town.
Authorize the Town Administrator to sign a traffic agreement. MassDOT wants assurance that traffic controls and road access cuts will be essentially maintained upon completion of the project.
2. Fiber Relocation Agreement - No anticipated costs to the Town.
Authorize the BOS Chair to sign a cost/schedule agreement. The Town has indicated that CommTrac is our preferred contractor. MassDOT will award the work to CommTrac, however the Town provides assurance that cost and schedule can be met by this contractor. Financial penalties can be assessed for failure to meet requirements to be mutually established.

In addition to these, be aware that we know of two other agreements that will be coming. No action is required at this time.

3. Fire Alarm Agreement - No anticipated costs to the Town
Similar to fiber relocation. Contractor will be L.W. Bills Company.
4. 110% Cost Agreement - No anticipated costs to the Town
Agreement that the Town will be responsible for costs that exceed 110 percent of the **awarded** contract amount for the total project outside of non-participatory items. The Town has already agreed to pay for certain items deemed "non-participatory." The Town is expected to be a partner during construction and be diligent in efforts to maintain budget and schedule.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES

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

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osd under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Medway		DEPARTMENT NAME: Department of Transportation - Highway	
Legal Address: (W-9, W-4,T&C): 155 Village St Medway, MA 02053-1147		MMARS Department Code: DOT	
Contract Manager: Richard Boucher		Business Mailing Address: 10 Park Plaza Room 6340 Boston, MA 02116	
E-Mail:		Billing Address (if different):	
Phone: 508-533-3227 x5113 Fax:		Contract Manager: Guy Rezendes	
Contractor Vendor Code: VC 6000 191 877		E-Mail: Guy.Rezendes @ state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD001		Phone: 857-368-9489 Fax: 857-368-0632	
(Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 0608 INTF 00X0 2016 A00 89687	
		RFR/Procurement or Other ID Number: Utility Force Account 89687	

<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

MassDOT Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended) \$ **8,704.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Town of Medway has performed design services for the relocation of its fire alarm facilities (which includes the scope of work, estimated budget and estimated duration), and will perform the actual utility relocation in order to accommodate the MassDOT construction project, pursuant to MassDOT's letter to the utility, attached hereto. The specific scope of work, basis of compensation, and method of compensation are set forth in the "Utility Force Account Terms and Conditions" attached hereto. MassDOT is authorized to reimburse the utility owner for all of the above-described work. FY 2016-20

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.

2. may be incurred as of _____, 20____, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.

3. were incurred as of _____, 20____, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **July 1**, 20**19**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR MASSDOT:

X: _____ Date: _____

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

CHAPTER 25 AN ACT MODERNIZING THE TRANSPORTATION SYSTEMS OF THE COMMONWEALTH

Whereas, The deferred operation of this act would tend to defeat its purpose, which is forthwith to reorganize and restructure transportation agencies in the commonwealth to help address anticipated funding deficiencies, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Section 17 of chapter 6 of the General Laws, as appearing in the 2006 Official Edition, is hereby amended by striking out, in line 13, the words ", the Massachusetts aeronautics commission".

SECTION 2. The second sentence of section 17A of said chapter 6, as most recently amended by section 1 of chapter 27 of the acts of 2008, is hereby amended by striking out the words "secretary of transportation and public works" and inserting in place thereof the following words: - "secretary of transportation".

SECTION 3. Sections 57, 58 and 59 of said chapter 6 are hereby repealed.

SECTION 4. Section 8C of chapter 6A of the General Laws, inserted by section 6 of chapter 233 of the acts of 2008, is hereby amended by striking out subsection (a) and inserting in place thereof the following subsection:-

(a) There shall be established a structurally deficient bridge improvement program coordination and oversight council. The council shall consist of a chair appointed by the governor, the secretary of administration and finance, the secretary of transportation, the secretary of energy and environmental affairs, the administrator of the division of highways of the Massachusetts Department of Transportation, and the commissioner of capital asset management and maintenance, or their designees.

SECTION 5. Sections 19, 19 1/2 and 19A of said chapter 6A are hereby repealed.

SECTION 6. Section 103 of said chapter 6A is hereby repealed.

SECTION 7. Section 104 of said chapter 6A is hereby repealed.

SECTION 8. The General Laws are hereby amended by inserting after chapter 6A the following chapter:-

Chapter 6C
MASSACHUSETTS DEPARTMENT of TRANSPORTATION

<https://malegislature.gov/Laws/SessionLaws/Acts/2009/Chapter25/Print>

Section 3. The department shall have all powers necessary or convenient to carry out and effectuate its purposes including, without limiting the generality of the foregoing, the power to:

(21) place and maintain or grant permission by easement or otherwise to any public utility, corporation or person to place and maintain on or under or within the state highway system, the metropolitan highway system or the turnpike, or any part thereof, ducts, pipes, pipelines, mains, conduits, cables, wires, towers, poles or other structures to be so located as not to interfere with the safe and convenient operation and maintenance of the state highway system, the metropolitan highway system or the turnpike, and to contract with any such public utility, corporation or person for such permission on such terms and conditions as may be fixed by the department; provided, however, that in case of any such relocation or removal of facilities, the public utility, corporation or person owning or operating the same, its successors or assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location for as long a period and upon the same terms and conditions as it had the right to maintain and operate such facilities in their former location; and provided further, that otherwise, the department shall have the power to grant such easements over any real property held by the department as will not, in the judgment of the department, unduly interfere with the operation of any of its mass transportation facilities;

UTILITY FORCE ACCOUNT
TERMS AND CONDITIONS
Number 89687

FEDERAL AID PROJECT NUMBER: STP-002S(837)

MUNICIPALITY: MEDWAY

BRIDGE NUMBER: M-13-12

COUNTY OF: NORFOLK

ROUTE 109 INCLUDING BRIDGE NUMBER M-13-12

This Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the TOWN OF MEDWAY, hereinafter called the "Owner", and

WHEREAS, MassDOT proposes to reconstruct a portion of Route 109 including Bridge Number M-13-12 in the above Municipality, in Commonwealth of Massachusetts, and

WHEREAS, the Owner has installed and is operating and/or maintaining fiber optic distribution facilities hereinafter called the "Facilities", and

WHEREAS, the reconstruction of said roadway will make necessary the alteration and/or relocation of the Facilities hereinafter called the "Adjustment" to the extent shown on the construction plans, and

WHEREAS, the eligibility of Federal participation has been established in accordance with the current edition of Title 23, CFR, of the United States Department of Transportation, Federal Highway Administration, hereinafter called "FHWA".

NOW THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, it is hereby agreed between the parties hereto as follows:

WORK ORDER SYSTEM
DIVISION OF WORK

Section 1. All necessary labor, materials, equipment and other services shall be furnished by the Owner in accordance with 23 code of Federal Regulations Part 645. Utilities and the work shall be done by method a, b or c as shown below:

- a) By the Owner's Forces.
- b) By a contractor, who is the lowest pre-qualified bidder based on appropriate solicitation.
- c) By a continuing contract subject to approval by MassDOT under which certain work is regularly performed for the Owner.

When either method b or c is used, the Owner agrees to supply to MassDOT's Resident Engineer a copy of the contract between the Owner and the contractor, prior to the start of any work by the Owner's contractor.

Any relocation of utilities or utility facilities carried out under this agreement, in accordance with M.G.L. c. 6C, sec. 44(c), which is not performed by employees of the utility owner shall be subject to the prevailing wage law, M.G.L. c. 149, sections 26 to 27F. If the utility relocation work is performed by employees of the utility owner, the work will not be subject to the prevailing wage rates.

Prevailing wage rates for the utility's contractor(s) are available from MassDOT. The wage rates shall either accompany this agreement or be provided to the utility company under separate cover. The wage rates shall be incorporated into the actual costs incurred by the utility's contractor for the relocation work's cost. MassDOT will obtain annual updates for the wage rates. The wage schedule and updates must be posted at the worksite for the duration of the work. The utility owner must keep and submit to MassDOT weekly the certified payroll records and a signed statement of compliance (email is acceptable) for each subcontractor. No reimbursements under MGL c. 149, section 27B will be made until certified payroll records for the work have been received.

For further information on the prevailing wage requirement and to obtain wage schedules, go to the Department of Labor Standards website at www.mass.gov/dols.

Section 2. It is understood and agreed that certain preliminary engineering has been performed by the Owner during the period from September 28, 2011 to the date of this agreement.

Section 3. The Owner hereby agrees that except for minor revisions, the scope of the work necessary to complete the Adjustment cannot be altered or enlarged without the prior written approval of MassDOT. If a change other than minor is necessary or desirable, the owner agrees to submit a written request to MassDOT for approval with a revised force account and plan. Written approval from MassDOT is not necessary when a condition results in an actual threat to the public safety or convenience, but a written report shall be submitted by the owner to the Engineer as soon as feasible.

Section 4. The District Highway Director shall notify the Owner, in writing, when the Owner is authorized to start work described in this agreement. When MassDOT's general contract has been executed, the District Highway Director shall furnish the name of the general contractor and state that the contractor has been notified that an Agreement is in force between the Commonwealth and the Owner. The Owner hereby agrees to notify the District Highway Director, in writing, prior to the start of any construction work by the Owner in connection with this agreement.

Section 5. The Owner hereby agrees to coordinate its force account work with the Resident Engineer of the project on a daily basis at a mutually agreeable time and to advise the Resident Engineer when work is suspended for a period of one day or more, when work is resumed and when work is completed on the project. Such coordination of work between the Owner and the Resident Engineer, can be done either verbal or in writing. The Owner also agrees that any work not previously scheduled to be done on a Saturday, Sunday or Legal Holiday will be done only after a three day advance notice has been given to the Resident Engineer, or lesser notice with written approval by the Resident Engineer, except when a condition exists which is an actual threat to the public safety or convenience.

Section 6. The Owner hereby agrees that its foreman or other authorized representative shall furnish to the Resident Engineer a written daily report of labor, materials and/or units installed (as shown and detailed on "Exhibit A"), equipment, and salvage, exclusive of prices, in connection with work by the Owner within two (2) working days from the close of the working day reported. Such daily report shall be submitted to the Resident Engineer on Form CSD-123 entitled: "Daily Work Force Report" (attached hereto and/or available on the MassDOT website)

Section 7. Upon the completion of the physical work, the Owner shall complete a "Utility Completion form" (attached hereto and/or available on the MassDOT website) to the District Highway Director showing the work actually done in connection with this Agreement.

Section 8. At the time of final billing or prior thereto, the Owner agrees to furnish MassDOT, in writing an explanation of any overruns or underruns amounting to more than twenty-five percent (25%) of the preliminary estimated cost. If the actual cost of the force account work does not exceed one thousand dollars (\$1000), an explanation will not be necessary unless the overrun or underrun is in excess of fifty percent (50%).

WORK ORDER SYSTEM **DIVISION OF EXPENSE**

Section 1. The Commonwealth will reimburse the Owner of the actual costs and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body for the adjustment of the Owner's Facilities under this Agreement, including the preliminary engineering performed by the Owner during the period from September 28, 2011 to the date of this Agreement less the salvage value of materials removed, determined in accordance with the applicable provisions of the Federal Highway Administration presently in effect.

MassDOT and the Owner prior to the start of construction will agree upon a relocation schedule. If the relocation is completed within the agreed upon time, MassDOT will reimburse the Owner 100% of its costs. If the Owner has inexcusably failed to meet the agreed upon schedule after written notice to the Owner outlining such failure, MassDOT will assess the Owner 1% of the amount to be reimbursed for each work day delayed.

If the relocation is so far behind schedule due to the Owner's sole negligence so that a contractor successfully brings a claim against MassDOT for costs of delay, the costs of said claim will be deducted from the relocation monies due the owner.

Section 2. Notification to commence preliminary engineering was issued dated September 28, 2011. An estimate of the cost of the labor, materials, equipment and other services to be furnished by the Owner for the Adjustment, dated July 9, 2015 is attached hereto and made a part hereof as "EXHIBIT A". Any supplementary estimate which is subsequently approved by the Chief Engineer of MassDOT and by the Owner will be attached hereto and made a part hereof.

It is understood that rates and cost components used in the estimate are not intended for use as reimbursable billing rates or costs in lieu of actual costs supported by the Owner accounting records.

In order to determine reimbursable actual costs for the Owner's equipment, the Owner shall maintain accounting and usage records for each item of equipment in sufficient detail to develop hourly billing rates acceptable to MassDOT upon audit. As an alternative to maintaining such detailed records for the Owner's equipment, the Owner may request and receive reimbursement at hourly rates not in excess of rates determined by use of the Construction Equipment Ownership Expense Schedule, Region 1, U.S. Army Corps of Engineers (A.C.E. Schedule) in effect at the time of usage. Invoices based upon such A.C.E. rates shall be accompanied by descriptive detail on each equipment item sufficient to permit identification in the A.C.E. Schedule; plus appropriate page references to the A.C.E. Schedule and/or A.C.E. rate computations. For equipment items not identifiable in the A.C.E. Schedule, or in special circumstances, the Owner may request MassDOT pre-approval of rates estimated on a reasonable basis. This paragraph does not apply to items of equipment rented by the Owner from third parties.

Section 3. All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT and/or the FHWA; and the Owner will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Owner which pertain to the performance of the provisions and requirements of this Agreement.

Section 4. There is no extension of service life in the Adjustment of the Owner's facilities in accordance with the conditions of said memorandum of the FHWA.

METHOD OF PAYMENT TO THE OWNER

Section 1. During the course of the project, the Owner may present monthly progress bills of the incurred costs for approval and payment by MassDOT.

Section 2. Upon completion of the physical portion of the Adjustment to the satisfaction of MassDOT and the Owner, written notification shall be given to the District Highway Director by the Owner that said work has been completed and, within 120 days thereof, the Owner will submit to MassDOT a final detailed bill as required by the FHWA, and final settlement will then be made between the MassDOT and the Owner.

FUTURE MAINTENANCE

Upon the completion of the Adjustment of the Owner's Facilities, the Owner shall thereafter maintain said Facilities as adjusted including the cost thereof.

MISCELLANEOUS

This Agreement shall not be considered fully executed until signed by the Department and nothing under **Division of Work**, shall commence until the effective start date of performance, **Notice to Proceed**, is issued by MassDOT.

Title to said Facilities as adjusted shall remain with the Owner.

Any permit as required shall be issued by MassDOT. The conditions of said permit providing for removal of the Owner's Facilities and also any conditions inconsistent with the provisions of this Agreement shall not apply thereto.

This agreement is set to expire on the date noted on the Standard Contract Form "Contract End Date". If an extension of time is needed beyond this date, a request is needed in writing with a minimum 60-day advance notice before the expiration date. The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. An extension for this agreement after this date will not be granted and will be terminated. Any work done after this Contract End Date may not be reimbursable to the Owner.

BUY AMERICA REQUIREMENTS

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

(a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

(b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit B.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

(c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Utility Completion Form (UF-1)

UTILITY COMPANY INPUT

Contract No:	Contract Name:	Contract Location:	District:
Name of Utility:		Name of Utility Authorized Representative:	
Utility Transmittal No:	Date: <small>Click here to enter a date.</small>		
Name of Contractor:		Name of Contractor Authorized Rep:	
Force Account Agreement No.	Force Account Date:	Utility Phase <small>(if applicable):</small>	
Was the work for the utilities completed?			<input type="checkbox"/> Yes <input type="checkbox"/> No
*Attach all documentation (i.e. Daily Force Accounts and Chargeable Invoices)			
<small>Start Date: Click here to enter a date.</small>		<small>End Date: Click here to enter a date.</small>	
If yes, was the work completed within the current approved Utility Duration as referenced in the Force Account agreement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has all the completed force account paperwork been attached?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, have you, the Utility, notified the MassDOT R.E. of completion date and forwarded confirmation, to the Contractor?			<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ <i>Utility/Authorized Representative Signature</i>		_____ <i>Date</i>	

CONTRACTOR INPUT

To the best of my (*Contractor Rep*) knowledge, I agree that the Utility has completed their (*Utility*) known scope, for this applicable phase of the Utility work, to allow the Contract Work to progress. Yes No

*Note: **this form** does not serve as a proper notice of delay – see Contract requirements. If no, has MassDOT been formally notified, via letter, identifying what work is preventing the Contractor from progressing?*

<small>Confirmed Start Date: Click here to enter a date.</small>	<small>Confirmed End Date: Click here to enter a date.</small>
If there are no known issues with the Utility's declared completion of their work – Contractor to sign here. Otherwise, provide (here or attached) a summary of what is not complete and preventing work from progressing and forward to MassDOT and the Utility).	
_____ <i>Contractor/Authorized Representative Signature</i>	_____ <i>Date</i>
Send To: Name of MassDOT Auth. Representative: Choose Name	Date sent to MassDOT: <small>Click here to enter a date.</small>

MassDOT DISTRICT CONFIRMATION

Was the work for the utilities completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<small>Start Date: Click here to enter a date.</small>	<small>End Date: Click here to enter a date.</small>
If yes, was the work completed within the current approved Utility Schedule as referenced in the Force Account?	<input type="checkbox"/> Yes <input type="checkbox"/> No
In compliance with agreement duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, Resident Engineer drafts memo to State Utility Engineer to initiate payment CC: Resident Engineer, District Utility Constructability Engineer, District Construction Engineer	
Confirming this is a <u>phase</u> payment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Confirming this is a <u>final</u> payment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
CC: Resident Engineer, State Utility Engineer, District Utility Constructability Engineer, District Construction Engineer	
_____ <i>MassDOT/Authorized Representative Signature</i>	_____ <i>Date</i>



DAILY WORK FORCE REPORT

UTILITY - Force Account:

Force Account Agreement #: _____
 Agreement with: _____
 Agreement Date: _____
 Eligible for Reimbursement: Yes No

NAME OF UTILITY CO. _____

(or)

CONTRACTOR - Time & Materials:

NAME OF PRIME CONTRACTOR CO. _____
 NAME OF SUB-CONTRACTOR _____

Note: * All Sub-Contractors work force shall be tracked individually and separately from the Prime Contractor.

DATE OF WORK PERFORMED: 13-Feb-14

Project Description/Town City: _____ Project #: _____ Contract #: _____

Description of Work Performed (including Location / Area): _____

LABOR

NAME <i>FIRST LAST</i>	CLASSIFICATION	No.	TIME WORKED	HOURS		
				REG'R	D.T.	TOTAL
			7:30 AM TO 4:00 PM			0
			to			
			to			
			to			
			to			
			to			
			to			
			to			
			to			
			to			
			to			
			to			
0				0	0	0

EQUIPMENT

DESCRIPTION / MODEL / MAKE / YEAR	NOTES	No.	TIME WORKED	HOURS		
				REG'R	STAND BY	TOTAL
			7:30 AM TO 4:00 PM	0	0	0
			to			
			to			
			to			
			to			
			to			
			to			
			to			
			to			
0				0	0	0

MATERIAL

DESCRIPTION	INVOICE #	\$ AMOUNT	SALVAGE / CREDIT DESCRIPTION	INV. #	QNTY. / UNIT	\$ AMOUNT
						\$0
50						\$0

RECEIVED: _____
 TITLE: _____
 MassDOT - Highway Division
 DATE: _____

SIGNED: _____
 TITLE: _____
 Utility Company Representative (or) Contractor
 DATE: _____

Note: The contractor shall provide a bill of materials for labor, materials, and equipment used and shall not be considered as a receipt for payment or performance.

UTILITY RELOCATION COVER SHEET



Date: 7/9/15

MassDOT Project File No: 605657

Project Description:

Utility: Town of Medway/Comm-Tract Corp.

Design Submittal:

45 Holliston St
Medway, MA 02053

Submitted By: Richard Boucher 508-533-3227 X 5113

Name: Frank Hunnewell

Tel. #: 781-983-5024

Email: fhunnewell@comm-tract.com

Estimated Labor Cost: \$6,000.00

Estimated Material Cost: \$1,246.00

Estimated Equipment Cost (if applicable): \$658.00

Estimated Police Details / Traffic Protection Cost: \$800.00

Estimated SUB CONTRACTOR Cost (if applicable): n/a

Estimated Salvage Value (to be subtracted from total): n/a

Estimated TOTAL Cost: \$8,704.00

Temporary Relocations Included

Sketches Attached

Facility Betterment

(If CHECKED, provide brief explanation)

If NO salvage value included, provide brief explanation:

No salvageable material.

Aerial Relocations:

Total Number of poles necessitating relocation (even if utility is NOT installing the pole): 21

Total amount of wire / cable for relocation (in feet): 200

Brief Explanation of Scope of Work / Other Remarks:

Relocation of existing Town of Medway fiber optic cable along Route 109, cable placement, splicing and testing as required.

Underground Relocations:

Total Number of pipe or conduit for relocation:

Total amount of manholes for RELOCATION (Adjustments not included):

Brief Explanation of Scope of Relocation Work / Other Remarks:

Exhibit A
1/7

MassDOT Utility Relocation Scheduling Spreadsheet Project File # 605657

*Please complete this form for all work required for your utilities relocation. Each event shall be broken down and categorized for the work required. Each task shall have the required duration based on a normal 8-hour work day. These durations do not include holidays or weekends unless specifically noted. Each Phase shall be noted whether it is a Phase proposed by the utility or by MassDOT. It should also be noted if work is required by another party during any of the Phases which are outlined below. The estimated time durations submitted by the utility company shall be binding for reimbursement and shall be documented as to how the duration was determined if MassDOT determines that a duration is excessive and can not be documented. MassDOT will reject the proposal and the project will become non-reimbursable.

An initial lead time (30 days) for the first utility to begin relocations will be granted. All other lead time will run concurrent with actual work being performed on site.

Is there necessary construction work to be done by MassDOT contractor prior to utility relocations?		Yes	No		
MassDOT Construction Phase 1:	Description	Yes	No	Estimated duration by work days	
Utility Task 1	Relocate Town of Medway fiber optic cable, place, splice and test as required			1	Day
Utility Task 2	Relocate Town of Medway fiber optic cable, place, splice and test as required			1	Day
Utility Task 3					
Utility Task 4					
Utility Task 5					
Utility Task 6					
Utility Task 7					
Utility Task 8					
MassDOT Construction Phase 2:	Total Phase 1				
Utility Task 1					
Utility Task 2					
Utility Task 3					
Utility Task 4					
Utility Task 5					
Utility Task 6					
Utility Task 7					
Utility Task 8					
MassDOT Construction Phase 3:	Total Phase 2				
Utility Task 1					
Utility Task 2					
Utility Task 3					
Utility Task 4					
Utility Task 5					
Utility Task 6					
Utility Task 7					
Utility Task 8					
Total Phase 3					

The Contractor and/or MassDOT's designated contact shall contact the Utilities within a specified lead time to properly notify utilities of the start of scheduled relocation work. Such coordination of work between the Contractor and/or MassDOT's designated contact and the Utility shall be done in writing, including electronic mail.



Town of Medway
 Scope of Work ITC 54 MASS DOT Project # 605657
 Fiber Optic Municipal Area Network – Relocation of Fiber Optic Backbone

Prepared by:	Comm-Tract Corp. 235 Summer Road, Bldg. # 4 Boxborough, MA 01719	Contact:	Bryan Hopkins
		Telephone:	(781) 890-5070 x6952
		Email:	bhopkins@comm-tract.com
Date:	July 9, 2015		

Bid No.	
Customer Number	

Bill To:		Ship To:	
Company:	Town of Medway	Company:	Town of Medway
Address:	45 Holliston Street Medway, MA. 02053	Address:	45 Holliston Street Medway, MA. 02053
Contact Name:	Richard Boucher	Contact Name:	Richard Boucher
Phone:	508-533-3227 x5113	Phone:	508-533-3227 x5113
Fax:		Fax:	
Email:	rboucher@medway.k12.ma.us	Email:	rboucher@medway.k12.ma.us

Description of Work

Town of Medway
 Fiber Optic Municipal Area Network -- Relocation of Fiber Optic Backbone
 Scope of Work

This Scope of Work (SOW) that follows was developed in coordination with the Town of Medway. The information regarding sites and overall requirements was provided by the Town of Medway and Mass DOT, supplemented by field site surveys by Comm-Tract personnel.

- We propose to transfer the Town of Medway's Fiber Optic Backbone Cable to 21 New Utility Poles along Route # 109 (Main Street) Medway Massachusetts.
- We propose to furnish, place, splice and test new fiber optic cable if necessary.

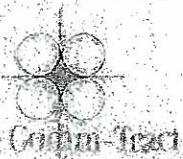
3/7



Town of Medway
Scope of Work ITC 54 MASS DOT Project # 605657
Fiber Optic Municipal Area Network – Relocation of Fiber Optic Backbone

Quantity	Bill of Materials Description
21	5/8" Galvanized Pole Attachment Hardware
200 ft.	Corning 12 Count SMF-28e Fiber Cable
2	Corning Outside Plant Splice Cases
24	Fusion Heat Shrinks
2	Shoe Shoes for Aerial Slack Storage

4/7



Town of Medway
Scope of Work ITC 54 MASS DOT Project # 605657
Fiber Optic Municipal Area Network – Relocation of Fiber Optic Backbone

Warranty Information - Technical and Compliance Notes:

The Comm-Tract provided manufacturer's warranty and technical compliance with design and installation standards information is provided below as associated with this scope of work.

- Comm-Tract is an approved Extended Warranty Provider (EWP) for Corning Cable Systems.
- The 25 Year Corning EWP Warranty commencing on the date of an accepted installation by the Customer covers all Corning Cabling Systems products and covers the repair, and/or replacement of all installed components including, but not limited to fiber cable, fiber connectors, fiber patch panels, fiber jumpers and patch cords, and other materials as installed.
- The repair and/or replacement of any component in the certified and approved network solution as provided and installed by Comm-Tract under the EWP Warranty is provided at no cost to the Customer 25 year period of the EWP Warranty.

- Comm-Tract adheres to the following design and installation standards relative to the scope of work as provided.
- ANSI/TIA/EIA – 568 Standards
- ANSI/TIA/EIA – 569 Standards
- TIA/EIA 604 Fiber Optic Standards
- TIA-492 Fiber Optic Installation Standards
- TSB-149 Fiber Optic Workmanship Standards

5/7



Town of Medway
 Scope of Work ITC 54 MASS DOT Project # 605657
 Fiber Optic Municipal Area Network – Relocation of Fiber Optic Backbone

Special Terms

Customer agrees to the following payment schedule:	
100% Upon Final Completion and Acceptance By Customer.	\$ 8,704.00

- The Project Price shall be subject to adjustment in the event of any mutually agreed upon written changes made to the Scope of Work. Any changes during the project to the Scope of Work will be mutually agreed to in writing with Customer prior to any changes, or additional charges being added or deleted to the project.
- Prices are valid for 30-days.
- The Project Price does not include licensing of pole or underground facilities.
- The Project Price includes police details.
- The Project Price does not include permitting if applicable.
- The Project Price does not include any applicable taxes.
- The Project Price includes shipping charges.
- The Project Price assumes access to each location is free and clear.
- Comm-Tract will perform during normal business hours – Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise specified in the Description of Work.
- Customer hereby agrees to the terms and conditions set forth in the Scope of Work by signing below or issuing a Purchase order referencing this Scope of Work.
- This Scope of Work is governed by the terms and conditions of the Commonwealth of Massachusetts ITC 45 Contract.

Est. Completion Date:	To be determined
Total	\$ 8,704.00

Customer Name:	
Authorized Signature:	
Name:	
Date:	

6/7

Date: 07/10/15

Project Name

Medway, MA, Mass DOT Relocate Project File # 605657

Page: 1 of 1

Item#	Description	Part #	Qty Units	Unit Cost	MATERIAL			LABOR				
					Total Cost	Totals Break/Down	Set Ups	Set Unit	Total Hours			
1	Material											
2	OSP Splice Case		2	420	480.00							
3	heatshrink		24	1	24.00							
4	Pole Hardware		21	20	482.00							
5	Snow Shoe		2	40	80.00							
6	12 fiber lig 8		200	1	200.00							
7						1,246.00						
8	Police Details											
9	police details		16	50	800.00							
10						800.00						
11												
12												
13	Labor											
14	Linerman								16.00	1.00	16.00	
15	Driver								16.00	1.00	16.00	
16	Groundman								8.00	1.00	8.00	
17	Fiber Splicer								8.00	1.00	8.00	
18	Project Manager								16.00	1.00	16.00	
19							6,000.00					
20	Equipment											
21	T40C Bucket		1									
22	Splice & Test Eq		1									
23	Cable trailer		1									
24	Mics		1									
25	Total Break Down						658.00					
							8,704.00					

7/7

MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Date _____, 20_____

WE,

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 20_____

My Commission Expires: _____

Notary Public/Justice of the Peace

EXHIBIT B

AGENDA

ITEM #5

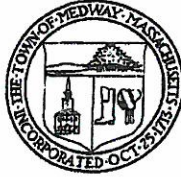
Acceptance of Trail Drive [Norwood Acres] – Postponed from 8/31/15 Meeting

Associated back up materials attached.

- Memorandum from Susy Affleck-Childs, Planning and Economic Development Coordinator, dated August 24, 2015
- Associated subdivision plan and map
- Deed documents

Proposed motion:

I move that the Board of Selectmen accept the deed from Andrew and Matthew Marshall to convey to the Town of Medway parcel A-1 as shown on the Norwood Acres Definitive Subdivision Plan, also known as 4 Trail Drive, Parcel 46-010, for the purposes of open space/conservation, passive recreation, and the promotion and development of the Town's natural resources.

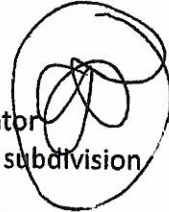


TOWN OF MEDWAY
Planning & Economic Development
155 Village Street
Medway, Massachusetts 02053

MEMORANDUM

August 24, 2015

TO: Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Acceptance of conveyance of open space parcel at Norwood Acres subdivision



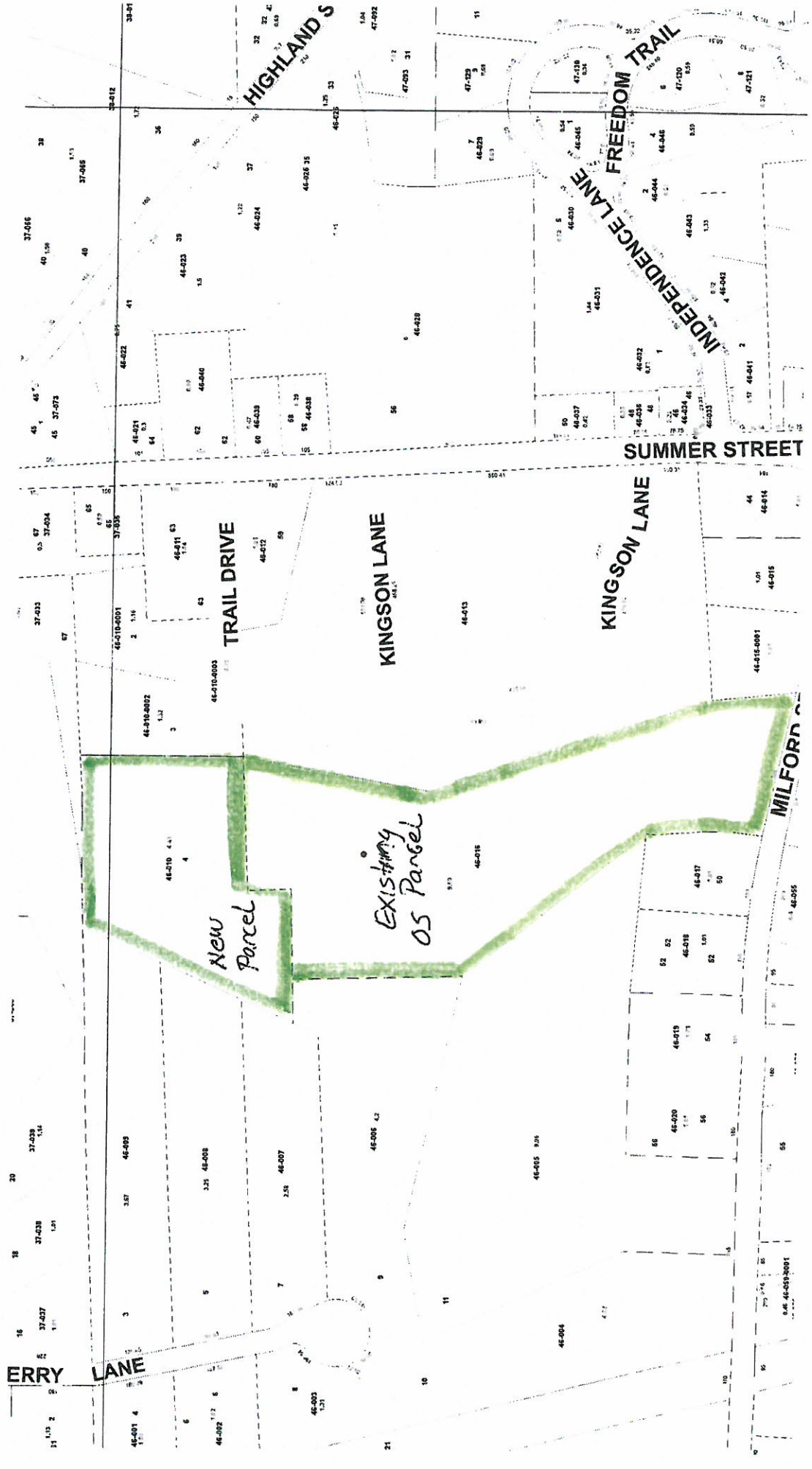
BACKGROUND – In October 2012, the Planning and Economic Development Board issued a decision approving the development of a 2 lot, permanent private way subdivision known as Norwood Acres. The site was 61 Summer Street, off of the west side of Summer Street, north of the Kingson Lane condo development. The site is 7.78 acres. The new subdivision street is Trail Drive. The plan showed two house lots plus a 4.49 acre open space parcel (4 Trail Drive, Parcel 46-010). *See attached Sheet of the endorsed subdivision plan.* The developer was Wayne and Sheila Marshall along with their sons Andrew and Matthew Marshall of Medway.

As part of the plan review and approval process, the applicant had proposed and the Conservation Commission agreed in principle to accept the conveyance of the above noted open space parcel. The Commission was interested in this property because it directly abuts a 9.69 acre open space parcel the Town already owns to the south which is under the jurisdiction of the Conservation Commission (48 Milford Street, Parcel 46-016). *See attached Assessor's Map.*

CURRENT STATUS – As part of the subdivision close-out process, we need to finalize the conveyance of the open space parcel. At its July 23, 2015 meeting, the Conservation Commission voted to accept the property. The next step is for the Board of Selectmen to vote to accept the conveyance. *A copy of the deed is provided.*

RECOMMENDATION

1. **MOTION** – I move that the Board of Selectmen accept the deed from Andrew and Matthew Marshall to convey to the Town of Medway, parcel A-1 as shown on the Norwood Acres Definitive Subdivision Plan, also known as 4 Trail Drive, Parcel 46-010, for the purposes of open space/conservation, passive recreation, and the promotion and development of the Town's natural resources.
2. **SIGN ACCEPTANCE OF DEED document.** *See attached.*



ERRY LANE

HIGHLAND S

FREEDOM TRAIL

INDEPENDENCE LANE

SUMMER STREET

TRAIL DRIVE

KINGSON LANE

KINGSON LANE

MILFORD

New Parcel

Existing 05 Parcel

46-001 4

46-002 6

46-003 1.31

46-004 3.67

46-005 3.25

46-006 4.2

46-007 2.25

46-008 3.25

46-009 3.67

46-010 4.4

46-011 3.32

46-012 1.16

46-013 0.5

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CONFIRMATORY DEED

We, Andrew J. Marshall and Matthew W. Marshall of 65 Summer Street, Medway, Norfolk County, Massachusetts, for consideration of one dollar and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, grant to the Town of Medway, acting by and through its Conservation Commission, pursuant to Massachusetts General Laws, Chapter 40, Section 8C, and for the purposes of open space/conservation, passive recreation, and the promotion and development of natural resources of the Town, and will substantially remain in its natural condition, to be managed and controlled by the said Conservation Commission:

WITH QUITCLAIM COVENANTS

A certain parcel of land situated on Summer Street in Medway, Norfolk County, Massachusetts being shown as Parcel A-1 on a plan entitled "Norwood Acres Definitive Subdivision Permanent Private Way in Medway, Massachusetts", owners: Andrew J. Marshall and Matthew W. Marshall dated 14 August 2012, which plan is recorded with the Norfolk Registry of Deeds as Plan Book 622, Pages 57 - 63, and to which plan reference is made for a more complete description of said Parcel A-1.

Said Parcel A-1 contains 195,584 square feet (4.49 acres) of land, more or less, according to said plan.

Being a portion of the premises conveyed to Grantors by Deed of Wayne E. Marshall and Sheila A. Marshall to Andrew J. Marshall and Matthew W. Marshall dated December 17, 2010 and recorded in the Norfolk County Registry of Deeds on December 22, 2012 in Book 28430, Page 190.

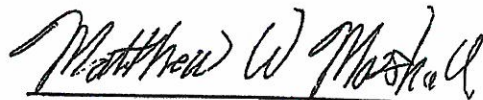
Said premises are conveyed subject to and with the benefit of easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

This confirmatory deed is to correct the deed previously recorded at Book 33016 Page 556 which was recorded prematurely prior to acceptance by the Conservation Commission and the approval of The Board of Selectmen.

Witness our hands and seals this 21st day of August, 2015.



Andrew J. Marshall



Matthew W. Marshall

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

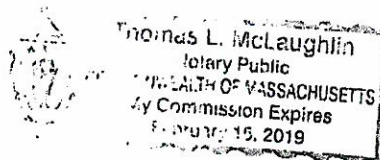
August 21, 2015

On this 21st day of August, 2015 before me, the undersigned notary public, personally appeared Andrew J. Marshall and Matthew W. Marshall and acknowledged the foregoing instrument to be their free act and deed, and provided to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the persons whose names are signed on the preceding or attached document in my presence and for its stated purpose.



Thomas L. McLaughlin, Notary Public

My Commission Expires: 2/15/2019



ACCEPTANCE OF DEED

Acceptance of the foregoing deed was approved by the Town of Medway Board of Selectmen pursuant to the vote of the Board of Selectmen on _____, 2015.

John Foresto, Chairman

Glenn Trindade

Maryjane White

Dennis Crowley

Richard D'Innocenzo

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this ___ day of _____, 2015, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as members of the Town of Medway Board of Selectmen.

Notary Public
My commission expires: _____

AGENDA

ITEM #6

Approval – Millstone Builders, LLC Request to Refinance Mortgage [Millstone Condominium Project]

Associated back up materials attached.

- Memorandum from Doug Havens dated October 8, 2015
- Correspondence from Cathy Netburn, attorney, dated October 1, 2015
- *Consent to Mortgage*
- *Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, Affordable Housing Deed Rider and related documents*

Proposed motion: I move that the Board of Selectmen vote to consent to Millstone LLC's execution and recording of a mortgage, pursuant to Section 10 of the Regulatory Agreement, and to authorize the Chairman to execute the written consent form as required by the Lender.



Medway Community Housing Coordinator

Date: October 8, 2015
To: John Foresto - Chair, Medway Board of Selectmen
From: Doug Havens,
dhavens@townofmedway.org
RE: Millstone Village: Request for Consent to Refinance

Having reviewed:

- the 10/1/15 letter from Millstone Village's counsel to the Board of Selectmen requesting consent for Millstone Builders, LLC refinancing of the project's current mortgage;
- the pertinent section of Millstone's tri-party Regulatory Agreement, and
- Counsel's favorable email exchange with DHCD,

I recommend that the Board, for its part, accede to the request, and allow Millstone Builders, LLC to refinance its current mortgage.

I plan on being available at the 10/13/15 Board meeting to answer any questions.



D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.
Attorneys at Law

268 Main Street | P.O. Box 2223 | Acton, MA 01720
tel 978.263.7777
fax 978.264.4868

Louis N. Levine
F. Alex Parra
Cathy S. Netburn
Maryann Cash Cassidy

October 1, 2015

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

RE: Millstone Condominium, Medway, Massachusetts (the "Project")

Dear Sir and Madam:

This office represents Millstone Builders, LLC, the Project Sponsor of the above-referenced condominium ("Millstone"). Pursuant to Section 10 of the Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, attached hereto, ("Regulatory Agreement") executed by Millstone, except for sales of Units to home buyers as permitted by the terms of the Regulatory Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

Millstone is presently attempting to modify and refinance its existing loan to Southbridge Savings Bank in connection with the Project. In fact, one of the purposes of the refinance is to obtain funds to be held as security by Southbridge Savings Bank pursuant to a tripartite agreement with the Town of Medway Planning Board and Millstone relating to the construction of the Project roadways. Accordingly, by this letter Millstone is requesting that the Board of Selectmen vote to consent to Millstone's execution and recording of a mortgage, pursuant to Section 10 of the Regulatory Agreement, and to execute the written consent form attached hereto as required by the Lender.

Would you kindly put Millstone on the agenda for the next Board of Selectmen's meeting and advise us as to the time of same.

Thank you for your assistance in this matter.

Very truly yours,
D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

By: 

Cathy S. Netburn

e-mail: cnetburn@dlpnlaw.com

CSN/jlc

Cc: Doug Havens
Susan Aflack-Childs
Millstone Builders, LLC

CONSENT TO MORTGAGE

The Town of Medway, acting by and through its Board of Selectmen, as party to that certain Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, dated July 29, 2015, recorded with the Norfolk District Registry of Deeds in Book 33390, Page 351, by and between Millstone Builders, LLC, as Project Sponsor, DHCD, and the Town of Medway, Massachusetts, hereby consents to the execution and recording of a mortgage, as well as any refinancings, modifications or amendments thereto, covering the Premises described as follows:

The land in Medway, Norfolk County, Massachusetts, shown as Parcels A & B on a plan of land entitled, "Plan of Land Medway, Massachusetts (Norfolk County), Scale 1" - 100', March 18, 2014, Owner: Betty Ann McCall-Virnaglia, Prepared By: GLM Engineering Consultants, Inc." which plan is recorded with the Norfolk County Registry of Deeds at Plan Book 632, Plan 76-79.

Said Parcel A contains 30.61 acres, more or less, according to said plan,

Said Parcel B contains 20.40 acres, more or less, according to said plan,

Being the same premises granted to Project Sponsor by deed recorded with said Registry in Book 32460, Page 303.

Executed under seal this ____ day of October, 2015.

The Town of Medway, by its
Board of Selectmen

By: _____
Its Chairman

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of October, 2015, before me, the undersigned notary public, personally appeared _____, Chairman of the Town of Medway Board of Selectmen, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission expires:

RECORDED ON 8-11-15
IN BOOK 33340
PAGE 351

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 29th day of July 2015 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Medway ("the Municipality"), and Millstone Builders LLC, a Massachusetts limited liability company, having an address at 1 Golden Court, Westborough, Massachusetts 01581, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Millstone Village at a 51-acre site off Lovering Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 80 condominium units/detached dwellings (the "Units") and 8 of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- _____ of the Low and Moderate Income Units shall be one bedroom units;
- 8 of the Low and Moderate Income Units shall be two bedroom units;
- _____ of the Low and Moderate Income Units shall be three bedroom units; and,
- _____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- one bedroom units - 700 square feet
- two bedroom units - 900 square feet
- three bedroom units - 1200 square feet
- four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. The Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider

in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall

cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. Intentionally Omitted

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable,

the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the

approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Medway
Planning Board
155 Village Street
Medway, MA 02053

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

Town of Medway
Community Housing Coordinator
155 Village Street
Medway, MA 02053

Project Sponsor: Millstone Builders LLC
1 Golden Court
Westborough, Massachusetts 01581

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider

containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD

may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement by providing written notice of such delegation to the Project Sponsor and the Municipality and acceptance by the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR
Millstone Builders LLC

By: Steven F. Venincasa
Steven F. Venincasa,
its Manager

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: [Signature]
its Associate Director

MUNICIPALITY
Town of Medway Board of Selectmen

By: [Signature]
its Chairman
(Dennis Crowley)

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

March 10, 2015

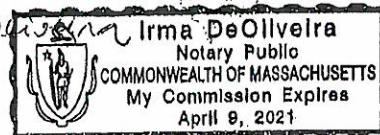
On this 10 day of March, 2015 before me, the undersigned notary public, personally appeared STEVEN F. VENIACASE, proved to me through satisfactory evidence of identification, which were DL, to be the person whose name is signed on the preceding document, as _____ of the _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Handwritten Signature]

Notary Public

Print Name: IRMA DE OLIVEIRA

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

July
March 29, 2015 BS

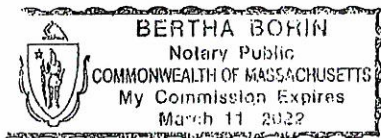
On this 29th day of July, 2015 before me, the undersigned notary public, personally appeared Catherine Baker, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Handwritten Signature]

Notary Public

Print Name:

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk, ss.

Feb 4, 2015

On this 4th day of February, 2015, before me, the undersigned notary public, personally appeared Dennis Crowley, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding document, as Board of Selectmen Chairman for the City/Town of Medway, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Maryjane White
Notary Public
Print Name: MARYJANE White
My Commission Expires: Aug 6, 2015

CONSENT TO REGULATORY AGREEMENT

Re:

Millstone Village
(Project name)

Medway, MA
(City/Town)

Millstone Builders LLC
(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book 32460, Page 306, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the Mortgage it shall comply with the terms and conditions hereof.

Southbridge Savings Bank

By: [Signature]
its President & CEO

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Worce, ss. Sept 23, 2014

On this 23rd day of September, 2014, before me, the undersigned notary public, personally appeared Todd M. Tallman, proved to me through satisfactory evidence of identification, which were MA Driver License, to be the person whose name is signed on the preceding document, as President + CEO of Southbridge Savings Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
Print Name: JAMES A. SANDAGATO
My Commission Expires: 4/3/2020



(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

EXHIBIT A

Re:

Millstone Village
(Project name)

Medway, MA
(City/Town)

Millstone Builders LLC
(Project Sponsor)

Property Description

the land in Medway, Norfolk County, Massachusetts, shown as Parcels A & B on a plan of land entitled, "Plan of Land Medway, Massachusetts (Norfolk County), Scale 1" = 100', March 18, 2014, Owner: Betty Ann McCall-Virnaglia, Prepared By: GLM Engineering Consultants, Inc.," which plan is recorded with the Norfolk County Registry of Deeds at Plan Book 632, Plan 76-79.

Said Parcel A contains 30.61 acres, more or less, according to said plan.

Said Parcel B contains 20.40 acres, more or less, according to said plan.

Being the same premises granted to Project Sponsor by deed recorded with said Registry in Book 32460, Page 303.

EXHIBIT B

Re:

Millstone Village
(Project name)

Medway, MA
(City/Town)

Millstone Builders LLC
(Project Sponsor)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	Sale Price	Condo Fee	% Interest
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ <u>174,700</u>	\$100__	.50__
Three bedroom units	\$ _____	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers _____ on:

- a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.
- floor plans recorded with the Master Deed of the Condominium recorded with the _____ Registry of Deeds in Book _____, Page _____.

EXHIBIT C

[TO BE REPLACED BY BLANK DEED RIDER]

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200__. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [Massachusetts Housing Finance Agency ("MassHousing"), [the Massachusetts Department of Housing and Community Development] ("DHCD") [the Municipality; and [_____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200_.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

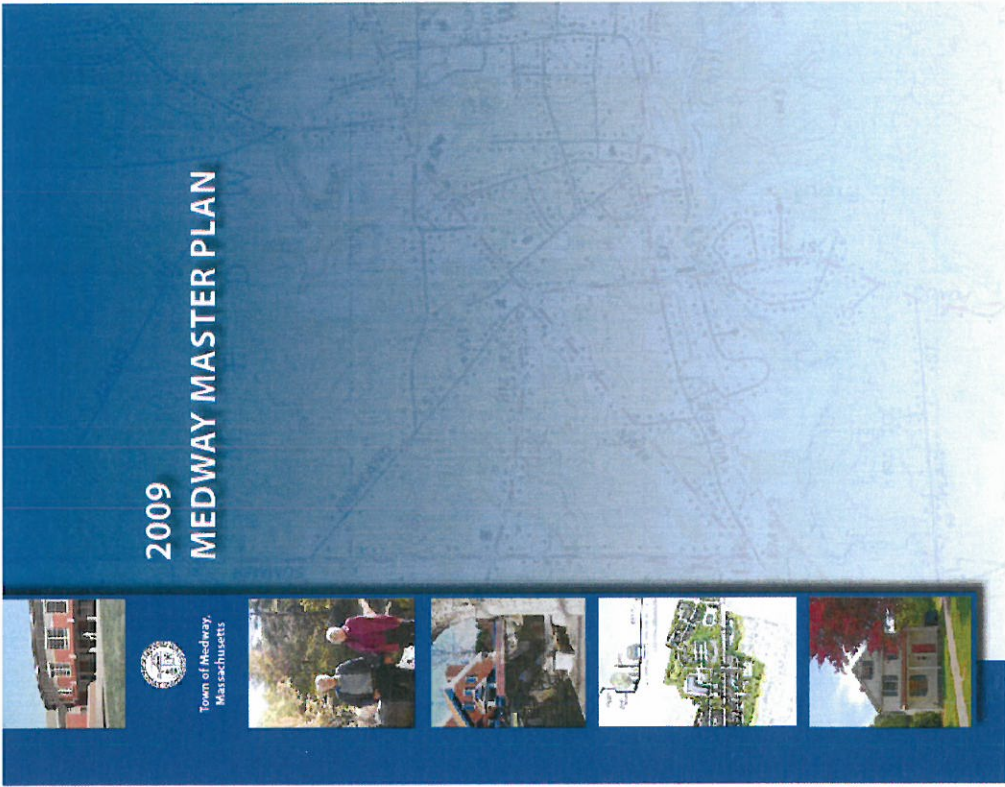
AGENDA

ITEM #7

Presentation – Master Plan Mid-point Report

Associated back up materials attached.

- *2009 Medway Master Plan Status Preliminary Briefing to the Board of Selectmen*



2009 Medway Master Plan Status Preliminary Briefing to the Board of Selectman

Jim Wieler and Dave Kaeli
October 13, 2015

Master Plan Status Briefing

- **Reason for this Update**
 - Determine where the Town is relative to the 2009 Master Plan goals and actions
 - Remind Boards / Committees / Departments of goals and actions
 - Prepare for the next Master Plan Update
- **Process for 2009 Master Plan Goals and Actions**
 - Upon adoption of the 2009 Master Plan the liaison personnel from the Master Plan Committee were tasked to remind boards and committees of their assigned goals and actions.
- **Process for this Status Update**
 - Sorted all 2009 Master Plan goals and action items by board and committee and asked all boards and committees for status updates and comments.

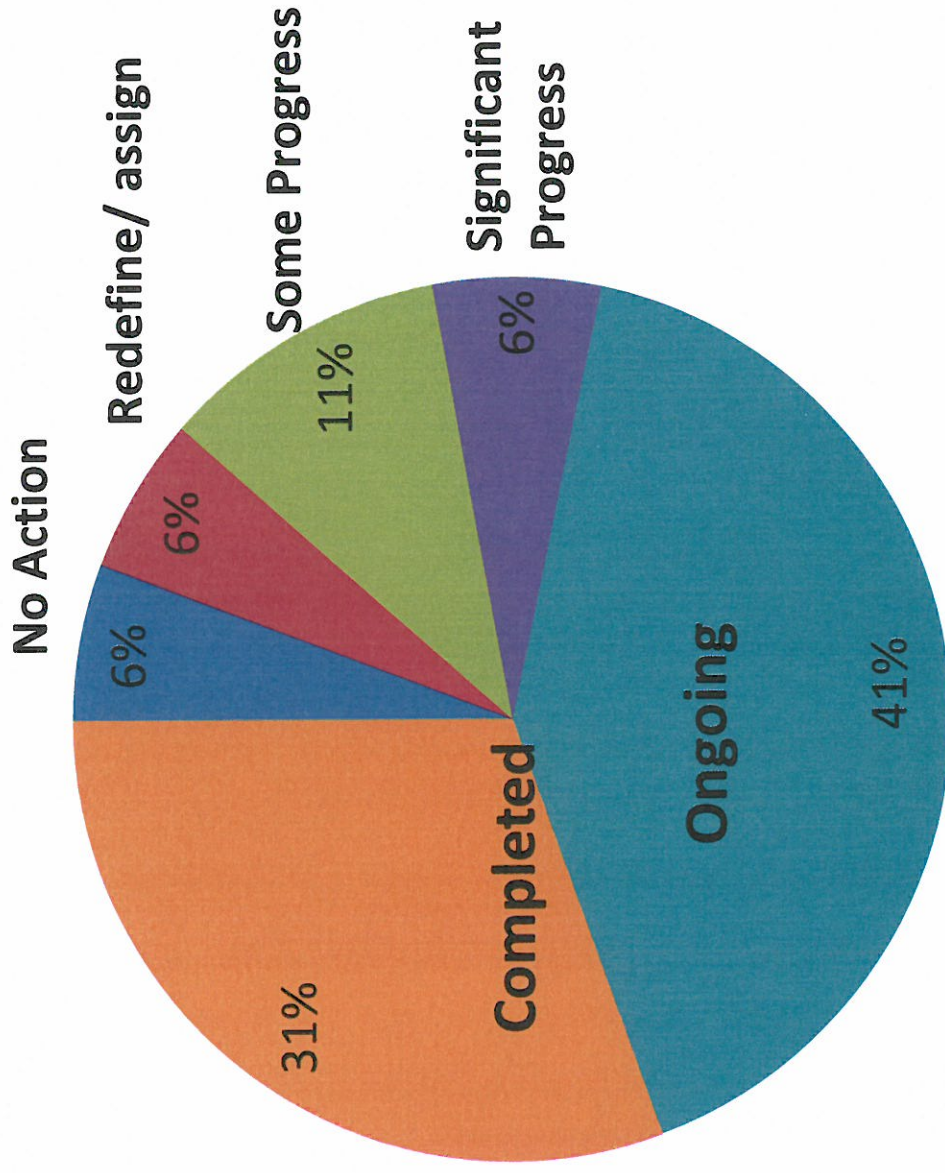
Master Plan Review

- Medway Master Plans:
 - 1968?, 1999, 2009
- The 2009 Master Plan Committee was comprised of a few members at large and members of most of the Town's land use boards/committees.
- The Master Plan provides:
 - Overview of Town and Demographics
 - Guidance for Boards / Committees / Departments

Master Plan Subject Areas

<u>SUBJECT AREA</u>	<u>Goals</u>	<u>Action Items</u>
LAND USE	4	45
OPEN SPACE	7	41
ECONOMIC DEVELOPMENT	7	35
AFFORDABLE HOUSING	5	18
NATURAL AND CULTURAL RESOURCES	5	28
PUBLIC FACILITIES - WATER & SEWER	4	10
PUBLIC FACILITIES - SCHOOLS	7	20
PUBLIC FACILITIES - TOWN FACILITIES	6	12
TRANSPORTATION	6	25

Overall Statistics



78% of actions are Completed, Ongoing, or show Significant Progress

Reasons for Accomplishments

- Unified Goals– Clear vision and mission statements
- Solid Leadership
- Professional Town employees
- Dedicated Volunteers – Representatives from Master Plan Committee are still on a large number of boards and committees
- CPA funding has enabled many of the improvements
- New committees formed/merged to address goals and actions
 - Energy Committee
 - Planning Board now Planning and Economic Development Board
 - Redevelopment Authority

Land Use / Open Space Accomplishments

- **Land Use**
 - Enacted multiple zoning bylaw changes / updates for OSRD and ARCPUD, mixed use zoning
 - Improved mapping and information exchange with GIS, community outreach via web site and Facebook pages
- **Open Space**
 - Enabled the purchase of over 90 acres of land, establishing a management plan for Open Space
 - Restored the amphitheater
 - Created canoe launches, community farm, walking trails

Public Facilities Accomplishments

- **Water and Sewer**
 - Adopted Water Master Plan and capital improvement plan
 - Funded necessary capital investments relative to infrastructure improvements.
 - Replaced all water meters in Town, a new Highland Water Tank and the replacement of water pipes, services and hydrants on Main, Village, Adams, Winthrop and Highland Streets.
 - Implemented an Integrated Water Resources Management Program
- **Schools**
 - Completed facilities plan and maintenance schedules
 - Completed Middle School renovation on time and budget
 - Obtained grant for McGovern school windows
 - Implemented energy savings program, installed over 200kW solar arrays on Middle and High school roofs.
- **Public Facilities**
 - Performed needs assessment for Town facilities
 - Created maintenance plan for Town facilities
 - Conducted DPS facilities study, funding approved ATM 2015

Affordable Housing Accomplishments

- Completed a Housing Production Plan per DHCD requirements
- Activated the Affordable Housing Trust Fund
- Updated OSRD and ARCPUD bylaws with multiple projects pending
- Established multifamily housing option in Zoning Bylaw
- Purchased American Legion building on Cutler Street for future rental housing development

Natural and Cultural Resources Accomplishments

- Enabled the creation of the Medway Community Farm (50 Winthrop ST)
- Saved and restored Thayer House, creating a Town asset
- Established Medway Energy Committee

Transportation Accomplishments

- Completed a plan for the reconstruction of Route 109 corridor
- Adopted the practice to include sidewalk and roadway improvement line items in the Department of Public Works capital budget
- Enhanced a number of crosswalks to be “Alex Handy” crosswalks to increase safety

Barriers to Accomplishments

- For some action items there was unclear wording or the action item was not assigned to the correct group
- Action superseded by state mandates, overcome by events, or not practical
 - (e.g.. Water standards are dictated by the state and Title V practices)
- In some cases personnel changed (departments, boards, committees) and advocacy for Master Plan implementation was sometimes absent.

Actions that require further work examination or evaluation

- 22% of actions
 - 11% show some progress
 - 6% require re-wording or assignment
 - 6% show no action
 - Public outreach by some groups
 - No funding or personnel or lower priority
 - Mass Transit initiatives

What We Have Learned

- We have been successful with essentially no follow up effort
 - Many actions were “obvious” and readily adopted
 - Many actions have been turned into “business as usual” thru committee/boards mandates, rules and regulations
- We can do better
 - More frequent follow up
 - Use social media for broader reach and better communication
- A mid term formal progress review has become standard procedure among planning professionals

Next Steps

- 2015**
 - Create a Master Plan Implementation Committee to work with each board/committee/department on the remaining 11% of “doable” actions
- 2016**
 - Create final report and recommendations for next 2019 Master Plan
- 2017**
 - Form next Master Plan Committee
 - Establish a plan and schedule for the 2019 Master Plan
- 2018**
 - Perform research and compile Master Plan
 - Q3 Review and finalize
- 2019**
 - Approve Master Plan at 2019 Annual Town Meeting

AGENDA

ITEM #8

**Approval –
Purchase and Sale Agreement –
54R Adams Street**

*Associated back up materials previously
presented in Executive Session.*

Proposed motion: I move that the Board execute the Purchase and Sale Agreement relative to 54R Adams Street as presented.

AGENDA

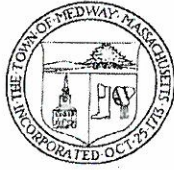
ITEM #9

Review of Proposed Planning and Economic Development Articles for Fall Town Meeting Warrant

Associated back up materials included in Tab 10.

- Memorandum from Susy Affleck Childs dated October 8, 2015
- Proposed Planning and Economic Development Articles – Article Number: 16-29

Proposed motion: I move that the Board vote to include the proposed Planning and Economic Development articles as presented in the 2015 Fall Town Meeting Warrant draft.

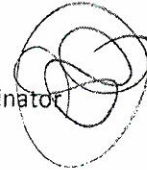


TOWN OF MEDWAY
Planning & Economic Development
155 Village Street
Medway, Massachusetts 02053

MEMORANDUM

October 8, 2015

TO: Medway Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Warrant for Fall Town Meeting



The Planning and Economic Development Board understands that the Board of Selectmen wants the PEDB to reduce the number of zoning bylaw amendment articles it has submitted for inclusion on the warrant for the fall 2015 town meeting

At its meeting on October 6, 2015, the PEDB determined that Articles 18, 20, 25, 26 and 29 as identified in the draft warrant dated 10-6-15 were relatively lower priority and could wait until the spring 2016 town meeting to be considered. The PEDB is amenable to having those five articles removed from the warrant for the fall 2015 town meeting.

The PEDB remains steadfast in requesting that Articles 17, 19, 21, 22, 23, 24, 27 and 28 be included on the warrant for the fall 2015 town meeting.

Andy Rodenhiser and I will attend the 10-13-15 BOS meeting to answer any questions you may have about the PEDB's proposed articles.

AGENDA

ITEM #10

Review and Adoption of Fall Town Meeting Warrant

Associated back up materials attached.

- Draft Warrant

Proposed motion: I move that the Board accept the proposed 2015 Fall Town Meeting Warrant.

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**TOWN OF MEDWAY
WARRANT FOR 2015
FALL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the Medway High School Auditorium, 88 Summer Street, on Monday, November 16, 2015 at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Fiscal Year 2016 Operating Budget Transfers)
To see if the Town will vote to transfer the sum of \$147,000 from the Fiscal Year 2016 Operating Budget in the amounts shown:

Dept. No.	Dept. Name	Amount
01301	Regional Schools	\$104,330
01915	Municipal Salary Reserve	\$ 42,670

to the following Fiscal Year 2016 departmental accounts in the amounts shown:

Dept. No.	Dept. Name	Amount
01135	Town Accountant	\$ 6,500
01141	Assessors	\$17,000
01145	Treasurer/Collector	\$ 8,000
01151	Legal Services	\$25,000
01155	Information Systems	\$35,000
01210	Police	\$11,000
01220	Fire	\$44,500

Or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

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ARTICLE 2: (Purchase Dump Truck)

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds the sum of \$165,000 for the purpose of funding the purchase of a dump truck, including associated engineering, personnel, maintenance and legal service costs, said appropriation to be expended by June 30, 2017, with unexpended funds as of June 30, 2017 being returned to the General Fund, or to act in any manner relating thereto.

DEPT. OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Repair Winthrop St Culvert)

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds the sum of \$90,000 for the purpose of funding the repair of a culvert on Winthrop St, including associated engineering, personnel, maintenance and legal service costs, said appropriation to be expended by June 30, 2017, with unexpended funds as of June 30, 2017 being returned to the General Fund, or to act in any manner relating thereto.

DEPT. OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Repurpose Funds: Water Meter Replacement Project to Water Main Replacement Project)

To see if the Town will vote to reallocate funds originally authorized to be borrowed under Article 14 of the June 15, 2009 Annual Town Meeting to pay costs of a Water Meter Replacement Program, which funds are no longer needed to pay costs of the project for which they were initially borrowed, to apply such funds, in the amount of \$78,035.98, to the Water Main Replacement Project authorized by vote of Article 11 of the May 2013 Annual Town Meeting, to pay costs of paving a portion of Winthrop Street, or to act in any manner relating thereto.

DEPT. OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

DRAFT

ARTICLE 5: (Repurpose Funds: Athletic Fields Project to High School Baseball Field Improvements)

To see if the Town will vote to reallocate funds originally authorized to be borrowed under Article 15 of the May 12, 2014 Annual Town Meeting to pay costs of replacing Hanlon Field turf, which funds are no longer needed to pay costs of the projects for which they were initially borrowed, to apply such funds, in the amount of \$4,874.19, to make improvements to the baseball field at Medway High School, 88 Summer Street, and to a new equipment storage structure at this school, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Repurpose CPA Funds: Athletic Fields Project to High School Baseball Field Improvements)

To see if the Town will vote to reallocate Community Preservation Act funds originally authorized to be expended under Article 8 of the November 18, 2013 Fall Town Meeting to pay costs for athletic field design and engineering, which funds are no longer needed to pay costs of the project for which they were initially authorized, and Article 13 of the May 12, 2014 Annual Town Meeting the purpose of which was to pay costs of athletic field construction, which funds are no longer needed to pay costs of the project for which they were initially borrowed, to apply such funds, in the amounts of \$34,717.77 and \$160,787.07 respectively, to make improvements to the baseball field at Medway High School, 88 Summer Street, and to a new equipment storage structure at this school, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Land Acquisition: 54R Adams St)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of the parcel of land located at 54 R Adams Street, Medway, Norfolk County, MA, identified on the Town of Medway Assessors Map as Map 20/Parcel 003, containing 33 acres more or less, as shown on the map filed with the Town Clerk, which land is now owned by George F. Lee and Charlotte A. Lee, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be used for purposes allowed by the so-called Community Preservation Act, Massachusetts General Laws Chapter 44B, to be under the management and control of said Board of Selectmen, and further, to see if the Town will vote to:

a) appropriate the sum of \$75,000.00 to pay costs of purchasing the property and \$10,000.00 for the payment of all other costs incidental and related thereto, and to determine whether this

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appropriation shall be raised by taxation, transfer from available funds, including amounts in the Community Preservation Fund, borrowing or otherwise provided;

b) authorize the Board of Selectmen to convey a permanent deed restriction with respect to this property in accordance with General Laws Chapter 44B, Section 12 and General Laws Chapter 184, Sections 31-33; and

c) authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (CPA Appropriation: Ecological Study of Adams St Area)
To see if the Town will vote to transfer the sum of \$6,500 from Community Preservation Act Fund Open Space Reserves to the Conservation Commission for the purpose of funding an ecological study and development of a land management plan for the Adams Street land owned by the Town and identified as parcel 29-020 on the Town of Medway Assessors' Map, and proximate Town-owned land with trails leading to Choate Park and identified as parcels 38-011, 47-032 and 39-074 on the Town of Medway Assessors' Map, or to act in any manner relating thereto.

**OPEN SPACE COMMITTEE
CONSERVATION COMMISSION**

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (CPA Appropriation: Trail Design and Engineering)
To see if the Town will vote to transfer the sum of \$35,000 from Community Preservation Act Fund Open Space Reserves to the Open Space Committee for the purpose of designing and engineering a trail system from the Medway High School Athletic Fields to Lovering Street, or to act in any manner relating thereto.

OPEN SPACE COMMITTEE

DRAFT

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (CPA Appropriation: Storywalk)
To see if the Town will vote to transfer \$10,000 from Community Preservation Act Fund Open Space Reserves to the Open Space Committee for the purpose of funding the placement sign stations associated with “Storywalk” along approximately one and a half miles of trail from the Medway High School to Choate Park, or to act in any manner relating thereto.

OPEN SPACE COMMITTEE

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (CPA Appropriation: Update Parks, Open Space and Athletic Fields Master Plan)
To see if the Town will vote to transfer \$19,000 from the Community Preservation Act Fund Open Space Reserves to fund consulting, design and engineering services to update the Town of Medway’s Parks, Open Space and Athletic Fields Master Plan to include improvements at Choate Park and enhance access to open space, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 12: (Funding for Library Makerspace)
To see if the Town will vote to transfer the sum of \$55,000 from Certified Free Cash to fund the design, engineering and construction of a “Makerspace” at the Medway Public Library; said appropriation to be expended by June 30, 2017, with unexpended funds as of June 30, 2017 being returned to the General Fund, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 13: (Prior Year Bills)

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To see if the Town will vote to transfer from the Human Resources Dept. Fiscal Year 2016 advertising account the sum of \$1,149.32 for the purpose of paying an unpaid bill of a prior year of the Town, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 14: (Amend General Bylaw: Penal Laws)

To see if the Town will vote to amend the Medway General By-Laws by revising Sections 12.9 (h), 12.21 (a), 12.22 (a), 12.23 (a), and 12.24 (a) in **Article XII: Penal Laws** as follows:

Maximum fine allowed: ~~\$100.00~~ **\$300.00**

Fine Schedule: First offense – Warning (*verbal or written*)
Second offense - ~~\$25.00~~ **\$100.00**
Third offense - ~~\$50.00~~ **\$200.00**
Fourth and each subsequent offense - ~~\$100.00~~ **\$300.00** maximum per day.
Each day to constitute a separate violation.

Or to act in any manner relating thereto.

BUILDING COMMISSIONER

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 15: (Amend General Bylaws: Affordable Housing Trust)

To see if the Town will vote to amend the Medway General By-Laws by revising Section 2.18 (c) 2. in **Article II** as follows:

To employ consultants and full or part-time staff; **and** to contract for administrative and support good and services; ~~and to expend up to ten percent (10%) of Trust Fund receipts for these purposes.~~

Or to act in any manner relating thereto.

MEDWAY AFFORDABLE HOUSING TRUST

DRAFT

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Street Acceptance: Pine Meadow Road and Lantern Lane)
To see if the Town will vote to accept as public ways, the following streets as laid out by the Board of Selectmen and as shown on a plan on file in the Office of the Town Clerk:

Pine Meadow Road in its entirety from Station 0+00 beginning at its intersection with Fisher Street, running easterly through to its end at Station 4+95.60 as shown on the _____ Street Acceptance Plan dated _____ prepared by O'Driscoll Land Surveying Company of Medway, MA and FAIST Engineering, Inc. of Sturbridge, MA; and

Lantern Lane in its entirety from station 0+00 beginning at its intersection with Pine Meadow Road running northerly through to its end at Station 3+17.93 as shown on the _____ Street Acceptance Plan dated _____ prepared by O'Driscoll Land Surveying Company of Medway, MA and FAIST Engineering, Inc. of Sturbridge, MA;

And further to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, and to accept the deed or deeds to the Town of a fee simple interest or easements in said streets and any associated drainage, utility or other easements for said streets, and to appropriate a sum of money for this purpose and any related expenses;

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 17: (Amend Zoning Bylaw – Additional Definitions)
To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, Section 2 Definitions, by inserting the following definitions in alphabetical order.

Agriculture – As defined in Massachusetts General Laws, Chapter 128, Section 1A.

Retail Bakery – An establishment engaged in the preparation and production of baked goods for direct sale to the general public.

Wholesale/Commercial Bakery – An establishment engaged in the preparation and production

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of baked goods for transport and sale off site. The limited retail sale of baked goods may occur as an incidental or accessory use.

Restaurant – A business establishment principally engaged in the preparation, serving, and sale of food and beverages to be consumed either on or off the premises, which includes indoor and/or outdoor seating and which may include wait service.

Outdoor Dining – A café, eating area, or any food service accessory to a restaurant that is open to the air and which contains readily removable tables and chairs.

Poultry – Chickens, ducks, geese, turkeys, pigeons, doves and other domestic fowl kept for eggs, meat, feathers or as pets.

Grade Plane – As defined in the latest edition of the *International Building Code* (IBC) published by International Code Council.

Gross Vehicle Weight Rating (GVWR) – The value specified by the manufacturer as the loaded weight of a single vehicle including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo but excluding that of any trailers, as established by the National Highway Traffic Safety Administration, U.S. Department of Transportation.

And by revising the following definition. Deleted items are noted with a ~~strike through~~ and new items are noted in **bold** text.

Home Based Business – An occupation or business activity conducted **and/or managed** in whole (or in part) within a dwelling or structure accessory thereto by a person residing on the premises which results in the sale **or provision** of a product or service. ~~for financial gain.~~ A home-based business is an accessory use, incidental and subordinate to the primary residential use of the property.

And by revising the second paragraph in Section 2 Definitions as follows. New text is noted in **bold**.

Terms and words not defined herein but defined in the State Building Code or **Massachusetts General Laws** shall have the meaning given therein unless a contrary intention is clearly evident in this Zoning Bylaw. **Terms not defined in the State Building Code or Massachusetts General Laws shall have the meanings given them by the current edition of Black's Law Dictionary as determined by the Inspector of Buildings.** In addition, other sections of this Zoning Bylaw contain definitions particular to the subject matter for which they have been established.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

DRAFT

ARTICLE 18: (Revise Zoning Bylaws – Nonconforming Uses and Structures)
To see if the Town of Medway will vote to amend Section 5.5 of the Medway Zoning Bylaw as follows:

By deleting Section 5.5. F. in its entirety and replacing it as follows. Deleted items are noted with a ~~strike through~~ and new items are noted in **bold** text.

CURRENT TEXT

~~F. Abandonment, Demolition, or Non-Use~~

~~1. Any non-conforming horticultural and floricultural use that has been abandoned, or not used for more than five years shall not be reestablished.~~

~~2. Any other nonconforming use which has been abandoned or not used for a period of two years, shall lose its protected status and be subject to all of the provisions of this Zoning Bylaw.~~

PROPOSED TEXT

F. Abandonment or Non-Use. Any nonconforming use that has been abandoned, or not used for more two years, shall lose any protected nonconforming status, and shall be subject to all of the provisions of this Zoning Bylaw.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 19: (Amend Zoning Map – Multifamily Overlay District)
To see if the Town of Medway will vote to amend the Medway Zoning Map by adding the following parcel to the Multifamily Overlay District:

7 Kelley Street Medway Assessor's parcel 49-069

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 20: (Amend Zoning Bylaw – Feather Signs Definition)

DRAFT

To see if the Town will vote to amend the Medway Zoning Bylaw, Section 7.2 SIGNS as follows:

By adding the following to Section 7.2.1 C. Definitions, 2. Types of Signs

Feather Sign – A vertical, portable, free-standing sign typically constructed of a single plastic or metal harpoon shaped pole or shaft usually driven into the ground for support or supported by means of an individual stand or attached to a vehicle, with an attached pennant that is vertically elongated and attached to the pole which flutters in the wind and includes business names, logos, brand names or products, or messages. Also referred to as a flutter sign.

And by adding the following to Section 7.2.3 Prohibited Signs

U. Feather Signs

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 21: (Amend Zoning Bylaws – Design Review Process)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw as follows:

By deleting Section 7.2.6 A. Sign Permit, 3. Design Review and replacing it as follows:

3. Design Review

- a. Before filing for a sign permit with the Building Inspector for any freestanding sign and for any other sign with six square feet or more of sign surface area, a sign design review application must first be made to the Design Review Committee. The Design Review Committee shall review proposed signs for compliance with the Medway Design Review Guidelines. The submittal of the application shall be in form and format as specified by the Design Review Committee.
- b. The Design Review Committee shall meet with the applicant or its representative to review the proposed sign within fifteen days of the receipt of a complete sign design review application (referred to herein as the application date). No later than thirty days from the application date, the Design Review Committee shall send its written review letter with recommendations regarding sign design to the Building Inspector. Failure of the Design Review Committee to act within thirty days shall be deemed a lack of opposition thereto. These deadlines may be extended by mutual agreement of the Design Review Committee and the applicant. Any such extension shall automatically extend the

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period within which the Building Inspector is required to act on a sign permit under this Section 7.2.6.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 22: (Amend Zoning Bylaw – Sign Regulations)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, Section 7.2 Signs as follows:

And by inserting the following to Section 7.2.1.C. Definitions 2. Types of Signs in alphabetical order:

Internally Illuminated Sign – A sign for which the source of artificial light is enclosed within or behind the sign face. Internal illumination also includes illumination designed to project light against the surface behind the sign, lettering, or graphic, also referred to as a backlit channel lettering or halo lighting.

Externally Illuminated Sign – A sign on which its message is illuminated by an external light fixture or device that casts artificial light directly onto the face of the sign which light is then reflected back to the viewer.

And by revising Section 7.2.3 Prohibited Signs by deleting item T in its entirety and replacing it as follows. Deleted items are noted with a ~~strike through~~ and new items are noted in **bold text**.

- T. ~~Signs which use light emitting diodes for internal illumination.~~ **Internally illuminated signs where light emitting diodes (LEDs) are directly visible from the front of the sign except for internally illuminated free-standing signs displaying fuel prices to the extent that no more than 20 percent of the sign surface area is dedicated to illuminated fuel price information.**

By adding item 8. to Section 7.2.5 Sign Standards. B. Additional Requirements in Nonresidential Districts

8. When noted in the sign tables, a ground floor establishment occupying a location that provides two or more building sign frontages may have one additional wall sign. The total maximum sign surface area permitted for all wall signs per establishment shall be 2X the amount of sign surface area that is allowed by the sign standard requirement of the respective zoning district. Said factor shall be applied to the building sign frontage where the establishment's main public entrance is located or, in the instance of a corner entrance, to the longest building sign frontage.

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And by revising Tables 4, 6 and 7 in Section 7.2.5 as follows:

- Deleting reference to Paragraph 7. g) and replacing it with reference to 7.2.5.B.2
- Deleting reference to Paragraph 7. k) and replacing it with reference to 7.2.5.B.4
- Deleting reference to Paragraph 7. i) and replacing it with reference to 7.2.5.B.8

And by deleting Table 5 in Section 7.2.5 in its entirety and replacing it as follows. Deleted items are noted with a ~~strike through~~ and new items are noted in **bold** text.

TABLE 5

Commercial District I					
<i>Individual Freestanding Establishment NOT Located in a Multi-Tenant Development</i>					
	<i>Total Maximum Sign Surface Area (square feet)</i>	<i>Maximum # of Signs</i>	<i>Maximum Sign Height (feet)</i>	<i>Minimum Setback from any Street Lot Line (feet)</i>	<i>Illumination</i>
Freestanding Sign	48 not to exceed 36 per sign face	1 per establishment	8	10	External
Wall Sign	Building Sign Frontage x 1.0 not to exceed 120 per establishment	2 per establishment not to exceed 1 per building face	NA	NA	External Internal
Projecting Sign	12	1 per establishment	See Paragraph 7-g) See 7.2.5 B.2.	NA	External

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TABLE 5 - Continued

Multi-Tenant Development (On a Lot or Lots Comprised of 5 or More Acres)					
	Total Maximum Sign Surface Area (square feet)	Maximum # of Signs	Maximum Sign Height (feet)	Minimum Setback from any Street Lot Line (feet)	Illumination
Development Sign	Primary 100 not to exceed 75 per sign face Secondary 30 not to exceed 20 per sign face	1 per approved curb cut. Not to exceed 1 per street frontage. One sign shall be considered to be the primary sign and all others shall be considered to be secondary signs.	Primary 12 Secondary 6	Primary 15 Secondary 10	External
Individual Establishment Wall Sign	Building Sign frontage X 1.0 not to exceed 120 per establishment	3 for a freestanding establishment not to exceed 1 per façade 2 for an establishment located in a multi-unit building not to exceed 1 per façade 1 for all others	NA	NA	External Internal
Individual Establishment Projecting Sign	12	1 per establishment	See Paragraph 7-g) See 7.2.5 B.2.	NA	External
Freestanding Directory Sign	16	Per Master Signage Plan	6	See Paragraph 7-k) See 7.2.5.B.4.	External
Multi-Tenant Development (On a Lot or Lots Comprised of Less Than 5 Acres)					
Development Sign	60 not to exceed 40 per sign face	1 per development	8	10	External Indirect
Individual Establishment Wall Sign	Building Sign Frontage X 1.0 not to exceed 80 per establishment	2 for an establishment located in a multi-unit building not to exceed 1 per façade 1 for all others*	NA	NA	External Internal
Individual Establishment Projecting Sign	12	1 per establishment	See Paragraph 7-g) See 7.2.5 B.2.	NA	External
Freestanding Directory Sign	16	Per Master Signage Plan	6	See Paragraph 7-k) See 7.2.5.B.4.	External
* Unless an establishment has two or more building sign frontages. If so, see Paragraph 7-i) 7.2.5.B.8					

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And by adding Table 8 – Adaptive Use Overlay District in Section 7.2.5

TABLE 8

Adaptive Use Overlay District (AUOD) Special Permit Developments					
Individual Freestanding Establishment					
	Total Maximum Sign Surface Area (square feet)	Maximum # of Signs	Maximum Sign Height (feet)	Minimum Setback from any Street Lot Line (feet)	Illumination
Freestanding Sign	24 for a 2 sided sign; 18 for a 1 sided sign	1 per lot	6	10	External
Wall Sign	Building Sign Frontage x 1.0 not to exceed 30 per establishment*	1 per establishment	NA	NA	External
Projecting Sign	12	1 per establishment	See 7.2.5 B.2.	NA	External
Multi-Tenant Development					
	Total Maximum Sign Surface Area (square feet)	Maximum # of Signs	Maximum Sign Height (feet)	Minimum Setback from any Street Lot Line (feet)	Illumination
Development Sign	30 for a 2 sided sign; 20 for a 1 sided sign	1 per development	8	8	External
Individual Establishment Wall Sign	Building Sign Frontage x 1.0 not to exceed 20 per establishment*	1 per establishment	NA	NA	External
Individual Establishment Projecting Sign	8	1 per establishment	See 7.2.5 B.2.	NA	External
* Unless an establishment has two or more building sign frontages. If so, see 7.2.5.B.8					

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And by adding Table 9 – Business Industrial District in Section 7.2.5

TABLE 9

Business/Industrial District					
Individual Freestanding Establishment					
	Total Maximum Sign Surface Area (square feet)	Maximum # of Signs	Maximum Sign Height (feet)	Minimum Setback from any Street Lot Line (feet)	Illumination
Wall Sign	Building Sign Frontage x 1.0 not to exceed 60 per establishment*	1 per establishment	NA	NA	External Internal
Freestanding Sign	48 for a 2 sided sign; 36 for a 1 sided sign	1 per establishment	8	8	External
Projecting Sign	12	1 per establishment	See 7.2.5 B.2.	NA	External
Multi-Tenant Development					
	Total Maximum Sign Surface Area (square feet)	Maximum # of Signs	Maximum Sign Height (feet)	Minimum Setback from any Street Lot Line (feet)	Illumination
Development Sign	60 for a 2 sided sign; 40 for a 1 sided sign	1 per development plus one additional development sign may be allowed by special permit of the Zoning Board of Appeals if it determines that additional signage is necessary to facilitate safe ingress to the site.	8	8	External
Individual Establishment Wall Sign	Building Sign Frontage x 1.0 not to exceed 60 per establishment*	1 per establishment	NA	NA	External Internal
Individual Establishment Projecting Sign	8	1 per establishment	See 7.2.5 B.2.	NA	External
* Unless an establishment has two or more building sign frontages. If so, see 7.2.5.B.8					

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And by adding Table 10 – Commercial III and IV Districts in Section 7.2.5

TABLE 10

Commercial Districts III & IV					
	Total Maximum Sign Surface Area (square feet)	Maximum # of Signs	Maximum Sign Height (feet)	Minimum Setback from any Street Lot Line (feet)	Illumination
Freestanding Sign or Development Sign	40 for a 2 sided sign; 30 for a 1 sided sign	1 per lot	8	8	External
Wall Sign	Building Sign Frontage x 1.0 not to exceed 30 per establishment	1 per establishment	NA	NA	External
Projecting Sign	12	1 per establishment	See 7.2.5 B.2.	NA	External

* Unless an establishment has two or more building sign frontages. If so, see 7.2.5.B.8

And by revising Section 7.2.5 Sign Standards, Subsection A. as follows. Deleted items are noted with a ~~strike through~~ and new items are noted in **bold** text.

A. Except as may be limited under 7.2.5 above or Subsection B. below, signs which do not exceed the standards in ~~the~~ **Tables 4, 5, and 6, 7, 8, 9, and 10** are allowed by right provided the Building Inspector issues a Sign Permit therefor. When noted in the tables, NA means not applicable.

By adding item 8. to Section 7.2.5 Sign Standards. B. Additional Requirements in Nonresidential Districts

8. When noted in the sign tables, a ground floor establishment occupying a location that provides two or more building sign frontages may have one additional wall sign. The total maximum sign surface area permitted for all wall signs per establishment shall be 2X the amount of sign surface area that is allowed by the sign standard requirement of the respective zoning district. Said factor shall be applied to the building sign frontage where the establishment’s main public entrance is located or, in the instance of a corner entrance, to the longest building sign frontage.

And by amending Section 7.2.6 Administration, A. Sign Permit, 2. Application by removing the last sentence from item 2. i. and by renaming item 2. i. to item 2. j. and by inserting a new item 2. i. as follows:

2. i. For any freestanding sign and for any other sign that has six square feet or more of sign surface area, a copy of the Review Letter from the Medway Design Review Committee.

Or to act in any manner relating thereto.

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PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 23: (Amend Zoning Bylaw – Schedule of Uses Table)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, Section 5.4 Schedule of Uses by revising Table 1: Schedule of Uses as follows: Deleted items are noted with a ~~strike through~~ and new items are noted in **bold text**.

TABLE 1: SCHEDULE OF USES										
	AR-I	AR-II	C-I	C-III	C-IV	C-V	BI	I-I	I-II	I-III
A. AGRICULTURE, CONSERVATION, RECREATION USES										
Poultry on less than 1 acre. Minimum lot size for poultry is 5,000 sq. ft. subject to Board of Health regulations.	Y	Y	N	N	N	N	N	N	N	N
Agriculture, excluding piggeries and fur farms on less than 5 acres of land, and excluding livestock and poultry on less than 44,000 sq. ft. of land.	Y	Y	N	N	N	N	N	N	N	N
Aviation	SP	SP	N	N	N	N	N	N	N	N

TABLE 1: SCHEDULE OF USES										
	AR-I	AR-II	C-I	C-III	C-IV	C-V	BI	I-I	I-II	I-III
C. RESIDENTIAL AND INSTITUTIONAL USES										
Multifamily dwellings and multifamily developments subject to 5.6.4	N	PB	N	PB	PB	N	N	N	N	N

TABLE 1: SCHEDULE OF USES										
	AR-I	AR-II	C-I	C-III	C-IV	C-V	BI	I-I	I-II	I-III
D. BUSINESS USES										
Retail Bakery	N	N	Y	Y	Y	Y	Y	N	N	N

TABLE 1: SCHEDULE OF USES										
	AR-I	AR-II	C-I	C-III	C-IV	C-V	BI	I-I	I-II	I-III
E. INDUSTRIAL AND RELATED USES										
Wholesale Bakery	N	N	N	N	N	N	N	Y	Y	Y

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

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BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 24: (Amend Zoning Bylaw – Registered Marijuana Dispensary Host Community Agreement)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, Section 8.9 Registered Marijuana Dispensary as follows:

By adding a definition for Host Community Agreement in C. Definitions as follows.

Host Community Agreement (HCA) – A written agreement between an operator of a Registered Marijuana Dispensary and the Town of Medway that specifies measures an operator will take to anticipate, mitigate and address potential adverse impacts of the Registered Marijuana Dispensary on the Town, neighborhood, or community at large, including but not limited to public safety services and infrastructure.

And by deleting items 2. b, c, and d. in E. General Requirements and relabeling item e. to become item b.

And by adding a new sub-section P. as follows.

P. Each RMD permitted under this Zoning Bylaw shall enter into a Host Community Agreement (HCA) with the Town of Medway.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 25: (Amend Zoning Bylaw – Building Height)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw by deleting item F. Building Height from Section 6.2. General Provisions and inserting the following definition in alphabetical order in Section 2 Definitions.

Building Height – The vertical distance from grade plane to the average height of the highest roof surface.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

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BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 26:

(Amend Zoning Bylaw – Zoning District Boundaries)

To see if the Town will amend the Medway Zoning Bylaw by adding a new Section 4.4. to read as follows:

4.4. ZONING DISTRICT BOUNDARIES

Where a zoning district boundary line is shown on the Zoning Map as a public or private way, the center line of the way shall be the zoning district boundary line.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 27:

(Amend Zoning Bylaw – Home Based Business)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw, Section 8.3 Home Based Business, C. Basic Requirements as follows. Deleted text is shown as a ~~strike through~~ and new items are noted in **bold** text.

By deleting the second sentence in item 5 in C. Basic Requirements as follows:

5. The maximum number of off-street parking spaces for employee and customer parking shall be two. ~~There shall be no outside parking of more than two commercial vehicles as defined by the Registry of Motor Vehicles in 540 CMR 4.02.~~

And by adding a new item 6. in C. as follows:

6. There shall be no outside parking of more than two Class 3 commercial motor vehicles and no commercial motor vehicles rated Class 4 and above as defined by gross vehicle weight rating (GVWR).

And by renumbering the remaining items C. 6 – 9 to become C. 7 – 10.

And by adding the following item 11 in C.

11. The owner or operator of the home-based business shall reside on the premises.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

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BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 28: (Amend Zoning Bylaw – Adaptive Use Overlay District)
To see if the Town will vote to amend the Medway Zoning Bylaw, Section 5.6.2 Adaptive Use Overlay District, by revising D. Use Regulations, 2. Uses Allowed by Special Permit as follows. Deleted items are noted with a ~~strike through~~ and new items are noted in **bold** text.

c. Retail sales for handcrafted merchandise, original arts and crafts or copies thereof, antiques, ~~and~~ second hand goods, **gifts, clothing, accessories, and decorative home furnishings.**

d. Food services, including but not limited to bakeries, cafés, coffee shops, delicatessens, frozen dessert shops, pastry shops, ~~or~~ sandwich shops **and other specialty food items, not to exceed 3,000 sq. ft.**

And by adding a new item h.

h. Individual consumer services including but not limited to opticians, personal fitness, tailor, shoe repair, music lessons, and travel agency.

And by renumbering the existing item h. to become item i.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 29: (Amend Zoning Bylaw – Editing Zoning Bylaw)
To see if the Town of Medway will vote to amend the Medway Zoning Bylaw by authorizing the Planning and Economic Development Coordinator to edit the Medway Zoning Bylaw through use of bold, italics, underscores, font, font style, font size, spacing, and other editing measures to improve the readability of the Bylaw without changing the text, numbering, or content.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

DRAFT

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

Given under our hands in Medway, this 19th day of October 2015.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

John Foresto, Chairman

Maryjane White, Vice-Chairman

Richard D'Innocenzo, Clerk

Dennis Crowley, Member

Glenn Trindade, Member

DRAFT

TOWN OF MEDWAY

CONSTABLE'S RETURN OF SERVICE

I, ***Paul Trufant***, a duly qualified Constable of the Town of Medway, Massachusetts affirm and certify that I posted attested copies of the November 16, 2015 Fall Town Meeting Warrant dated October 19, 2015, in at least eight (8) places in Town, consisting of at least two (2) places in each precinct of the Town, in addition to posting an attested copy of said warrant on the principal bulletin board in the Town Hall.

Dated at Medway: _____

Paul Trufant, Constable

AGENDA

ITEM #11

Approval – One-Day Liquor License Application

- a. Medway Youth Football and Cheer – Thayer Homestead –
October 23, 2015

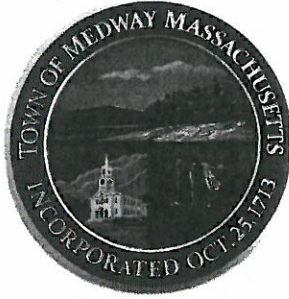
Associated back up materials attached.

- Application
- Police Chief's recommendations

Proposed motion: I move that the Board approve one-day all alcohol license for Medway Youth Football and Cheer subject to fulfillment of the Police Chief's recommendations.

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**

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.

There is no fee for this license.

All Alcohol Wine and Malt

Event Medway Youth Football + Cheer Adult Social

Name of Organization/Applicant Medway Youth Football + Cheer

Address PO Box 22 Medway MA 02053

SS# or FID# _____

Phone 508 533 8177 Fax () _____ Email medwaycoltse@gmail.com

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 10/23/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 7 PM - 10 PM

Is event open to the general public? Y N

Estimated attendance 60

Will there be an age restriction? Y N
Minimum age allowed: 21 - Parents of Medway Youth Football + Cheer students.
How, where and by whom will ID's be checked? Bartender

Is there a charge for the beverages? Y N
Price structure: Beer \$3 Mixed drinks \$4

Alcohol server(s)
Attach Proof of Alcohol Server Training
Boston's Best Bartending Service

Provisions for Security, Detail Officer None

Does the applicant have knowledge of State liquor laws? Y N
Experience Bartender - Boston's Best Bartending

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

Date of Application 9/30/15

Applicant's Signature Robert Patterson

Applicant's Name Robert Patterson, Director Medway Youth Football + cheer

Address 2A Hill St. Medway MA

Phone 508 533 8177 Fax () Email trngb@comcast.net

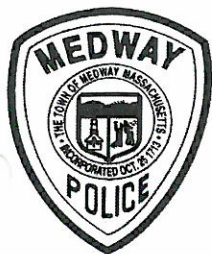
The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

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

October 8, 2015

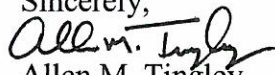
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Medway Youth Football and Cheer Adult Social

I have reviewed the request from the Medway Youth Football and Cheer for an adult social to be held at the Thayer House, 2B Oak Street, on October 23, 2015. I approve of the issuance of this one day liquor license with the stipulation that there will be no on-street parking on Mechanic and Oak Street. The alcohol service will be provided by Boston's Best Bartending and they will be using a ServSafe Alcohol certified bartender to serve the beer and mixed drinks at this event.

Sincerely,


Allen M. Tingley
Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

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

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

PRODUCER Tarpey Insurance Group 442 Water St PO BOX 567 Wakefield MA 01880-4667		CONTACT NAME: Corinne Rescigno PHONE (A/C, No, Ext): (781) 246-2677 FAX (A/C, No): (781) 224-0973 E-MAIL ADDRESS: corinne@tarpeyinsurance.com	
INSURED Boston's Best Bartending Service, Inc., DBA: 42 Temple Street Newburyport MA 01950		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Casualty Insurance Co INSURER B: Safety Indemnity INSURER C: Torus Specialty Insurance Comp INSURER D: Travelers INSURER E: General Star INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 full **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			L205001161	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6205807	3/2/2015	3/2/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist BI split \$ 20,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			70855C154ALI	9/11/2015	9/11/2016	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6KUB0494M44414	10/18/2014	10/18/2015	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
E	LIQUOR LIABILITY			IMA840615A	09/01/2015	09/01/2016	PER OCCURRENCE 1,000,000
							AGGREGATE 1,000,000

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

Event: October 23, 2015
Guests: 100

CERTIFICATE HOLDER Town of Medway Thayer House Medway, MA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rebecca Berube/REBECC
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)
08/03/2015

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

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

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept
	PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017
	E-MAIL ADDRESS: ayf@sadlersports.com
	PRODUCER CUSTOMER ID#:
INSURED AMERICAN YOUTH FOOTBALL, INC. AND AMERICAN YOUTH CHEER AS MEMBERS OF DualCounty TriValley Youth Football & Cheer c/ o Jen Jenks 12 First Street Norwood , MA 02062 Application ID: 142810	INSURER(S) AFFORDING COVERAGE
	INSURER A: SCOTTS DALE INSURANCE COMPANY
	INSURER B: NATIONWIDE LIFE INSURANCE
	INSURER C: NATIONAL CASUALTY COMPANY
	INSURER D:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRS 53890-00	09:19AM ET 08/03/2015	12:01AM ET 06/30/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence)	\$1,000,000
							PREMISES MEDICAL PAYMENTS	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	none
							PRODUCTS- COMP/ OP AGG	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON- OWNED AUTOS			KKO 53892-00	09:19AM ET 08/03/2015	12:01AM ET 06/30/2016	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> SEXUAL ABUSE / MOLESTATION			KRS 53890-00	09:19AM ET 08/03/2015	12:01AM ET 06/30/2016	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			N/ A	N/ A	N/ A	EACH OCCURRENCE	N/ A
							AGGREGATE	N/ A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/ N <input type="checkbox"/> (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			<input type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EEMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT			SPX 268712-00	09:19AM ET 08/03/2015	12:01AM ET 06/30/2016	EXCESS MEDICAL	\$100,000
							DEATH + SPECIFIC LOSS	\$10,000
							DEDUCTIBLE	\$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - Ages 9 & Under (4 teams), Tackle Football - Ages 12 & Under (10 teams), Tackle Football - Ages 15 & Under (16 teams), Flag Football - Ages 5-17 (9 teams), Cheer / Dance / Step / Majorette Squads / Contender - Class 1 (no charge) (19 teams) MEMBER LEAGUES: See Attached
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor Town of Medway 155 Village Street ISAOA ATIMA Medway , MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (company A)
	AUTHORIZED REPRESENTATIVE (company B)

Sadler Sports: AYF Insurance Plan

NOTEPAD:	INSURED NAME: DualCounty TriValley Youth Football & Cheer	ISSUE DATE (MM/DD/YY) 08/03/2015 09:13:36 AM ET
Member Leagues: Concord/ Carlisle Youth Football & Cheer Dover/ Sherborn Youth Football Holliston Youth Football & Cheer Hopkinton Youth Football & Cheer Lincoln/ Sudbury Youth Football & Cheer Medway Youth Football & Cheer Waltham Youth Football & Cheer Wayland/ Weston Youth Football & Cheer		

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at www.ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

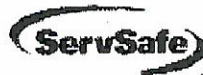
Sincerely,



Paul Hirshman

Executive Director, National Restaurant Association Solutions

In Alaska you must laminate your card for it to be valid.



ID NO. 8314569

CARD NO. 9514498

ServSafe Alcohol® CERTIFICATE

VALERIE HUDGINS

Card expires three years from the date of the examination. Local laws apply.

DATE OF EXAMINATION

11/5/2012

NATIONAL
RESTAURANT
ASSOCIATION®

Student Name	VALERIE HUDGINS
Class Number	518823
Exam Date	11/5/2012
Expiration Date	11/5/2015

Overall Point Score	48
Overall % Score	80
Passing % Score	75
Status	PASSED

NOTE: You can access your score and certification information anytime at www.ServSafe.com with the class number provided on this form.

Please make a copy of your ServSafe Alcohol Certificate Card for your records. Replacement copies can be obtained for a fee by completing the Certificate and Score Release Request Form available at www.ServSafe.com.

Please feel free to address any questions regarding your certification to the National Restaurant Association Service Center Department at servicecenter@nra.org or 800.765.3122 ext. 6703



175 West Jackson Boulevard, Suite 1500
Chicago, IL 60604-2814
1.800.SERV-SAFE
312.715.1010 in Chicagoland
www.ServSafe.com

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**THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL**

NON-PROFIT ORGANIZATION/PUBLIC CHARITIES DIVISION

ONE ASHBURTON PLACE

BOSTON, MASSACHUSETTS 02108

MARTHA COAKLEY
ATTORNEY GENERAL

617-727-2200 ext 2101
WWW.MASS.GOV/EOC/STATES

Form PC

Report for the Fiscal Period: 07/01/13 to 06/30/14

Attorney General's Account #: 010556

Federal ID #: 04-3413689

When did the organization first engage in charitable work in Massachusetts? 01/01/98

Has the organization applied for or been granted IRS tax exempt status? Yes No

If yes, date of application OR date of determination letter: 01/01/98

IRS Exemption under 501(c): 3

If exempt under 501(c), are contributions to the organization tax deductible as charitable contributions? Yes No

Check all items attached (if applicable)

Schedule A-1

Schedule A-2

Schedule RO

Probate Account

Copy of IRS Return

Audited Financial Statements/Review

Filing Fee

Amended Articles/By-Laws

Organization Data

Name: MEDWAY POP WARNER, INC.

Mailing Address: 20 SKYLINE DRIVE

City: MEDWAY State: MA Zip: 02053

Phone Number: 508-533-6076 Fax Number: N/A

Email: N/A Website: N/A

In the table below, please center the appropriate codes from the corresponding tables found in the instructions. Enter up to 2 codes from Table 3 for your organization's main purpose(s)

Category	Code	Category	Code
County (Table 1)	11	Organization Purpose Code 1	43
Type of Organization (Table 2)	14	Organization Purpose Code 2	

Please check box if final return prior to dissolution:

AGENDA

ITEM #12

Approval – Public Events Permit

a. Medway Lions' Annual Charity Christmas Tree Sale

Associated back up materials attached.

- Correspondence from Carl Rice and Mike Griffin, Medway Lions, received September 11, 2015

Proposed motion: I move that the Board approve a Special Events permit for the Medway Lions' annual charity Christmas tree sale.



RECEIVED
SEP 11 2015

MEDWAY
TOWN ADMINISTRATOR

Board of Selectmen
Town of Medway
Village Street
Medway Ma 02053

Re: Permit of Annual Charity Christmas Tree Sale

Dear Sirs:

As chair of the Medway Lions Annual Christmas Tree Sale, I request the appropriate permit from the Board of Selectmen to allow us to conduct this activity.

We have requested written permission from the management of the Medway Shopping Plaza to locate in the front part of the parking lot as we have done in the past.

We are scheduled to receive the trees 9 am on the Friday after Thanksgiving and propose to cease operations on or before 5 days prior to Christmas, depending on sales.

As in the past our hours of operation will be 3 – 8 pm weekdays 8 am – 8 pm Saturdays and Sundays.

We hope you will consider this request favorably as you have done in the past. If you require any additional information please contact Carl Rice 508 330 4535 or Mike Griffin 508 846 3878.

Sincerely,

Medway Lions Club

Carl M Rice

Mike Griffin

AGENDA

ITEM #13

Approval – Banner Display Request – Medway Turkey Trot

Associated back up materials attached.

- Banner Display Request submitted by Chuck Dwyer

Proposed motion: I move that the Board approve the banner display request submitted for the Medway Turkey Trot for a 1 week period between 10/16/15-11/1/15 pending receipt of the associated fee.

TOWN OF MEDWAY Banner Display Request

Organization Name: Medway Turkey Trot
 Event for which banner is displayed: _____
 Date(s) of event: 11/26/15
 Dates Requested (max. 1 week): 10/16 - 11/1 (any period w/in that window)
 Applicant Name/Responsible Party: Chuck Power
 Address/Telephone: 32 Olson Circle Medway 774-270-2471

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment:

1. Fee of \$60 is due within seven (7) days of booking and prior to the banner display (see policy for exception). Checks should be made **payable to the Town of Medway**.
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall between seven (7) and two (2) days prior to the scheduled display.
4. Banner will be displayed as permitted herein, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request.

I acknowledge that I have received a copy of the Banner Display Policy and agree to any and all conditions therein.

Chuck Power
Name

[Signature]
Signature

9/30/15
Date

BOS Approval: Jan. 20, 2015

Mail to: Town Administrator's Office, 155 Village St, Medway, MA 02053
 Email to: ta@townofmedway.org; Fax to: 508-321-4988

Register Now!! **Medway Turkey Trot 5K** **Thanksgiving Morning**
www.medwayturkeytrot.org

AGENDA

ITEM #14

Action Items from Previous Meeting

Associated backup material attached.

- Action item list

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.); Mtg of Cable Advisory Com	BOS	Verizon notice received; further action Fall 2015
5	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
6	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Future Town Meeting
7	2/24/2015	\$1.1 mil environmental bond bill; Choate Improvements; prepare technical proposal for state funding in FY17	TA/BOS	Ongoing
8	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Fall 2015
9	4/21/2015	Review Master Plan	J.Weiler/D. Kaeli	October 2015
10	6/1/2015	Road and Sidewalk Repair and Construction Strategy/Plan	DPS	Winter 2016
11	6/15/2015	Update on marketing/communications plan	Julie Dennehy	October 2015
12	8/17/2015	Discussion about solid waste/recycling survey results	DPS	November 2015

AGENDA ITEM #15

Approval of Warrants

Warrants to be provided at meeting.

AGENDA ITEM #16

Approval of Minutes

Associated backup material attached.

- Draft Minutes – April 6, 2015
- Draft Minutes – May 4, 2015
- Draft Minutes – May 11, 2015
- Draft Minutes – June 1, 2015
- Draft Minutes – October 3, 2015

Proposed motion: I move that the Board approve the draft minutes of the April 6, 2015; May 4, 2015; May 11, 2015; June 1, 2015; and October 3, 2015 Board of Selectmen meetings.

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Board of Selectmen's Meeting
Monday, April 6, 2015 – 6:30 PM
Sanford Hall
15 Village Street

Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (6:36 PM); and Maryjane White.

Absent: Glenn Trindade, Selectman.

Also Present: Michael Boynton, Town Administrator; Sue Ellis, Director, Human Resources; Jeffrey Lynch, Fire Chief; Sue Ellis, Human Resources Director; Susy Affleck-Childs, Planning and Economic Development Coordinator; Andrew Rodenhiser, Chair, Planning and Economic Development Board; Carol Pratt, Town Accountant; Bridget Graziano, Conservation Agent.

At 6:35 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Executive Session:

At 6:31 PM Selectman Foresto moved that the Board enter Executive Session under Exemption 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares [Memorandum of Agreement between the Town and Medway Permanent Firefighters Association and Memorandum of Agreement between the Town and the Medway Police Association] , Selectman White seconded. Chairman Crowley did so declare. No discussion. Roll Call Vote: 3-0-0 (Crowley, aye; Foresto, aye; White, aye).

Chairman Crowley reconvened public session at 7:00 PM.

Public Comments: None.

Collective Bargaining Agreement Approval:

The Board reviewed the motions for associated Annual Town Meeting Articles (27-29) reflecting funding amounts and sources for the agreements that were reviewed in Executive Session.

Mr. Boynton reported that the Town has reached agreement with both the Medway Permanent Firefighters Association and the Medway Police Association. He noted that both contracts must be ratified during public session. Mr. Boynton thanked and commended all union representatives for their efforts during the bargaining sessions, as well as the Human Resources Director, Police Chief Tingley and Fire Chief Lynch.

Selectman Foresto moved that the Board ratify and approve the collective bargaining agreement between the Town of Medway and the Medway Permanent Firefighters Association for the period of July 1, 2015 through June 30, 2018 subject to Town Meeting approval of the Fiscal Year 2016 monetary items contained therein, and further, to favorably recommend Annual Town Meeting Article 28 and the appropriation of \$14,376 for this purpose, of which \$8,424 be transferred from the FY2016 Salary

1 Reserve Account and \$5,952 be transferred from the EMS Enterprise Fund; Selectman White seconded.
2 At this time, Chairman Crowley thanked Mr. Boynton, explaining to viewers that there have been a
3 number of meetings of the last 2-3 months. There was no further discussion. VOTE: 4-0-0.
4

5 Selectman Foresto moved that the Board of Selectmen ratify and approve the collective bargaining
6 agreement between the Town of Medway and the Medway Police Association for the period of July 1,
7 2015 through June 30, 2018 subject to Town Meeting approval of the Fiscal Year 2016 monetary items
8 contained therein, and further, to favorably recommend Annual Town Meeting Article 29 and the
9 appropriation of \$36,585 for this purpose which amount shall be transferred from the FY2016 Salary
10 Reserve Account; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.
11

12 Selectman Foresto moved that the Board of Selectmen favorably recommend approval of Annual
13 Town Meeting Article 27, the funding of Fiscal Year 2016 monetary items contained in the collective
14 bargaining agreement between the Town of Medway and the Medway Public Employees’ Local Union
15 in the amount of \$55,935 and to meet this appropriation, \$36,000 be transferred from the FY2016
16 Salary Reserve Account, \$464 be transferred from EMS Enterprise Fund Retained Earnings, \$4,923 be
17 transferred from Solid Waste Enterprise Fund Retained Earnings, \$10,229 from Water Enterprise Fund
18 Retained Earnings, and \$3,819 be transferred from Sewer Enterprise Fund Retained Earnings;
19 Selectman White seconded. No discussion. VOTE: 4-0-0. It was noted that the contract had already
20 been ratified, and this vote is for the funding mechanism.
21

22 **Appointments:**

23 *The Board reviewed the following information: (1) Brian Snow’s letter of interest and resume; (2) Letter*
24 *dated March 31, 2015, endorsement from the Conservation Commission. It was noted that the Town*
25 *Clerk reported Ms. Mucci’s current term expired on 4/1/15.*
26

27 Selectman Foresto moved that the Board of Selectmen appoint Brian Snow to the Conservation
28 Commission for a three-year term and to reappoint Florence Mucci to the Board of Registrars, also for
29 a three-year term; Selectman White seconded. No discussion. VOTE: 4-0-0.
30

31 **Approval – Indirect Cost Agreement for Fiscal Year 2016 Enterprise Funds:**

32 *The Board reviewed a Proposed Agreement drafted by Town Accountant.*
33

34 Ms. Carol Pratt, Town Accountant, stated that the agreement includes descriptions, and she briefly
35 reviewed each grouping including administrative services (salaries), Town Administrator, Treasurer/
36 Collector, Human Resources and Information Technology Support. The debt expense is billed directly to
37 the individual Enterprise Fund. Ms. Pratt then reviewed the addendums. Discussion followed.
38 Responding to a question from the Board, Mr. Pratt explained that she “trues up” to the General Fund
39 once the fiscal year has concluded.
40

41 Ms. Pratt reported that the Town signed the same agreement last year based on the auditors’
42 recommendation. It is also good to be part of the water and sewer budget. She noted she has always
43 done it, but has not always shared it with the Board.
44

45 Selectman Foresto moved that the Board approve the Fiscal Year 2016 indirect cost allocation
46 agreement for the Town’s enterprise funds as presented; Selectman White seconded. No discussion.
47 VOTE: 4-0-0.
18

1 **Authorization of Chairman to Execute Contracts with EcoTec Inc. for Review of Wetland Flagging --**
2 **\$2,200 and \$2,350:**

3 *The Board reviewed the following information: (1) Contract for Millwood Village project; and (2) Contract*
4 *for Wickett property project.*

5
6 Present: Bridget Graziano, Conservation Agent.

7
8 Ms. Graziano stated that both contracts are for separate Abbreviated Notice of Resource Delineation,
9 and identified the specific parcels also known as the Wickett property. She reported that the public
10 hearing was opened in January. The applicant had already flagged the wetland, and this contract asks
11 for the flagging to be reviewed for accuracy. Chairman Crowley clarified that a large parcel was already
12 flagged, and these parcels will be in addition to that. Responding to a question from Selectman Foresto,
13 Mr. Boynton stated that this fee will be paid by the applicant via fees paid into the wetlands funds. The
14 flagging activity cannot begin until the snow cover thaws.

15
16 Ms. Graziano stated that the other one is for a filing on Village Street, and EcoTec was only one who
17 responded. She reported that Town Counsel has approved these documents.

18
19 Depending on how good the original flagging is, the work could be done in a day or two. If the flagging
20 is inconsistent and regular soil testing is required, it could take as long as a month.

21
22 **Selectman Foresto moved that the Board authorize the Chairman to execute the contracts between**
23 **the Town and Eco Tec, Inc. for review of wetland flagging in the amounts of \$2,350 and \$2,200;**
24 **Selectman White seconded. No discussion. VOTE: 4-0-0.**

25
26 **Approval – Conservation Restriction, Millstone Village:**

27 *The Board reviewed the following information: (1) Memorandum from the Conservation Agent; (2)*
28 *Proposed conservation restriction; and (3) Restriction sketch plan.*

29
30 Present: Bridget Graziano, Conservation Agent; Susy Affleck-Childs, Planning and Economic
31 Development Coordinator.

32
33 Ms. Graziano provided a brief overview of the project, an over-55 housing development, and described
34 the process of editing and changes. She noted that the document has been reviewed by Town Counsel
35 and the State. Lastly, it was approved by the Conservation Commission on March 25, 2015.

36
37 Chairman Crowley asked about the parking lot as there is not one depicted. Ms. Graziano responded
38 that there is no formal parking lot, just an area where one could be placed. Brief discussion followed on
39 access to the parcel. Ms. Affleck-Childs clarified that the Special Permit application does include a plan
40 that shows a spot with gravel and such. Chairman Crowley stated he wanted to confirm that it could not
41 be built somewhere else on the property. It was noted that the condo/homeowners association will be
42 responsible for maintaining the parking area and the walking trails.

43
44 With regard to property taxes on the parking lot land, it is likely those taxes would be minimal and likely
45 the responsibility of the condo association. In such a situation, the taxes are typically spread throughout
46 all the owners. There will be access to the trails via an entrance on Lovering Street.

1 Responding to a question from Selectman Foresto, Ms. Graziano stated that the oversight of the work
2 would fall to her as the Conservation Agent. There should be an annual walk to monitor every
3 Conservation Restriction in town though there is not enough staff to make sure the requirements of the
4 Conservation Restrictions are met. Ideally, there should be a binder in the office containing all
5 Conservation Restrictions. As Agent, she must do all permitting paperwork before anything else.

6
7 Chairman Crowley asked her to take a look at where the bridges are supposed to go off Larussi Way, as
8 the bridge locations are under water right now.

9
10 **Selectman Foresto moved that the Board approve the Conservation Restriction for Millstone Village as**
11 **presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

12
13 **Re-Opening of May 11, 2015 Annual Town Meeting Warrant – Language Amendments. . .**

14 *The Board reviewed the following information: (1) Language amendments made to Zoning Articles 25*
15 *and 26 relative to multifamily housing and business transition district; (2) Proposed article to authorize*
16 *Selectmen to negotiate PILOT agreement with Exelon; and (3) Draft CPC Budget (amendment is*
17 *anticipated at 4/6/15 meeting of the Community Preservation Committee).*

18
19 Present: Susy Affleck-Childs, Planning and Economic Development Coordinator; Andrew Rodenhiser,
20 Chair, Planning and Economic Development Board.

21
22 Ms. Affleck-Childs explained the changes necessary. She added that Town Counsel has reviewed the
23 changes. Selectman D’Innocenzo asked for clarification that it is an overlay district. She reminded the
24 Board that this is still a Special Permit process, not by right. It is designed to protect some of the larger
25 single-family homes in town that are expensive to maintain, prompting owners to divide them into
26 apartments. The rental income justifies the construction loan from the bank. Each applicant would
27 have to demonstrate parking capabilities as well as other factors in order to get the approval from Town
28 Boards.

29
30 Mr. Rodenhiser pointed out that Medway does not have enough rental housing, noting that it is
31 important to recognize “that the fiber of our community is being stressed because there isn’t an
32 affordable option. Our children have to move out of town because there isn’t safe affordable rental
33 housing here”. Increasing this housing stock will also benefit older citizens who are downsizing,
34 divorced people, or other people who are not interested in homeownership.

35
36 Ms. Affleck-Childs stated they have reviewed the data from the Assessors’ Office, looking at buildings
37 with 3 units or more. There are a total of 300 units involved.

38
39 Regarding the Business District Transition, Ms. Affleck-Childs explained the changes for exterior criteria
40 as to appearance. Businesses will resemble residential housing more, providing a smoother transition to
41 the bona fide business district. It was noted that there were some concerns expressed by abutters at
42 the public hearing, a major one being that the area will be limited to offices, and no retail or drive-thru
43 establishments. Some of the changes are in response to initial concerns.

44
45 **Selectman Foresto moved that the Board reopen the May 11 Annual Town Meeting Warrant;**
46 **Selectman White seconded. No discussion. VOTE: 4-0-0.**

1 **Selectman Foresto moved that the Board approve the changes in Articles 25 and 26 amending the**
2 **language relative to multifamily housing and business transition district, as presented; Selectman**
3 **White seconded. No discussion. VOTE: 4-0-0.**

4
5 Regarding the Exelon Facility, Mr. Boynton noted that this group has been working on a number of options
6 to expand their facility. They have been working with ISO Energy Manager and the Commonwealth. An
7 important item is to negotiate a prudent and responsible PILOT agreement. This is a two-step process, the
8 first being a Town Meeting authorization to enter into that agreement, and the second to prepare and
9 execute the agreement. It was determined that a new article needed to be added. Town Counsel drafted
10 the language to meet requirements of the statute.

11
12 **Selectman Foresto moved that the Board add a Warrant Article to the May 11 Annual Town Meeting**
13 **Warrant relative to the negotiation of a Payment in Lieu of Taxes agreement with Exelon, as**
14 **discussed; Selectman White seconded. No discussion. VOTE: 4-0-0.**

15
16 **Selectman Foresto moved that the Board approve the Warrant Article relative to the negotiation of a**
17 **Payment in Lieu of Taxes agreement with Exelon, as discussed; Selectman White seconded. No**
18 **discussion. VOTE: 4-0-0.**

19
20 **Selectman Foresto moved that the Board close the Annual Town Meeting Warrant; Selectman White**
21 **seconded. No discussion. VOTE: 4-0-0.**

22
23 **Authorization of Chairman to Executive Contract with The Cecil Group for Design Guideline**
24 **Development Services -- \$15,000:**

25 *The Board reviewed a Proposed Contract. It is noted that the contract will be signed by Town Counsel*
26 *and the Town Accountant prior to the Selectmen's meeting.*

27
28 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract with The Cecil**
29 **Group in an amount not to exceed \$15,000; Selectman White seconded. No discussion. VOTE: 4-0-0.**

30
31 **Interviews – Affordable Housing Committee:**

32 *The Board reviewed the following information: It is noted that there are only two openings and three*
33 *applicants. The Board will make its appointments at the next meeting. The applicants are listed in*
34 *chronological order as to the order in which they were received.*

35
36 Present: Robert Ferrari, Chair, Affordable Housing Committee; Doug Havens, Community Housing
37 Coordinator; Susan Rorke, Michael Leone, and Judi LaPan.

38
39 Chairman Crowley announced that there are three applicants for two openings, and invited each
40 candidate to introduce themselves.

41
42 Ms. Susan Rorke stated her belief that a diverse community benefits everyone; however, the major
43 increase has been in high-end housing. She is employed at MetroWest Independent Living in Framingham
44 and understands the need for affordable and accessible housing for people with limited means. She
45 acknowledged that she is not an expert in housing, but would like to help in any way she can. Responding
46 to a question from Selectman White, she stated her main interest is affordable housing. At this time,
47 Chairman Crowley reported that the Board is in receipt of a support letter from the Chairman of the
48 Affordable Housing Committee. Ms. Rorke has been attending the meetings for several months.

1
2 Mr. Bob Ferrari, Chair, Affordable Housing Committee, stated the committee is defined as having five
3 members but would take as many as are interested. Chairman Crowley cautioned that increasing the
4 number sometimes makes obtaining a quorum difficult.

5
6 Mr. Michael Leone stated that he is a retired fire captain from Watertown, with additional career
7 experience as an EMT and trainer. He noted that he was one of the first Hazardous Materials technicians
8 in the state. Mr. Leone added that he is also a construction supervisor as he has a home improvement
9 contractor license and knowledge of codes. He is on the Board of Directors of his condominium assoc. and
10 some of those units are labeled as affordable. His main objective is to make the system smoother so that
11 people have information for the affordable units when they are buying them.

12
13 Addressing his question to Mr. Ferrari, Selectman Foresto asked about the time commitment in serving
14 on the committee. Mr. Ferrari responded that the group meets twice monthly in conjunction with the
15 Affordable Housing Trust. They just purchased the former American Legion building with the intent to
16 convert it to housing. Ultimately their goal is to keep moving forward toward the 10% requirement.
17 The committee and the trust are looking for a range of housing for workforce housing, municipal
18 employees (police, fire, teachers), and senior citizens, as well as children wanting to come back to their
19 hometown. They need someone with a strong mechanical background and construction knowledge, but
20 also need people with advocacy experience and people with realty backgrounds, all to make the
21 committee more able to respond to inquiries.

22
23 As to duties and responsibilities, Mr. Ferrari stated that the committee helps with educational materials,
24 walk throughs on sites, etc. but has no input or participation on votes taken by the Affordable Housing
25 Trust.

26
27 Ms. Judi LaPan stated that she is currently part of the Affordable Housing Trust and would like to be
28 involved in both groups. She indicated she is a proponent of affordable housing, workforce housing for
29 police, fire and school staff, noting that it is difficult to purchase a home here. She said it is important
30 that we have housing for all segments of the population. Ms. LaPan stated that she brings a lot to the
31 table, noting that as program administrator for the Department of Public Services, she is familiar with
32 water, sewer, solid waste, and other areas. Selectman White asked for clarification that being a
33 member of both groups did not constitute a conflict of interest. Ms. LaPan stated she has been involved
34 with the Affordable Housing Trust for about two years. Chairman Crowley asked the Town
35 Administrator to confirm with Town Counsel that there is no conflict.

36
37 Mr. Doug Havens, Community Housing Coordinator, clarified that the Affordable Housing Committee is
38 really a policy-setting group, while the Affordable Housing Trust manages the funds. He supports both
39 groups as part of his job description. There is just not enough time to do everything. He stated he is in
40 favor of increasing the member number to six even though there could be tie votes. Mr. Havens advised
41 that the time commitment is getting to be more than just attending meetings as they move forward
42 with the Cutler Street project. They need someone who has the energy to do the research.

43
44 **Approval – One-Day Liquor License Applications:**

45 *The Board reviewed the following information: (1) Hooper application for Thayer Homestead with Police*
46 *Department recommendation; and (2) Keaney application for Thayer Homestead with Police Department*
47 *recommendation.*

1 Selectman Foresto moved that the Board approve one-day wine and malt licenses for Dan Hooper and
2 Aileen Keaney for the April 25 and May 2 events at the Thayer Homestead, as presented; Selectman
3 White seconded. No discussion. VOTE: 4-0-0.
4

5 **Approval – Public Event Permits:**

6 *The Board reviewed the following information: (1) CCG Foundation Mother’s Day Memorial Ride*
7 *application and Police Department recommendation; (2) Tri-State Trek application and Police Department*
8 *recommendation; and (3) Turkey Trot application and Police Department recommendation.*
9

10 Selectman Foresto moved that the Board approve permits for these fundraising events (Christine
11 Clarke Genco Foundation Ride, Tri-State Trek, and Turkey Trot) as presented conditioned upon the
12 fulfillment of the Police Department’s recommendations with respect to detail officers; Selectman
13 D’Innocenzo seconded. No discussion. VOTE: 4-0-0.
14

15 **Re-Opening of May 11, 2015 Special Town Meeting Warrant – Add Article to Extend Expenditure**
16 **Deadline on 2014 Annual Town Meeting Warrant Article 7 – Various Projects.**

17 *The Board reviewed the following information: (1) Special Town Meeting Warrant with added article to*
18 *extend expenditure deadline for various projects approved under Article 7 of the May 2014 Annual Town*
19 *Meeting; and (2) Information about the status of these projects.*
20

21 Mr. Boynton and the Board briefly reviewed the Warrant articles, noting the status of each at the
22 present time. With regard to the new article, it was clarified that the article is for the Cassidy Field
23 work. All projects would have the “sunset clause” added which would allow work to continue past June
24 30 of this year. Brief discussion followed.
25

26 Selectman Foresto moved that the Board re-open the May 11 Special Town Meeting warrant to add
27 an article to extend the expenditure deadlines of various projects approved under Article 7 of the May
28 2014 Annual Town Meeting, as presented; Selectman White seconded. Chairman Crowley clarified for
29 viewers that the Board has reviewed the original warrant articles numerous time. No further
30 discussion. VOTE: 4-0-0.
31

32 Selectman Foresto moved that the Board approve all Special Town Meeting articles that have not
33 been approved; Selectman White seconded. No discussion. VOTE: 4-0-0.
34

35 Selectman Foresto moved that the Board close the Special Town Meeting Warrant; Selectman White
36 seconded. No discussion. VOTE: 4-0-0.
37

38 **Approval of Warrants**

39 *The Board reviewed Warrants 15-41S, 15-41SP, and 15-41P.*
40

41 Selectman D’Innocenzo, Clerk, read aloud the Warrants, dated 4/9/15, presented for approval as
42 follows:
43

44	School Bills	\$ 293,623.92
45	Town Payroll	\$ 274,659.30
46	School Payroll	\$ 784,298.27
47	TOTAL	\$1,352,581.49

1 **Selectman Foresto moved to approve the Warrants as read; Selectman White seconded. No**
2 **discussion. VOTE: 4-0-0.**

3
4 **Town Administrator's Report:**

5 Mr. Boynton asked the Board if it wanted a booth for Medway Pride Day. Brief discussion followed.

6
7 Mr. Boynton reported that Medway Cleanup Day is coming on Saturday, and many volunteers have
8 signed up.

9
10 Additionally, he noted that Patriots Day is on Monday, April 20, the Board's regular meeting day, and
11 asked if April 21 would be an appropriate meeting night. The Board agreed.

12
13 **Selectmen's Reports:**

14 Selectman Foresto asked about the agreement with Borrego Solar. It was reported that discussions are
15 ongoing. He reported that he met with Medway Public Library Trustees and the Cultural Council about
16 the addition of a kiln and a loom in the basement room. The Fire Chief and the Building Commissioner
17 need to weigh in on the proposal.

18
19 Chairman Crowley announced that there will be a pizza party for the DPS staff on April 21 as a way to
20 publicly thank them for their hard work during this winter.

21
22 Chairman Crowley reported that he has heard good things about the scheduling of activities at the
23 athletic fields. Mr. Boynton concurred, noting that testing on the fields was performed today, and
24 results are within specifications. The fields are basically open and ready to go.

25
26
27 **At 8:55 PM Selectman Foresto moved to adjourn; Selectman D'Innocenzo seconded. No discussion.**
28 **VOTE: 4-0-0.**

29
30 Respectfully submitted,
31 Jeanette Galliardt
32 Night Board Secretary

DRAFT

Board of Selectmen's Meeting
May 4, 2015 – 6:30 PM
Sanford Hall, Town Hall
155 Village Street

1
2
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7
8 Present: Dennis Crowley, Chair; John Foresto, Vice Chair; Richard D'Innocenzo, Clerk; Maryjane
9 White, Member.

10
11 Absent: Glenn Trindade, Member.

12
13 Others present: Michael Boynton, Town Administrator; Tom Holder, Director, Department of Public
14 Services; Carol Pratt, Town Accountant; Melanie Phillips, Finance Director;

15
16 *****

17
18 At 6:30 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.
19

20 **At 6:31 PM Selectman Foresto moved that the Board enter executive session under Exemption 3 for**
21 **the purpose of discussing strategy with respect to collective bargaining or litigations if an open**
22 **meeting may have a detrimental effect on the bargaining or litigating position of the public body**
23 **and the chair so declares [Patrick Roque]; Selectman White seconded. Chairman Crowley**
24 **declared that an open meeting of this matter may have a detrimental effect on the bargaining or**
25 **litigating position of the Town. Chairman Crowley further declared that the Board would return**
26 **to public session upon the conclusion of executive session. No discussion. Roll Call Vote: 4-0-0**
27 **(Crowley, aye; D'Innocenzo, aye; Foresto, aye; White, aye).**

28
29 *****

30
31 At 7:00 PM Chairman Crowley reconvened public session.
32

33 **Public Comments:** Mr. Charles Meyers briefly expressed concerns about the impending Exelon
34 contract. Not necessarily against the power plant, but is concerned about the oil side of the power plant
35 and the associated emissions. It is his understanding that the oil will only be used if the natural gas side
36 malfunctions. The town has not been involved with the power plant for a long time, and I recommend
37 deferring the contract until such time as they can get up to speed or get some assistance from a consultant.
38 Discussion followed on particulate emissions, health risk of emissions, wind flow, pollutants to be
39 monitored, and the like. He suggested that it may be in the Town's best interest to get more information
40 before proceeding with the PILOT.

41
42 Mr. Boynton theorized that the Town does need some expertise, but the Board needs to have some
43 authorization to keep moving forward and this authorization is the reason for it being on the Town
44 Meeting Warrant. The actual PILOT agreement would have to come back to Town Meeting.
45

46 The PILOT agreement does not permit the project. It merely defines a financial agreement with regard to
47 taxation and valuation.
48

49 Chairman Crowley asked Mr. Meyers to prepare a short summary of his concerns.
50

1 **Authorization of Chairman to Execute Contract with Weston & Sampson for Construction**
2 **Engineering and Oversight – Water Main Replacement Project, \$165,000:**

3 *The Board reviewed the following information: (1) Memorandum, dated April 30, 2015, from Tom*
4 *Holder, DPS Director; (2) Memorandum, dated April 30, 2015, from Town Counsel approving all*
5 *documents; and (3) Contract between the Town of Medway and Weston & Sampson.*
6

7 Present: Tom Holder, Director, Department of Public Services.
8

9 Mr. Holder explained that this contract is for the oversight of the water main replacement project. The
10 Town Accountant cannot sign until an account is established for it. Upon favorable vote at the SRF
11 meeting, we will have use of those funds and will be able to get the account established.
12

13 Selectman Foresto asked if DPS had used Weston & Sampson before. Mr. Holder responded that the
14 company had worked with the Town last year. The contract amount is approximately 9 % of the
15 construction cost which is \$1.8Million. This will complete this project. At Chairman Crowley's request,
16 Mr. Holder briefly described the project for viewers, which will start at Main Street and working its way
17 to Lovering Street. It will likely take until October to complete.
18

19 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract with**
20 **Weston & Sampson for construction engineering and oversight relative to the water main**
21 **replacement project in the amount of \$165,000, conditioned upon the approval of the Town**
22 **Accountant; Selectman White seconded. No discussion. VOTE: 4-0-0.**
23

24 **Authorization of Chairman to Execute Contract with Clean Harbors for Household Hazardous**
25 **Waste Day, \$10,000:**

26 *The Board reviewed the following information: (1) Memorandum, dated April 30, 2015, from Tom*
27 *Holder, DPS Director; and (2) Draft contract between Town of Medway and Clean Harbors.*
28

29 Mr. Holder explained that this is a draft copy of the contract, noting that the hard copy is on its way. He
30 stated that the collection is scheduled for May 16 in conjunction with Medway Pride Day. It will be held
31 from 9AM-1PM at the Alder Street cul-de-sac in the industrial park. He encouraged residents to check
32 the Town website to see the list of things that will be accepted, and the things that will not.
33

34 Selectman Foresto moved that the Board authorize the Chairman to execute the contract with Clean
35 Harbors for Household Hazardous Waste Day services in the amount of \$10,000, conditioned upon the
36 approvals of Town Counsel and Town Accountant and receipt of all final documentation; Selectman
37 White seconded. No discussion. VOTE: 4-0-0.
38

39 **Authorization of Chairman to Execute Contract with Concrete Modular Systems Inc. for Cassidy**
40 **Field Restroom, \$55,905.95:**

41 *The Board reviewed the following information: (1) Memorandum, dated April 30, 2015, from David*
42 *D'Amico, Deputy Director, DPS; and (2) Draft contract between the Town of Medway and Concrete*
43 *Modular Systems, Inc.*
44

45 Mr. Holder explained that this company will fabricate a bathroom structure for the fields. It will take 8
46 weeks to construct. Then it will be delivered it on a flat-bed truck and lowered into place with a crane. It
47 is the Town's responsibility to prepare the foundation. It was noted that there is a lack of vendors in
48 Massachusetts for this type of structure.
49

1 Mr. Boynton stated that the intention is that the Town will take care of the bathrooms, foundation and
2 footings, install the utilities, etc. There will be an on-site meeting this week. The Little League will be
3 doing some electrical upgrades from the box at the street.
4

5 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract with**
6 **Concrete Modular Systems, Inc. for Cassidy Field restrooms in the amount of \$55,905.95,**
7 **conditioned upon the approval of Town Accountant and receipt of all final documentation;**
8 **Selectmen White seconded. No discussion. VOTE: 4-0-0.**
9

10 **Authorization of Chairman to Execute Contract Change Order from Guidry & Platt Real Estate**
11 **Analysts for Re-Appraisal of Route 109 Corridor, \$47,348:**

12 *The Board reviewed a Contract Change Order, dated April 21, 2015, between the Town of Medway and*
13 *Guidry & Platt Real Estate Analysts.*
14

15 Present: Tom Holder.
16

17 Mr. Boynton stated the appraisal number has to later be reviewed to ascertain that the appraisal is valid.
18

19 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract change**
20 **order from Guidry & Platt Real Estate Analysts for the re-appraisal of the Route 109 Corridor in**
21 **the amount of \$47,348, as presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**
22

23 **Authorization of Chairman to Execute Contract with Howard S. Dono & Associates for Review**
24 **Appraisal of Route 109 Corridor, \$23,625:**

25 *The Board reviewed the following information: (1) Memorandum, dated April 30, 2015, from David*
26 *D'Amico, Deputy Director, DPS; (2) Memorandum, dated April 30, 2015, from Town Counsel approving*
27 *as to form; and (3) Contract between the Town of Medway and Howard S. Dono & Associates.*
28

29 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract with**
30 **Howard S. Dono & Associates for review appraisal of the Route 109 Corridor in the amount of**
31 **\$23,625, conditioned upon the approval of the Town Accountant; Selectman White seconded. No**
32 **discussion. VOTE: 4-0-0.**
33

34 Brief discussion followed on scheduled roadway paving. Mr. Holder distributed a handout featuring the
35 cheap sealing process. Mr. Boynton stated that this process can actually extend the life of the roadway.
36 Mr. Holder explained that this process will be used in part of the Claybrook II development. A hot
37 surface is down first and then a layer of stone is pressed into the hot surface with a steel drum roller.
38 Selectman Foresto stated that Ocean Circle was done this way. Funds will come out of the monies
39 bonded for the roadway project. Discussion followed and plans were developed to hold an informational
40 meeting for the residents of the roads to be done, perhaps in June. Informational materials will be
41 available on the Town's website for those who cannot attend the meeting.
42

43 **Authorization of Chairman to Execute Contract Amendment for Revised Contract End Date for**
44 **Shared Energy Manager – August 24, 2015:**

45 *The Board reviewed the following information: (1) Memorandum, dated April 27, 2015, from Stephanie*
46 *Mercandetti, Community Development Specialist; and (2) Contract Amendment between Town of*
47 *Medway and Commonwealth of Massachusetts for DOER Energy Manager Grant end date revision.*
48

49 Mr. Boynton explained that this amendment will identify the full year of employment for the Shared
50 Energy Manager. The funds from the grant will renew after August 24.
51

1 **Selectman Foresto moved that the Board authorize the Chairman to execute the amendment to the**
2 **Commonwealth of Massachusetts Standard Contract Form for the DOER Energy Manager Grant**
3 **which provides for a revised contract end date of August 24, 2015; Selectman White seconded. No**
4 **discussion. VOTE: 4-0-0.**
5

6 **Authorization of Chairman to Execute Contract with Attorney Peter J. Epstein for Renegotiation**
7 **of Cable Contract:**

8 *The Board reviewed the following information: (1) Client Fee Agreement between Town of Medway and*
9 *Peter J. Epstein; and (2) Draft contract between Town of Medway and Peter J. Epstein.*
10

11 Mr. Boynton clarified that both the Verizon and Comcast contracts are in the contract renewal period. He
12 added that Town Counsel has reviewed and approved the contract.
13

14 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract with Peter J.**
15 **Epstein for renegotiation of cable contract, conditioned upon the approvals of Town Counsel and**
16 **Town Accountant and receipt of all final documentation; Selectman White seconded. No discussion.**
17 **VOTE: 4-0-0.**
18

19 **Approval – One-Day Liquor License Applications:**

20 *The Board reviewed an application and recommendation from the Medway Police Department for the*
21 *following applicants and events at the Thayer Homestead: (a) Barbara & Michael Faron - June 7, 2015;*
22 *(b) Jennifer Gallagher –May 23, 2015; (c) Susan Lynch –May 31, 2015; (d) Donald Ralph/Staples –May*
23 *19, 2015 (rescheduled from 1/28/15); and (e) Kathleen & Michael Russo – May 17, 2015*
24

25 **Selectman Foresto moved that the Board approve one-day wine and malt licenses for Barbara and**
26 **Michael Faron, Susan Lynch, Donald Ralph/Staples, and Kathleen and Michael Russo as well as a**
27 **one-day all-alcohol license for Jennifer Gallagher for events at the Thayer Homestead on June 7,**
28 **2015; May 31, 2015; May 19, 2015; May 17, 2015; and May 23, 2015, respectively, with the proviso**
29 **that all conditions set forth in Police Chief Tingley’s approval letters are met; Selectman White**
30 **seconded. No discussion. VOTE: 4-0-0.**
31

32 **Action Items from Previous Meeting:**

33 *The Board reviewed the Action Items List.*
34

35 Brief discussion followed on the Choate Park project, and the ALS programs for Emergency
36 Management.
37

38 **Approval of Warrants:**

39 *The Board reviewed Warrants 15-45P and 15-45SP.*
40

41 Selectman D’Innocenzo, Clerk, read aloud Warrants 15-45P and 15-45SP, presented for approval:
42

43	15-45P	\$ 278,186.79
44	15-45SP	\$ 751,327.85
45	TOTAL	\$1,029,514.64
46		

47 **Selectman D’Innocenzo moved that the Board approve the Warrants as read; Selectman White**
48 **seconded. No discussion. VOTE: 4-0-0.**
49

50 **Approval of Minutes:**

51 *The Board reviewed draft minutes from public sessions held on March 9, 2015; March 24, 2015;*

1 April 14, 2015; and April 29, 2015.
2

3 **Selectman Foresto moved that the Board approve the public session minutes from March 9, 2015,**
4 **as presented; Selectman White seconded. No discussion. VOTE: 3-0-1. Crowley abstained as he**
5 **was absent from the meeting.**
6

7 **Selectman Foresto moved that the Board approve the public session minutes from March 24, 2015,**
8 **as presented; Selectman White seconded. No discussion. VOTE: 2-0-2. Crowley and**
9 **D’Innocenzo abstained as they were not at the meeting.**
10

11 **Selectman Foresto moved that the Board approve the public session minutes from April 14, 2015, as**
12 **presented; Selectman White seconded. No discussion. VOTE: 2-0-2. Crowley and D’Innocenzo**
13 **abstained as they were absent from the meeting.**
14

15 **Selectman Foresto moved that the Board approve the public session minutes from April 29, 2015, as**
16 **presented; Selectman White seconded. No discussion. VOTE: 2-0-2. Crowley and D’Innocenzo**
17 **abstained as they were absent from the meeting.**
18

19 **Town Administrator’s Report:**

20 Mr. Boynton reported briefly on the following:

- 21 > Chip Seal Program Update – Wildbrooke Road, First Colony Drive and Summit Road
 - 22 > Labor Counsel – The Town will be using the firm of Feeley & Brown
 - 23 > Update – Village Street Project
 - 24 > Update – Highland Street Water Line Project
 - 25 > Budget Updates – Fire Department and Veterans Services Needs
 - 26 > Open Space Bond Bill for Choate Park
 - 27 > Capital Project List Submitted
 - 28 > Senate Program Requests Submitted
 - 29 > House Budget Amendment -- \$60,000 for School Zone Signs
- 30

31 **Selectmen’s Reports:**

32 Selectman D’Innocenzo reminded residents of the upcoming Annual Town Meeting. He added that the
33 athletic fields are being used a lot.
34

35 There was brief discussion on placing a banner publicizing Annual Town Meeting across Route 109,
36 which would be followed by a banner for the Annual Town Election.
37

38 Selectman Foresto announced that the Medway Cable Board authorized replacement of cameras and other
39 equipment in Sanford Hall so that meeting broadcasts can be in High Definition.
40

41 Chairman Crowley reported that Ms. Stephanie Mercandetti is presently meeting with Zoning Recodification
42 and Design Review to discuss various issues.
43
44

45 **At 8:33 PM Selectman White moved to adjourn; Selectman Foresto seconded. No discussion.**
46 **VOTE: 4-0-0.**
47
48

49 Respectfully submitted,
50 Jeanette Galliard
51 Night Board Secretary

DRAFT

1
2

**Board of Selectmen's Meeting
Monday, May 11, 2015 – 6:15 PM
Medway High School --- Room 111-1
88 Summer Street**

Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (6:36 PM); Glenn Trindade and Maryjane White.

Also Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder, Director, Department of Public Services; Susy Affleck-Childs, Planning Coordinator.

At 6:20 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Public Comments: None.

At 6:21 Selectman Trindade moved that the Board enter Executive Session under Exemption 3 to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect of the bargaining or litigating position of the public body and the chair so declares [Maritime Housing v. PEDB, "Redgate" Lawsuit]; Selectman White seconded. The chair did so declare. No discussion. Roll Call Vote: 4-0-0 (Crowley, aye; Foresto, aye; Trindade, aye, White, aye).

At 6:30 PM Chairman Crowley reconvened Public Session.

Update from Town Counsel – Unaccepted Roads:

There were no background materials.

Ms. Barbara Saint André, Town Counsel, reported that some of the Town's unaccepted roads are private roads. She has checked the deeds which revealed that roads are owned by the developers. Under state law, the Town is not allowed to spend funds on road maintenance of private roads.

Mr. Boynton asked about the Town's ability to suspend snow plowing on private ways. Ms. Saint André expressed caution in that it would be tricky to pick and choose between all the private roadways in Medway. Ideally, the Town/Board needs to set some kind of standard or define criteria.

Ms. Susy Affleck-Childs pointed out that there is a difference between a bona fide private way or one that is temporarily private and intended to be accepted upon completion.

Discussion followed on what rights the developer might have to use the roads. The burden of proof is on the developer.

General Discussion of Special and Annual Town Meeting Warrants:

The Board reviewed the following materials: (1) Special Town Meeting Warrant and motions; and (2) Annual Town Meeting Warrant Index, Warrant and motions. It is noted that Articles 22, 25 and 26 have substitute motions depending upon action by Town Meeting on preceding articles, Art. 21 in the case of

Art. 22, and Art. 24 (zoning recodification) in the case of Arts. 25 and 26. Also, the BOS recommendation for the Citizens' Petitions articles (#30 and 31) remain TBD.

Brief discussion followed on final town meeting preparations, revised motions, anticipated amendments, etc.

Approval of Warrants:

The Board reviewed Warrant 15-46S.

Selectman D'Innocenzo, Clerk, read aloud Warrant 15-46S, dated 5-14-15, presented for approval:

School Bills	\$ 436,753.43
Town Bills	<u>\$ 691,465.55</u>
TOTAL	\$1,128,218.98

Selectman Trindade moved that the Board approve the Warrant as read; Selectman White seconded. No discussion. VOTE: 5-0-0.

At 6:40 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion. VOTE: 5-0-0.

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

**Board of Selectmen’s Meeting
June 1, 2015 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street**

Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D’Innocenzo, Clerk (7:03 PM); Glenn Trindade and Maryjane White.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant to the Town Administrator; Stephanie Mercandetti, Director, Community and Economic Development; David D’Amico, Deputy Director, Department of Public Services.

Others Present: Doug Havens, Affordable Housing Trust.

At 7:00 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Public Comments: None.

Reorganization of the Board – Chair, Vice Chair, Clerk:

There were no background materials.

Chairman Crowley took this opportunity to thank the current Board members, noting that most people have little idea how much time it involves to be on the Board, usually meetings on two or three nights each week. “Maryjane is a source of information that reflects what the public shares with her in the Town Clerk’s office. Glenn and John, you are out every night with me, and I greatly appreciate your efforts.”

Addressing his last comment to Mr. Boynton, Chairman Crowley stated that he “wanted to make sure that the transition between Town Administrators would go well, and it did. To date, you have been an outstanding Town Administrator. You have done an excellent job, and the more open Town Administrator Office gives residents a chance to come in and talk with you.”

At this time, Selectman Trindade nominated Selectman Foresto as Chair; Selectman White seconded. There were no further nominations. Selectman Foresto agreed to serve. VOTE: 4-0-1 – Selectman Foresto abstained from the vote.

Selectman Trindade nominated Selectman White as Vice-Chair; Selectman D’Innocenzo seconded. There were no further nominations. Selectman White agreed to serve. VOTE: 5-0-0.

Selectman White nominated Selectman D’Innocenzo as Clerk; Selectman Trindade seconded. There were no further nominations. Selectman D’Innocenzo agreed to serve. VOTE: 4-0-1 – Selectman D’Innocenzo abstained from the vote.

At this time, Selectman Crowley turned the gavel over to Chairman Foresto.

Chairman Foresto stated that he did not think anyone can appreciate the amount of time Selectman Crowley puts in, both locally and at the state level. Brief discussion followed.

1 **Appointment – Eric Arbeene – Zoning Board of Appeals:**

2 *The Board reviewed the following information: (1) Letter of interest, dated May 17, 2015; and*
3 *(2) Resume from Eric Arbeene.*
4

5 Present: Eric Arbeene.
6

7 Mr. Arbeene stated that he approached Ms. Mercandetti about an opening on the Economic Development
8 Committee, and she informed him of the opening on the Zoning Board of Appeals. He noted that he is
9 currently working as a community planner and has a lot of experience working with municipal
10 government including time on the Medway Finance Committee.
11

12 Selectman Trindade stated he was glad to see Mr. Arbeene interested in serving the Town again, noting
13 that he has terrific experience as well as knowledge of the Town.
14

15 **Selectman Trindade moved that the Board appoint Eric Arbeene to the Zoning Board of Appeals**
16 **for a three-year term to expire on June 30, 2018; Selectman White seconded. No discussion.**

17 **VOTE: 5-0-0.**
18

19 **Annual Committee Appointments: List Follows Agenda:**

20 *The Board reviewed the following information: (1) List of FY16 openings; and (2) Letters of interest in*
21 *reappointment. It is noted that, if there is not a letter of interest in reappointment, the intent was stated*
22 *verbally.*
23

24 Brief discussion followed on varying term lengths, during which it was noted that sometimes the term is
25 defined by statute and other times it is desired that a couple of members rotate off each year instead of all
26 members. For this reason, when a new committee is formed, the initial terms may be of varying lengths.
27

28 **Selectman Trindade moved that the Board reappoint the incumbent board and committee**
29 **members as listed on the summary sheet for the customary terms associated with their respective**
30 **boards and committees and that Ms. Mercandetti be appointed as the Town’s representative to the**
31 **MAPC; Selectman White seconded. No discussion. VOTE: 5-0-0.**
32

33 **Update – Paving Schedule:**

34 *The Board reviewed an updated schedule of paving projects.*
35

36 Present: David D’Amico, Deputy Director, Department of Public Services.
37

38 Mr. Boynton reported that state funds have brought \$600,000 to the Town, though \$200,000 is not
39 available immediately. Brief discussion followed.
40

41 Selectman Crowley informed residents that the Board is aware that there are streets and sidewalks that
42 need to be done, but that funding is simply not available. The Board hopes to have funding available
43 within six months or a year, and asked that residents continue to be patient.
44

45 Selectman Trindade asked Mr. D’Amico if there was some kind of guideline on what it costs to replace a
46 sidewalk, i.e., dollars per foot. Mr. D’Amico responded that the type of construction (curbing) can vary
47 which changes the costs, drainage, ponding vs. puddling, etc. It is often a case-by-case assessment.
48 Chairman Foresto added that handicapped accessibility is also a consideration. Selectmen Crowley stated
49 that \$10 million would handle most, but not all, sidewalks that need to be repaired or replaced. Mr.
50 Boynton stressed the importance of connecting this kind of work to a larger project. For the benefit of
51 viewers, Selectman Crowley emphasized that any proposed funding solutions would NOT include debt

1 exclusions or budget overrides. Discussion followed on varying kinds of construction and curbing,
2 estimates, limited resources, Village Street and the Route 109, and subdivision roads that will need
3 routine maintenance as they reach 30 years of age.
4

5 **Approval –Amendment #1 to Paving Contract – Lorusso Corp.:**

6 *The Board reviewed the following information: (1) Amendment #1; and (2) Original contract. It is noted*
7 *that this amendment changes the contract language to accurately reflect unit pricing, as bid, rather than*
8 *a total sum.*
9

10 Mr. Boynton explained that, in review of the invoices, it was discovered that the contract language did not
11 correlate with the invoices, i.e., ceiling amount vs. unit pricing. He noted that the proposed language
12 came from Town Counsel. Brief discussion followed.
13

14 **Selectman Trindade moved that the Board authorize the Chairman to execute Amendment #1 to**
15 **the Town’s paving contract with Lorusso Corporation, as presented; Selectman White seconded.**
16 **No discussion. VOTE: 5-0-0.**
17

18 **Change Order – Gravity Construction Contract for Village and Adams Streets Water Main**
19 **Replacement - \$11,610.52:**

20 *The Board reviewed a Change Order, dated 3-29-15. It is noted that the change order will be signed by*
21 *the Town Accountant prior to the Selectmen’s meeting.*
22

23 Mr. D’Amico explained that some items have come up that were not included in the contract and need to
24 be done. He added that other items need to be removed, resulting in the finished price being lower than
25 the original contracted price.
26

27 **Selectman Trindade moved that the Board approve the change order for Gravity Construction in**
28 **the amount of \$11,610.52, as presented; Selectman White seconded. No discussion. VOTE: 4-1-0 –**
29 **Selectman Crowley opposed, citing the lack of a recap sheet on this contract. Selectman Crowley**
30 **reminded the Board he had asked for budget/contract information whenever a change order is**
31 **presented.**
32

33 **Review Municipal Comment Letter to MassHousing – Proposed Timber Crest LLC Affordable**
34 **Housing Development:**

35 *The Board reviewed a Draft comment letter, last revised 6-1-15.*
36

37 Present: Stephanie Mercandetti, Director, Community and Economic Development; Paul Cusson,
38 Delphic Associates; Mounir Tayara, Timber Crest, LLC; Paul DeSimone, Colonial Engineering; Jim
39 Pavlik, Outback Engineering.
40

41 Mr. Boynton stated Ms. Mercandetti has been working hard on this, collecting comments from Town
42 officials and integrating those comments as necessary. He briefly explained the process of the comment
43 period as well as the Town submitting comments relative to the suitability of the site and related matters.
44 Among issues not included are community impact, school impact, and other things.
45

46 Ms. Mercandetti briefly reviewed the timeline beginning with the receipt of the ANRAD (Abbreviated
47 Notice Request for Area Delineation) of the proposed site. She emphasized that there is no formal
48 application for the project at this time. She stated she reached out to Town Departments and relevant
49 boards and committees for their comments thus far. MassHousing will contact the Town if it requires
50 further information on any items. The Conservation Commission has not completed its process yet.
51

1 Ms. Mercandetti informed the Board that documents are posted online so that residents can stay informed
2 of the progress.

3
4 For the benefit of viewers, Ms. Mercandetti listed some of the general topic areas that were considered,
5 Residents have the ability to write to MassHousing to voice their concerns and opinions relative to the site
6 suitability and the application. Residents may contact Ms. Mercandetti for more information.

7
8 Selectman Crowley expressed concern that the Town does not have a complete set of drawings, and
9 without that, the Town does not have the ability to completely evaluate the proposal. Ms. Mercandetti
10 responded that the Town has included a comment which indicated that project information is "sorely
11 lacking". Mr. Crowley asked to add to the letter that the Town reserves its rights to provide additional
12 comments to MassHousing as more complete plans are received by the agency. Brief discussion
13 followed. Ms. Mercandetti noted that this comment submission is the first step, which, if approved by
14 MassHousing, would be followed by the Comprehensive Permit application. The Comprehensive Permit
15 application would need to include complete plans. MassHousing has to approve the plan if, and when, the
16 Comprehensive Permit is granted.

17
18 Selectman Crowley expressed concern about the lack of a pump station as defined by Town Bylaw and
19 the fact that this project is proposed on a force main. Ms. Mercandetti responded she will look into it.

20
21 Brief discussion followed on the Comprehensive Permit process, appeals to Housing Appeals Court if the
22 permit is denied, and other matters. Mr. Boynton stated that a meeting with Town Departments would
23 have been advantageous prior to the receipt of the ANRAD application, action that begins a tight timeline
24 that does not allow that kind of cohesive meeting.

25
26 Responding to a question from Selectman Trindade, Ms. Mercandetti stated a purchase and sale
27 agreement is included as part of the application.

28
29 At this time, Chairman Foresto asked if there was public comment.

30
31 A Fairway Lane resident thanked Ms. Mercandetti for her work on this project. He wanted to know if
32 there is any history on this developer such as what type of work he has done, his track record, etc. Ms.
33 Mercandetti this project involves Delphi Associates along with their partner, Stonebridge Homes. The
34 most recent project is in Bellingham. She noted that there are several projects in various stages of
35 construction or in the permitting process. Brief discussion followed on the sale of affordable units,
36 stormwater runoff, and concerns about the surveyor associated with this project. It has been alleged that
37 the man that did the surveying may not be a licensed surveyor and presenting plans stamped by another
38 individual. Selectman Crowley responded that it was discussed with Town Counsel and suggested the
39 residents write something themselves. It was asked if a single petition with many signatures would be
40 better than individual letters from a dozen residents.

41
42 Mr. Kurt Schaefer, Fairway Lane, noted that the developer had to pay for drainage issues that arose back
43 in the 1990s. He expressed concern for wetland areas and that stormwater runoff will come down toward
44 Fairway Lane. Ms. Mercandetti responded that the Conservation Commission will review wetlands
45 issues, and the Zoning Board of Appeals will retain control of the stormwater issues. The Board asked to
46 have further language added to the letter regarding drainage, noting that Fairway Ln residents had to take
47 measures to alleviate prior, post development runoff issues.

48
49 Another Fairway Lane resident also expressed concern about the developer and reclaimed wetlands, as
50 well as concern for the number of entities listed in the application. She indicated it is hard to find a track
51 record, or how previous units are selling. Can these concerns be addressed in queries to MassHousing?

1 She feels that this applicant approached the project in a somewhat disingenuous manner and she does not
2 trust them. Brief discussion followed. Lastly, she asked about the existing dwelling that may be
3 considered historical and therefore needs protection.
4

5 Selectman Crowley emphasized that the Board is not against 40B projects, but agrees that 192 units on
6 this property is too many.
7

8 **Mr. Boynton asked if the Board would entertain a motion to approve the letter with the two**
9 **proposed changes (Town reserves right to further comment as updated plans are submitted to**
10 **MassHousing and noting Fairway Ln susceptibility to drainage issues) and authorize the letter, as**
11 **amended, to put forward to the Board for signature. Selectman Trindade offered that motion;**
12 **Selectman Crowley seconded. No further discussion. VOTE: 5-0-0.**
13

14 **Approval – One-Day Liquor License Applications:**

15 *The Board reviewed applications and recommendations from the Police Chief for the following events:*

- 16 *a. Lisa Johnson – Thayer Homestead – June 14, 2015*
 - 17 *b. Nancy Sheppard – Thayer Homestead – June 28, 2015*
 - 18 *c. Jenny Kangis – Thayer Homestead – August 2, 2015*
 - 19 *d. Jacqui Olsen – Thayer Homestead – August 8, 2015*
 - 20 *e. Phyllis Dunn – Thayer Homestead – August 9, 2015*
- 21

22 **Selectman Trindade moved that the Board approve one-day liquor licenses for Lisa Johnson,**
23 **Nancy Sheppard, Jenny Kangis, Jaqueline Olsen and Phyllis Dunn for the dates requested**
24 **conditioned upon fulfillment of the Police Chief’s recommendations for each respective event;**
25 **Selectman White seconded. It was recommended that large events have police details to monitor**
26 **parking. VOTE: 5-0-0.**
27

28 **Approval –Cystic Fibrosis Foundation Cycle for Life Bicycle Tour – Oct. 3, 2015:**

29 *The Board reviewed the following information: (1) Request, dated May 11, 2015, from the Cystic Fibrosis*
30 *Foundation; and (2) Memorandum, dated May 18, 2015, from the Police Chief.*
31

32 **Selectman Trindade moved that the Board approve the Cystic Fibrosis Foundation’s Cycle for Life**
33 **Bicycle Tour on October 3, 2015 conditioned upon the organization’s hiring of two detail officers to**
34 **assure the safety of the riders and the movement of traffic during the event; Selectman White**
35 **seconded. No discussion. VOTE: 5-0-0.**
36

37 **Action Items from Previous Meeting:**

38 *The Board reviewed the Action Items List.*
39

- 40 #5 – Net Metering: Mr. Boynton provided a brief report.
- 41 #6 – School constructions project: Mr. Boynton stated there is a good working relationship between
- 42 Town and schools. Mr. Holder and Mr. D’Amico are working closely with school staff on renovations.
- 43 #7—Zoning Bylaw Recodification: This was accomplished at Annual Town Meeting and can come off.
- 44 #8 – DPS Facility study: This should be relabeled as DPS Building Project.
- 45 #9 – Playground Concepts – Selectman Trindade anticipates having an article for Fall Town Meeting.
- 46 #11 – Searchable minutes: It was noted that this may require an overhaul of the Town’s website.
- 47 #12 – Police access to school surveillance: Mr. Boynton reported this will happen in the near future.
- 48 #13 – ALS Program: This training is still on target for a September report.
- 49 #15 – Toxic Use Reduction Institute grant application: There is discussion of a possible pilot program for
- 50 a small section of athletic field to help train staff on these techniques.
51

1 **Approval of Warrants:**

2 *The Warrant was not available for review.*

3
4 **Town Administrator's Report:**

5 Mr. Boynton reported that he is monitoring developments with Eversource (NStar); their union workers
6 will go on strike at midnight.

7
8 Mr. Boynton congratulated Fire Chief Lynch for a significant reimbursement for ambulance
9 recertification services. He noted these funds will be deposited into the Ambulance Enterprise Account.

10
11 At this time, Mr. Boynton presented the rest of his report.

12
13 **Selectmen's Reports:**

14 Selectman Crowley congratulated Colonel Matondi and the Memorial Day Committee for an outstanding
15 Memorial Day program.

16
17 Selectman Crowley asked for a quick update on the Route 109 project. It was noted that letters will be
18 going out to businesses soon.

19
20 Selectman White reported that 777 voters participated in recent election, noting that there are over 8,000
21 registered voters in Medway. There were two important races (School Committee and Parks
22 Commission) so the low voter turnout was a little disappointing.

23
24 Chairman Foresto thanked Selectman Crowley for his efforts as Chairman and his very moving speech on
25 Memorial Day.

26
27
28 **At 9:05 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.**
29 **VOTE: 5-0-0.**

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31
32 Respectfully submitted,
33 Jeanette Galliardt
34 Night Board Secretary

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**Board of Selectmen's Meeting
October 3, 2015 – 8:45 AM
Town Administrator's Conference Room
Town Hall, 155 Village Street**

Present: Vice Chairman Maryjane White, Clerk Richard D'Innocenzo and Selectmen Glenn Trindade.

Chairman John Foresto and Selectmen Dennis Crowley were absent.

Vice Chairman White called the meeting to order at 8:45 AM.

**Approval – One Day Alcohol License Application – Tim and Amanda Newman – Thayer Homestead,
October 6, 2015:**

The Board reviewed the Special One-Day Liquor application submitted by Tim and Amanda Newman and a memorandum dated September 30, 2015 from Police Lt. William Boultenhouse.

Mr. D'Innocenzo moved, seconded by Mr. Trindade, to approve a one-day wine & malt license and application for Tim and Amanda Newman for an event to be held at the Thayer Homestead on October 6, 2015 with the proviso that the conditions set forth by the Police Department were met. It was unanimously voted: 3-0-0.

At 8:50 AM, Mr. Trindade moved to adjourn; Mr. D'Innocenzo seconded. No discussion. VOTE: 3-0-0.

AGENDA ITEM #17

Town Administrator's Report

AGENDA

ITEM #18

Selectmen's Reports