

Board of Selectmen

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



Medway Town Hall
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Medway, MA 02053
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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

October 19, 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

Other Business

1. Approval – Notice of Grant Award – Library Services and Technology Act [LSTA] Grant - \$7,500
2. Approval – Notice of Grant Award – Sustainable Materials Recovery Program Grant - \$5,000
3. Discussion/Vote – Exelon Project Host Community and PILOT Agreements
4. Vote – Fall Town Meeting Warrant Article Recommendations
5. Approval – One-Day Liquor License Application
 - a. Chase Barrett – Thayer Homestead – October 31, 2015
6. Action Items from Previous Meeting
7. Approval of Warrants
8. Approval of Minutes
9. Town Administrator's Report
10. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

November 2, 2015 ---- Regular Meeting

November 16, 2015 ---- Fall Town 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

**Approval –
Notice of Grant Award-
Library Services and Technology
Act Direct Grant Program - \$7,500**

Associated back up materials attached.

- Notice of Grant Award

Proposed motion: I move that the Board of Selectmen approve the Library Services and Technology Act Direct Grant Program award in the amount of \$7,500.

TOWN OF MEDWAY
NOTICE OF GRANT AWARD

DEPARTMENT: Library DATE: 10/6/15

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Margaret Y Perkins

NAME OF GRANT: "Science is Everywhere"

GRANTOR: Library Services and Technology Act (LSTA) Direct Grant Program /MBLC

GRANT AMOUNT: \$7,500

GRANT PERIOD: 10/1/2015 - 9/30/2016

SCOPE OF GRANT/
ITEMS FUNDED Outside Science Educator - 9 programs; 2 museum programs,
Science equipment, books, DVDs, publicity

IS A POSITION BEING
CREATED: no

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE TOWN
FUNDS REQUIRED? no

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:

ANY OTHER EXPOSURE TO TOWN?
no

BOARD OF SELECTMEN:

ACTION DATE _____

DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE GRANT APPROVAL
TO THE TOWN ADMINISTRATOR'S OFFICE FOR APPROVAL BY THE BOS TO EXPEND

Worksheet

Year 2015 - 2016

Budget	Description (Narrative)	LSTA	Cost Share	Totals
Salaries/wages/benefits for staff directly contributing to project activities		\$2,020.00	\$10,641.00	\$12,661.00
Salaries	Cost Share: Library Director, Margaret Perkins, 184 hours; Children's/YA Librarian, to be hired, 138 hours; Head of Technical Services Librarian, 46 hours; LSTA: Part-time Library Assistant, 46 hours @ \$17.06/hr.; Substitute Library Assistant 44 hrs. @ 14.71/hr.; Substitute Library Assistant 40 hrs. @ \$14.71/hr.	\$2,020.00	\$9,758.00	\$11,778.00
Fringe Benefits	for Director and Children's Librarian only	\$ -	\$883.00	\$883.00
Total/Salaries/Wages/ Benefits				

2. Consultant Fees. Expenses related to acquiring the services of a consultant for the project. Costs may include fees, travel, accommodation, meals, etc.	The Science Educator for this project will be Kim Pond of 4-H. She will offer 9 programs @ \$200 each. Mileage for Science Educator: 23 miles x 9 programs x \$0.575/mile = \$119.03	1,919.00	\$ -	\$1,919.00
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3. Travel. Expenses for travel related to the project (do not include Consultant Travel)				
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4. Supplies/Materials		\$2,956.00	\$600.00	\$3,556.00
Books/Periodicals (print)		\$958.00	\$600.00	\$1,558.00
Digital Media		\$ -	\$ -	\$ -
Databases		\$ -	\$ -	\$ -
DVDs/CDs/Videogames		\$300.00	\$ -	\$300.00
Supplies	littleBits, Snap Circuits, Incubator, Telescope, Dinosaur Kit, Take Apart Torso, science of motion kits	\$1,453.00	\$0.00	\$1,453.00
Postage	500 two-page color brochures	\$245.00	\$0.00	\$245.00
Printing				
Other				

5. Expenses for the purchase of equipment/furniture required to carry out the project				
Hardware				
Software				
Furniture				
Other				

Total Expenses for purchase of Equipment

6. Services		\$605.00	\$2,260.00	\$2,865.00
a. Presenters/Speakers/Performers Fees	LSTA: Museum of Science Animal Invaders program, \$305; Ecotarium Cost Share: Ecotarium, 2 additional programs, \$600, Museum of Science, 2 additional programs, \$610, Astronomy program, \$450, Field Trip to Medway Community Farm \$100	\$605.00	\$1,760.00	\$2,365.00
b. Equipment Maintenance				
c. Other				
d. Advertising Public Relations, and/or Promotional Materials	Promotion - Medway Cable Access		\$200.00	\$200.00
e. Lobbying and/or Advocacy				
f. Food and/or Entertainment				
g. Audit			\$300.00	\$300.00
Total Specific Costs				
TOTAL		\$7,500.00	\$13,501.00	\$21,001.00

* Specify Other Sources; e.g. Friends of Library

If your application is for a 2 year project please fill out a separate budget for each year.

AGENDA

ITEM #2

**Approval –
Notice of Grant Award-
Sustainable Materials Recovery
Program Grant from MA DEP -
\$5,000**


Associated back up materials attached.

- Notice of Grant Award

Proposed motion: I move that the Board of Selectmen approve the Sustainable Materials Recovery Program grant award from MA DEP in the amount of \$5,000.

TOWN OF MEDWA+A1:I39Y
NOTICE OF GRANT AWARD

DEPARTMENT: DPS DATE: 10/13/2015

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder 

NAME OF GRANT: Sustainable Materials Recovery Program

GRANTOR: MADEP

GRANT AMOUNT: \$5,000.00

GRANT PERIOD: Calendar Year 2015

SCOPE OF GRANT/
ITEMS FUNDED This grant provides funding to Municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Eligible items for funding are; compost bins, rolloff containers, public outreach, equipment to support collection of hard to recycle materials. Full Grant Fund is sent directly to Town for expenditure on necessary items.

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING TOWN
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
NA

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:
NA

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: Nov-15

APPROVAL SIGNATURES _____

DATE _____



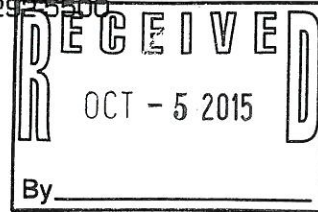
Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

September 30, 2015

Mr. Dennis Crowley
Chair, Board of Selectmen
Town of Medway
155 Village Street
Medway, MA 02053

Dear Mr. Crowley,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Medway Recycling Dividends funds and Small-Scale Initiative funds under the Sustainable Materials Recovery Program. The Town of Medway has earned 10 points and will receive \$5,000.

Please note, awards for the following grant categories are being evaluated (Mattress Recycling Initiative, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance, Waste Reduction Enforcement Coordinator, Waste Reduction Projects, Organics Capacity Projects) and will be announced separately.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The terms and conditions of this award are outlined in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg
Commissioner

cc: Tom Holder, DPW Director

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE Town of Medway (“Municipality”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”) and Small Scale Initiatives grant. The Municipality has earned a payment of \$5,000.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. RDP provides an incentive for municipalities with poor recycling programs to do better by implementing best practices and it rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract.

6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and *Appendix A – Criteria Performance Standards* describe in detail the conditions for earning points.

Trash Households Served	Value of Each Point
1 - 1,999	\$200
2,000 - 4,999	\$400
5,000 - 7,499	\$800
7,500 - 9,499	\$1,000
9,500 - 12,499	\$1,500
12,500 - 16,999	\$2,500
17,000 - 24,999	\$3,000
25,000 - 31,999	\$3,500
32,000 - 54,999	\$6,000
55,000 +	\$10,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 10, 2015 and that these programs fully meet the performance standard set forth in *Attachment A – Criteria Performance Standards*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality’s payment was calculated.
8. Use of Funds: RDP Payments shall be expended on approved equipment and activities, listed below, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.
- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.

- Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program. Examples include bags and stickers, promotion/outreach about the PAYT program, additional staffing needs during start-up phase, and pre-approved transfer station improvements to facilitate PAYT.
- Funds to enhance school recycling and composting programs including:
 - Stipends for school recycling coordinator or teacher who commits to coordinating the school-wide recycling program
 - Funding for district-wide school recycling coordinator
 - Equipment to support source reduction, recycling and organics diversion programs at schools, including dish washing equipment, durable trays and silverware, compostable trays (only if food waste from the cafeteria is composted)
 - Collection and composting costs for a school food waste diversion program
 - Source reduction including reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles.
- Environmentally Preferred Products including purchases from state contract FAC85 and rain barrels.
 - For more information on FAC85 visit: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/green-products-and-serv/specific-epp-statewide-contracts/green-cleaning-products.html>.
 - From the Approved Green Products list, the following categories are eligible uses for grant funds: All Purpose Cleaning Products, Carpet Cleaning Products, Dilution Systems, Disinfectants & Other Sanitizers, Floor Cleaner/Stripper/Polish, Glass Cleaners, Hand Soap & Dispensers, Low Impact Innovation Tech, Restroom Cleaner & Products, Degreasers, Enzymatic Cleaning Product, Hand Sanitizers, and Urinal Products.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of an existing solid waste and recycling program.

9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the Recycling and Solid Waste survey and the Recycling Dividends Program Annual Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.
11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.
13. RDP Payment Calculation:
 The Municipality's payment has been calculated as follows:
 (Value of each point) x (Total RDP Points) + (Small Scale payment amount)

a. Solid Waste Program	5
b. Organics	0
c. Bulky Items	2
d. Yard Waste	1
e. Mandatory Recycling	0
f. Household Hazardous Waste	0
g. <u>Center for Hard to Recycle Materials</u>	<u>2</u>
TOTAL RDP POINTS	10
VALUE OF EACH POINT	\$ 400
RDP PAYMENT AMOUNT	\$4,000
SMALL-SCALE PAYMENT AMOUNT	\$1,000
TOTAL GRANT PAYMENT AMOUNT	\$5,000

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
 Greg Cooper, Division Director
 Bureau of Air and Waste
 Department of Environmental Protection

Town of Medway
 By: Tom Holder - Director / DPS 10.13.15 (Date)
 (Signature and Title)
Tom Holder
 (Print Name)

AGENDA

ITEM #3

Discussion/Vote – Exelon Project - Host Community and PILOT Agreements

Associated back up materials attached.

- *Host Community Agreement* between Town of Medway and Exelon West Medway II, LLC
- *Payment in Lieu of Taxes [PILOT] Agreement* between Town of Medway and Exelon West Medway II, LLC

Proposed motion: I move that the Board of Selectmen vote to execute both the *Host Community* and *PILOT* agreements between the Town of Medway and Exelon West Medway II, LLC.

HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (the "Agreement"), made and entered into as of this 13th day of October, 2015 (the "Effective Date"), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts ("Medway" or the "Town") having its offices at 155 Village Street, Medway, Massachusetts 02053, and Exelon West Medway II, LLC, a Delaware limited liability company ("Exelon" or "Owner"), having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348. The Town and Exelon may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Medway is host community to the 94-acre West Medway Generating Station site (the "Site") on Summer Street in Medway, owned by Exelon and having a total nominal capacity of 135 megawatts ("MW") (the "Plant");

WHEREAS, Exelon has proposed to construct a new fast-starting peaking facility (the "Facility"), with two electric combustion turbines (100 MW each) with a combined net nominal electrical output of 200 MW located on a portion of the Site, as shown on Exhibit A (the "Project");

WHEREAS, Exelon has petitioned the Massachusetts Energy Facilities Siting Board (the "EFSB") for approval to construct the Project, and the EFSB has docketed the proceeding as EFSB 15-1/DPU 15-25 (the "Proceeding");

WHEREAS, Exelon has applied for or will apply for all necessary permits and approvals for the Project;

WHEREAS, Medway's technical consultants, officials, staff and legal counsel have extensively analyzed the Project and concluded that, subject to the agreements contained herein, and Exelon's strict adherence to all applicable federal, state and local permits, laws and regulations, the net result of the Project's construction and operation is consistent with preservation of the human and natural environment and will protect the interests of the Town;

WHEREAS, Medway intends, through this Agreement and through all legal powers and remedies available to it, to protect the best interests of its residents, businesses, and its corporate organization at all times to ensure that the Project is safe, efficient, and beneficial for the Medway community;

WHEREAS, Exelon is willing to make environmental, public health and public safety payments or other investments, undertake protective or mitigation measures and certain non-monetary public health and public safety measures, as set forth herein;

WHEREAS, Exelon and Medway desire to have this Agreement submitted to the EFSB and incorporated into the final decision issued by the EFSB in the Proceeding;

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Medway and Exelon do hereby covenant and agree, as follows:

1. Recitals.

The Parties ratify, confirm and incorporate herein the above Recitals.

2. Cooperation Between Exelon and Medway.

Exelon and Medway have entered into this Agreement to foster a cooperative working relationship with respect to the Project and the Facility. Both parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a commercially reasonable manner.

3. Term.

This Agreement shall commence on the date hereof and, except as otherwise provided herein, shall end on the last day of the calendar year in which Exelon last generates electricity at the Facility (the "Term"). This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The provisions of this Agreement that shall expressly survive termination of this Agreement are set forth in Section 26.

4. Permitting.

Exelon shall be responsible for applying for all applicable and required local permits, and shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. Exelon shall not restrict and instead shall facilitate on-site inspections required for determining compliance with any applicable permit or approval by the appropriate Medway official during construction of the Project or operations of the Facility.

5. Independent Agreement.

It is acknowledged and agreed that this Agreement, in part and in its entirety, is and shall remain separate and distinct from any other agreements made between the Owner and the Town relative to this Project, including any tax agreement entered into between Exelon, the Medway Board of Selectmen regarding the tax valuation of the Facility, after completion of the Project. This tax agreement shall be referred to herein as the "PILOT."

6. Amount and Term of Payments.

The payments made pursuant to this Agreement shall be independent of, and are in no way dependent upon, payments to be made to the Town pursuant to the PILOT.

A. Emergency Preparedness Funds

1. Exelon shall pay to the Town each year of the Term of this Agreement the sum of fifteen thousand dollars (\$15,000) for the purpose of providing fire, emergency management services, police and first responder training on responses to the Facility and adjoining parcels. The first such payment shall be due in the year in which construction of the Facility commences, on or before the date that is the later of occur of (i) thirty (30) days after the commencement of construction of the Facility and (ii) September 30th of such year; in subsequent years, such payment shall be due on or before September 30th of each year.

2. As mitigation for all fuel oil currently stored at the Plant and proposed to be stored at the Facility, Exelon shall pay to the Town the sum of six hundred and fifty thousand dollars (\$650,000) for the purchase, acquisition, and equipping of a foam and structural firefighting appliance vehicle as well as the training of personnel thereon. The specific design of this vehicle shall be the responsibility of the Medway Fire Chief or his designee(s). The payment of this sum shall occur not more than sixty (60) days following the commencement of construction. In no event shall any quantity of fuel oil be stored in the Facility's new storage tank prior to delivery of the new firefighting vehicle to the Town.

3. Exelon shall provide the Town with funds to purchase a dry-chemical firefighting vehicle (such payment not to exceed one hundred thousand dollars (\$100,000)), not more than thirty (30) days after the Effective Date.

4. Exelon will provide the Town with fifty thousand dollars (\$50,000), not more than thirty (30) days after the Effective Date, to assist with emergency management and preparedness.

B. Environmental and Technical Review Fund

Exelon shall pay to the Town the sum of one hundred thousand dollars (\$100,000) for the Town to retain independent legal, environmental, noise, and other technical consultants necessary for the Town to review all Project proposals and permit applications. This amount shall be paid to the Town not more than thirty (30) days following the Effective Date. This amount shall be independent of any fees paid to any board or commission of the Town in connection with an application for a permit or approval filed by Exelon in connection with the Project.

C. Water Analysis Fund

Exelon shall pay to the Town twenty-eight thousand dollars (\$28,000) to conduct a water analysis of the Project not more than thirty (30) days after the Effective Date. The Parties also hereby acknowledge Exelon's prior payment of the sum of forty thousand dollars (\$40,000) to

the Town in 2014 to assist the Town in finding unaccounted-for water.

D. Property Value Security Fund

In order to provide security in the event that a party that is the owner of a residential property located within three hundred (300) feet of the boundaries of the Site prior to the date that the EFSB approves construction of the Project (an "Abutter") experiences a material reduction in the value of their home directly attributable to the Facility and can reasonably demonstrate such reduction, Exelon shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000) per property. In the event that an Abutter wishes to make a claim for such compensation, it must file a claim with the Board of Assessors within five (5) years of the date of commencement of construction of the Project. The Town shall provide Exelon written notice of such claim, and Exelon and the Town shall provide the Abutter with a list of three appraisers that are mutually acceptable to the Town and Exelon. The Abutter shall select one appraiser from that list. The Abutter and Exelon shall each pay half of the cost of such independent third-party appraiser. If the appraiser's findings confirm that the Abutter has experienced an economic loss due to a material reduction in the value of their home directly attributable to the Facility, Exelon shall refund the Abutter's cost of the appraisal and shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000). On or prior to the commencement of construction of the Project, a) Exelon shall establish an escrow account (the "Security Account") with a national banking institution, and shall maintain such account until the later to occur of (i) the date that is five (5) years after the commencement of construction of the Project and (ii) that date on which the last properly-filed claim under this Section has been resolved; and b) shall initially deposit \$50,000 into the Security Account. Funds in the Security Account shall be used by Exelon to compensate Abutters in accordance with this Section. In the event that, at the end of any month during the term of the Security Account as set forth above, the balance of funds in the Security Account is less than \$50,000, Exelon shall, on or before the 15th day of the subsequent month, deposit sufficient additional funds into the Security Account so as to restore the balance to not less than \$50,000.

For the purposes of this subsection, in the event that more than one party owns an interest in such a property, all such owners with respect to a property shall collectively, and not individually, be deemed one Abutter.

E. Decommissioning

Exelon shall decommission and remove the Facility following the end of all use and/or operations of the Facility, at Exelon's sole cost and expense, in accordance with All Applicable Laws, in accordance with Good Industry Practice and in a safe and environmentally controlled process to manage long-term safety, security, and maintenance of facilities, including, without limitation, the potential dismantlement and sale of equipment and restoration of the Site. Within thirty (30) days of the date of initial commercial operation of the Facility (the "Commercial Operation Date" or "COD"), Exelon shall deliver to the Town a parental guaranty from Exelon Generation Company, LLC, in a form reasonably acceptable to the Town, in the amount of two million dollars (\$2,000,000) to provide financial assurance for the decommissioning and removal

of the Facility after all use of the Facility has permanently ceased. Exelon shall provide the Town a copy of any decommissioning plan it files with any Governmental Authority in connection with the permitting or approval of the Project. Exelon shall provide the Town with at least 180 days prior written notice of the decommissioning of the Plant or the Facility. This Section 6(E) shall survive the termination of this Agreement until all obligations hereunder have been fully discharged.

For purposes of this Section and this Agreement, the term "All Applicable Laws" shall mean any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Facility. Exelon shall ensure that any subcontractors hired to perform construction of the Project shall be required to comply with All Applicable Laws and shall be adequately insured. For purposes of this Section and this Agreement, "Good Industry Practice" shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the construction, operation and maintenance of generating plants similar in size and technology to the Facility) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of the best or any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts. For purposes of this Section and this Agreement, "Governmental Authority" shall mean the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal.

F. Energy Conservation Awareness Fund

Medway intends to implement an energy conservation awareness program. Exelon hereby agrees to work with the Town to support and sponsor such program. On or before September 30th of each year of this Agreement following the commencement of construction of the Facility, Exelon shall contribute an annual sum of twenty thousand dollars (\$20,000) to the Town. The Parties acknowledge and agree that such funds may be utilized by the Medway Public Schools, the Medway Energy Committee, and the Town, for purposes related to energy conservation awareness, including, but not limited to, public awareness and education, energy efficiency expenses and programs, energy grants and support for Medway's activities as a "Green Community" approved by the Massachusetts Department of Energy Resources.

7. Facilitation of the Project.

Medway agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary to accomplish the Project and to act at all times during such review within its legal capacity. This Section is not intended to and shall not be construed to imply that the Board of Selectmen has the authority to direct the outcome of any application submitted to any independent, local permit-issuing authority nor that the Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Project or the Facility.

8. Compliance with Laws.

Exelon shall ensure that the construction of the Facility and all of its operations related thereto shall conform to and comply with All Applicable Laws. In addition, Exelon and any subcontractor hired to construct the Project shall do so in accordance with Good Industry Practice.

9. Project Scheduling.

Prior to Exelon conducting any construction or construction-preparation activities, Exelon shall provide the Town with a written timetable setting forth the pre-construction, construction and completion schedule. The Parties agree to coordinate, to the greatest extent reasonably possible, construction activities for the Project. The Parties further agree to coordinate, to the extent possible, construction for the Project in concert with other road construction projects that are scheduled by the Town. Exelon shall provide notice to the Town of any material changes to the pre-construction, construction and/or completion schedule and, in case, of any delay of three (3) months or more in such schedule(s).

10. Air Quality.

Exelon shall meet all air emissions requirements imposed with respect to the Facility under its plan approvals, operating permits and licenses and under All Applicable Laws. Exelon shall comply with All Applicable Laws concerning the safe transportation, handling, use, and storage of aqueous ammonia.

Exelon shall install and maintain in-stack continuous emissions monitors ("CEMs") in compliance with the requirements of the Massachusetts Department of Environmental Protection ("DEP") and the United States Environmental Protection Agency ("EPA"). In the unlikely event that there is a lapse in compliance with any air emissions requirement, Exelon shall provide to the Board of Health of the Town copies of (i) any excess emissions reports or reports of deviations which Exelon files with either DEP or EPA, and (ii) any notice of violation or notices of non-compliance received from DEP or EPA, within ten (10) business days of filing or receipt, as applicable.

11. Water and Sewer.

A. Exelon shall be responsible for providing sufficient water to the Facility to ensure proper environmental and air quality controls are in place. It is agreed that no burden shall be placed upon the Town municipal water system in connection with Exelon's provision of water to the Project and/or Facility. The Town will cooperate with Exelon in Exelon's efforts to consider the means by which the Town's piping infrastructure may be interconnected with that of surrounding municipalities to secure alternative water supply sources for the provision of water to the Facility. Exelon shall be solely responsible for all costs associated with any system design and engineering, infrastructure upgrades, remediation for any affected town infrastructure including roads and sidewalks, or purchase of additional equipment necessary (for the Town's system or otherwise) to utilize an alternative water supply source.

Exelon shall assume responsibility for any and all costs associated with delivery of water to the Facility, including, but not limited to, interconnections (including with an adjoining community), metering, pumping, regulators, backflow systems, storage, hydrants, piping, and related equipment, designs, and legal and technical services. Further, Exelon shall be responsible for payment to the Town for any water used in excess of the metered amounts authorized as part of any interconnection agreement.

Exelon shall assume responsibility for any interconnections needed to serve the Facility and costs associated with such interconnections.

B. The Town's sanitary sewer service to Exelon during construction of the Project and operations of the Facility will solely be utilized for sanitary and facilities maintenance purposes and shall not exceed five thousand (5,000) gallons per day. Exelon shall comply with all regulations imposed by the Charles River Pollution Control District in connection therewith. Under no circumstance shall any water that has come in contact with the combustion turbines be discharged into the Town's sanitary sewer system.

C. Before initiating new withdrawals or increasing groundwater withdrawals at the Facility, Exelon shall submit to the Town copies of all submissions required of Exelon pursuant to the provisions of G.L. c. 21G and 310 C.M.R. §36.00, including, but not limited to, the following: (i) application for permit; (ii) annual statements of withdrawal; (iii) filings for five-year permit reviews; (iv) permit renewal applications; and (v) permit amendment applications. Exelon shall submit copies of the foregoing to the Town at the time these submissions are due to DEP.

12. Noise and Visual.

A. Exelon shall prepare a construction management plan (the "Construction Management Plan") to the Town as set forth herein. Exelon's activities related to construction of the Facility that generate significant noise levels shall be limited to the hours between 8:00 am and 4:00 pm Monday through Friday and Saturday between 9:00 am and 3:00 pm, except as otherwise approved by the Town.

B. Exelon shall use commercially reasonable efforts through final design and

construction of the Facility to shield abutting properties from increases in noise and visual impacts. Exelon shall include all of the proposed noise and visual mitigation measures in the Facility construction contracts into the Construction Management Plan. Exelon shall accomplish this in part through plantings, berm development, and/or fencing. Exelon shall establish a noise testing protocol in the Town with DEP and the Town's designated representative, and shall use best efforts to respond to complaints received by the Town about noise from construction of the Project and/or operations of the Facility and Exelon shall undertake any and all commercially reasonable actions to address such complaints.

C. Exelon shall meet all noise limitations imposed with respect to the Facility under its operating permits, licenses and municipal permits under All Applicable Laws. Exelon shall perform noise testing as required by its operating permits and shall promptly forward the results of any required testing directly to the Town's designated representative. The Town's designated representative may witness the operation noise measurement(s). Exelon shall limit nighttime noise levels such that the combined operation of the Plant and the Facility turbines does not exceed 10 dBA above nighttime ambient levels (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment) and comply with all applicable laws of the Commonwealth of Massachusetts and applicable by-laws of the Town, including, but not limited to, Section 7.3 (Environmental Standards) of the Zoning By-law.

D. Exelon will work with the Town to establish a visual mitigation plan to address the reasonable visual concerns of neighbors, including mitigating the visual effects of the sound buffering wall and will enhance all visual screening in existence at the Plant in accordance with All Applicable Laws.

E. Exelon will ensure that all lighting, landscaping, building and site design(s), and signage will be configured in accordance with All Applicable Laws.

F. Exelon shall cooperate with the Town and provide assistance when requested in the Town's efforts to review the noise testing and other environmental reports for the Project and Facility submitted by Exelon to a Governmental Authority.

13. Traffic Impacts.

A. Exelon agrees to develop a traffic management plan with Medway Town officials ("Traffic Management Plan") as set forth herein. All construction and operations-related heavy truck traffic shall only access the Facility via Hartford Avenue in Bellingham to Summer Street in Medway, unless otherwise identified in the Traffic Management Plan which shall be subject to the approval of the Town's Chief of Police. Oil truck deliveries will not be scheduled during morning or evening rush hours. Exelon hereby agrees to utilize Medway police details as may be required or directed by the Town during construction and operation of the Facility to ensure the safety of the surrounding area at Summer Street. During construction, any deviations from this Traffic Management Plan must be submitted for approval to the Medway Chief of Police for his approval, not to be unreasonably withheld. Exelon's use of such details in connection with

construction or operation of the Facility or upon local public ways shall be subject to the rules and requirements of the Medway Chief of Police.

B. All design, construction management and operations plans related to the Facility shall comply with all applicable building, plumbing, electrical, gas, and fire safety codes of the Town and All Applicable Laws. The Medway Fire Chief shall be consulted in the development of all plans as they relate to fire safety and emergency medical requirements and his suggestions shall be incorporated into the design and operations plans for the Facility as appropriate. The Town shall include reference to the Facility and its operations as necessary in its emergency management procedures.

C. Exelon shall, following construction of the Project (but in no event later than six (6) months following completion of the construction), repair any damage to Summer Street and West Street in Medway and Main Street from the Bellingham town line to Summer Street in Medway caused by construction of the Project. Such repair shall be completed in accordance with commonly accepted standards of road construction and condition.

D. Exelon hereby agrees to coordinate with the Medway and Bellingham Chiefs of Police, the Medway Director of Public Services and the Bellingham Director of Public Works in advance of any transportation of oversized and/or overweight loads in connection with construction or operation of the Facility. If any such official, in his/her sole discretion, determines that a weight study is required prior to such transportation, Exelon shall conduct the requested study at its sole cost and expense.

14. Health and Safety.

A. Exelon hereby acknowledges that the use of fuel oil at the Facility as a power generation source/fuel is discouraged by the Town. The Town hereby acknowledges that conditions may exist where natural gas supplies are interrupted and/or not feasible and Exelon may choose to use fuel oil for limited periods of operations. Exelon will use commercially reasonable efforts to minimize the use of fuel oil and any such use of fuel oil shall comply with the requirements included in the EFSB approval for the Facility. In any such instance (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment), Exelon shall pay to the Town a sum of five dollars (\$5.00) per megawatt hour ("MWh") of electricity actually generated from oil burning during such operations. Any funds received by the Town pursuant to this Section may be used by the Town for open space, recreation, conservation, and general municipal purposes. Exelon shall provide to the Town copies of the quarterly and annual reports regarding the burning of fuel oil that Exelon is required to file with DEP, within ten (10) business days of such filings.

B. For such time as Exelon is the owner of the proposed Project and/or the Facility, Exelon shall provide and maintain an Exelon employee or employees as a point of contact for the Town ("Exelon Representative(s)"). The Exelon Representative(s) shall be knowledgeable of the Project and Facility and be in a position of authority to assist the Town with construction,

operation, emergency response and decommissioning questions. Upon the Effective Date, Exelon shall provide the Town the contact information (name, address, telephone and email address) of the Exelon Representative(s) and promptly update the Town in the event of a change in the Exelon Representative(s). Upon reasonable request, the Exelon Representative(s) shall provide Medway safety inspectors with access to the Facility to ensure the operations at the Facility adhere to All Applicable Laws and the terms and conditions of this Agreement. The Exelon Representative(s) shall also provide access, after a reasonable notification period of at least twenty-four (24) hours, to Medway officials for emergency response training and Exelon representatives shall also participate in such emergency response training at a mutually acceptable time.

C. Exelon shall maintain its environmental management systems at the Facility with the aim of maintaining environmental compliance, fostering appropriate environmental practices, and demonstrating good environmental performance. In such regard, Exelon shall consider in good faith and to the extent reasonable, implement modified environmental management systems which are consistent with the provisions of the International Organization for Standardization Standard ISO 14001, Environmental Management Systems and American Society for Testing and Materials Publication 14004_96, ANSI/ISO Environmental Management Systems. Annually in the month of the October, Exelon representatives shall meet with the Town Health Agent and safety officials reporting on environmental and safety performance in the prior twelve (12) month period.

15. Use of Local Labor.

Exelon agrees to use commercially reasonable efforts to hire local labor in connection with the construction of the Facility.

16. Local Purchasing.

Exelon agrees to use commercially reasonable efforts to purchase goods and services necessary for the construction of the Facility from local vendors.

17. Community Updates.

A. Exelon agrees to provide promptly to the Town copies of material filings and other information submitted or received in connection with such proceedings before any Governmental Authority related to the Project (other than filings in the Proceeding).

B. Once construction commences, Exelon shall establish a community outreach plan with Medway officials that will provide for timely public dissemination of information regarding construction schedule, work hours, etc. ("Community Outreach Plan"). Exelon will keep Medway reasonably apprised of progress in constructing the Project and shall identify and describe, as promptly as practicable, any significant construction issue which might be reasonably expected to affect the interests of Medway, including, without limitation, matters that may reasonably be expected to affect the interests of the Town and provide advance notice of any need to conduct construction activities after the standard construction day shift set forth in

Section 12(A) of this Agreement. Exelon shall provide construction program management (“Construction Program Management”) schedules to the Town on a monthly basis.

C. Exelon shall periodically (but at least once every six (6) months or upon reasonable request of the Medway Board of Selectmen) during pre-construction and construction activities provide public reports to Medway at meetings of the Board of Selectmen, describing its progress in obtaining necessary permits and the status of construction of the Project, and, matters that may reasonably be expected to affect the Town’s interests, describing major issues which may have arisen and responding to questions from Town officials and/or the public.

18. Insurance and Indemnification.

A. Exelon shall at all times maintain insurance coverage as required and appropriate for the Plant and the Facility, including insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction and operation of the Facility. Exelon shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type. Exelon may satisfy all or a portion of these insurance requirements through self-insurance.

B. Exelon shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives (“Town Indemnified Parties”) from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys’ fees), causes of action or suits or judgments by third parties, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with (i) any material breach by Exelon of its obligations, covenants, representations or warranties contained in this Agreement, (ii) Exelon’s act or omission that constitutes a violation of All Applicable Laws, or (iii) any other claims arising out of the construction or operation of the Facility in which both Exelon and the Town are named as defendants provided that a) the Town has not materially breached any obligation, covenant, representation or warranty contained in this Agreement or taken any act or omission that constitutes a violation of All Applicable Laws and b) the defenses available to Exelon against such claims are similar to those available to the Town.

C. If a Town Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Exelon of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Exelon shall be required to reimburse the Town for any documented reasonable costs associated with a claim for indemnification by a Town Indemnified Party within sixty (60) days of the Town’s submission of its documented costs to Exelon. Upon written acknowledgment by Exelon that it will assume the defense and indemnification of a claim from a Town Indemnified Party, Exelon may assert any defenses which are or would otherwise be available to the Town Indemnified Party. Exelon shall have full control of such defense and proceedings, including the selection of counsel and any settlement of the proceedings.

D. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

19. Representations and Warranties.

A. Town Representations and Warranties. As of the Effective Date, the Town represents and warrants to Exelon:

1. The Town is a municipality in the Commonwealth of Massachusetts with full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Town has full authority to do so and to fully bind the Town; and

3. The Town knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under the Agreement.

B. Exelon Representations and Warranties. As of the Effective Date, Exelon represents and warrants to the Town:

1. Exelon has full legal capacity to enter into this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Exelon has full authority to do so and to fully bind Exelon; and

3. Other than the Proceeding, Exelon knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Exelon or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Exelon's ability to carry out its obligations under the Agreement.

20. Events of Default; Remedies; Limitation of Liability.

A. Events of Default by Exelon. The following shall each constitute an event of default by Exelon ("Exelon Event of Default"):

1. Exelon breaches any non-monetary material obligation under the

Agreement, and fails to cure such breach within thirty (30) days after notification by the Town of the breach and such failure is not proximately caused by a Town Event of Default as set forth in Section 20(B), below;

2. Exelon fails to make any payment due under this Agreement within thirty (30) days of such due date;

3. If any material representation or warranty made by Exelon in this Agreement proves to have been misleading or false in any material respect when made and Exelon does not cure the underlying facts so as to make such representation or warranty correct and not misleading within fifteen (15) days of written notice from the Town;

4. Exelon (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (iii) makes an assignment for the benefit of creditors; (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Exelon's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Exelon's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or

5. Exelon consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of Exelon under this Agreement.

B. Events of Default by Town. It shall constitute an event of default by the Town ("Town Event of Default") if the Town breaches any non-monetary material obligation under the Agreement, and fails to cure such breach within thirty (30) days after notification by Exelon of the breach.

C. Remedies; Limitations.

1. In the event of an Exelon Event of Default pursuant to Section 20(A)(2) of this Agreement, the Town, subject to any limitations under All Applicable Laws, shall add to any amount due and owing a fourteen percent (14%) interest charge per year, prorated for the length of such Exelon Event of Default.

2. In the event of an Exelon Event of Default pursuant to Section 20(A)(1), including, but not limited to, Exelon's failure to comply with All Applicable Laws, Exelon shall pay to the Town a daily fine of five thousand dollars (\$5,000) for each day in which such Exelon Event of Default remains uncured.

3. The Parties confirm that the express remedies and measure of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the Parties reserve and shall have all rights and remedies available to them at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

21. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

22. Assignment.

Exelon agrees that this Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Facility. Exelon further agrees that it will not sell, lease or otherwise dispose of the Facility (each a "Transfer") to any person or entity ("a Transferee") unless (i) Exelon reasonably believes such person or entity has the resources and ability to operate the Facility in accordance with All Applicable Laws and in accordance with this Agreement and (ii) at the time of such Transfer, Exelon obtains a written agreement of the Transferee to be bound by this Agreement. Any assignment by Exelon in connection with any financing, or to any entity controlling, controlled by, or under common control with Exelon shall not be considered a Transfer. As soon as practicable after such Transfer, Exelon shall give notice thereof to the Town and identify the Transferee, along with a statement that after due diligence, Exelon reasonably believes that the conditions of this Section 22 are fulfilled with respect to such Transferee.

23. Termination.

This Agreement shall not be subject to termination, except for the following events of termination:

- (a) By mutual agreement of the Town and Exelon;
- (b) By Exelon in the event that it abandons the Project prior to the commencement of

construction or there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Exelon from constructing or operating the Project; or

(c) By the Town in the event of 1) an incurable Exelon Event of Default pursuant to Section 20(A)(3), (4) or (5) or 2) an Exelon Event of Default pursuant to any other provision of this Agreement which is not cured within eighteen (18) months of the date of the Event of Default and which failure to earlier cure is due to an event of *Force Majeure* as set forth below.

For the purposes of this Agreement, "*Force Majeure*" means any cause not within the reasonable control of Exelon which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Exelon from performing due to any governmental act, failure to act, or order, where it was reasonably within Exelon's power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean:

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.
- (b) Unavailability of equipment, repairs or parts for the Project, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Exelon directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this Agreement.
- (d) Economic hardship of Exelon.

24. Notices.

All notices, demands, requests, consents or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Medway:

Michael E. Boynton
Town Administrator
Medway Town Hall
155 Village Street
Medway, MA 02053
(508) 533-3264 (phone)

with a copy to:

Barbara J. Saint Andre, Esq.
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
(508) 665-4310 (phone)
BSaintandre@petrinilaw.com

If to Exelon:

Jack Hughes
Exelon West Medway II, LLC
9 Summer Street
Medway, MA 02053
508-533-3919 (phone)
jack.hughes@exeloncorp.com

with a copy to:

Todd D. Cutler, Esq.
Associate General Counsel
Exelon West Medway II, LLC
300 Exelon Way, Suite 340
Kennett Square, PA 19348
(610) 765-5602 (phone)
todd.cutler@exeloncorp.com

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

25. Entire and Complete Agreement; Binding Effect.

This Agreement, along with the Exhibit(s) attached (or to be attached) hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof,

exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

26. Survival.

Termination of this Agreement for any reason shall not relieve Exelon of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Sections 6(A)(2); 6(B); 6(D); 6(E); 6(F); and 18(D).

27. Other Documents.

Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other party in order to give full effect to this Agreement.

28. Governing Law.

This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

29. Dispute Resolution.

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Town and Exelon. The Town and Exelon agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from Exelon and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the

appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

30. Confidentiality.

The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the pipeline or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under All Applicable Laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

31. Amendments.

This Agreement may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto.

32. Severability.

If any section, phrase or portion of the Agreement is, for any reason, held or adjudged to

be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

33. Headings and Captions.

The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing the Agreement.

34. Counterparts; Scanned Copies.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. Waiver.

No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

36. Joint Workproduct.

This Agreement shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

37. Successors and Assigns.

This Agreement shall be binding upon Exelon, Medway and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, Medway and each of their affiliates, parents, successors and permitted assigns.

38. No Joint Venture.

Nothing herein contained shall be deemed to constitute either Party a partner, agent or

legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

39. Further Assurances.

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

40. No Limitation of Regulatory Authority.

The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Medway to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Medway or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with All Applicable Laws.

[Signature Page to Follow]

IN WITNESS WHEREOF, Medway has caused this Agreement to be executed and has caused its seal to be attached to this Agreement on the ____ day of October, 2015.

ATTEST:

TOWN OF MEDWAY

By: _____

By: _____
[Name, Title]

By: _____
[Name, Title]

By: _____
[Name, Title]

By: _____
[Name, Title]

By: _____
[Name, Title]

IN WITNESS WHEREOF, Exelon has caused this Agreement to be executed in its name by its duly authorized officer on the ____ day of October, 2015.

ATTEST:

EXELON WEST MEDWAY II, LLC

By: _____

By: _____
James J. Carty, Vice President

EXHIBIT A

PROJECT LOCATION

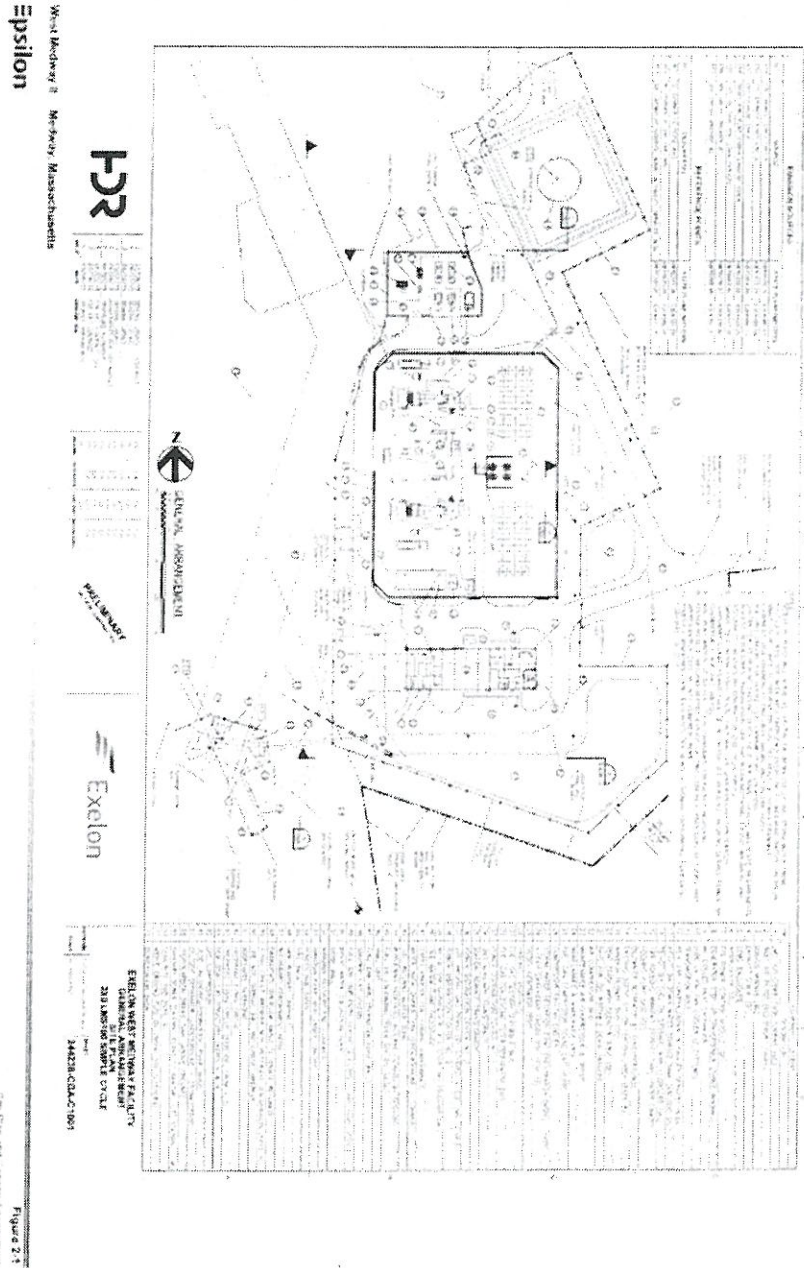


Figure 2.1
Site Plan and General Arrangement

**LIST OF SCHEDULES / REPORTS TO BE PROVIDED TO THE TOWN
PURSUANT TO THE AGREEMENT***

Schedule 6(E)	Decommissioning Plan
Schedule 9	Pre-construction, construction and completion schedule
Schedule 10	Excess Emission Reports; Reports of Deviations
Schedule 11(C)	Copies of all submissions required pursuant to G.L. c. 21G and 310 C.M.R. §36.00
Schedule 12(A)	Construction Management Plan
Schedule 12(D)	Visual Mitigation Plan
Schedule 13(A)	Traffic Management Plan
Schedule 13(B)	Fire Safety and Emergency Medical Requirements as they relate to Design and Operation plans
Schedule 14(A)	Quarterly and annual report (re: burning of fuel oil)
Schedule 17(A)	Material filings in connection with proceedings before any Governmental Authority
Schedule 17(B)(1)	Community Outreach Plan
Schedule 17(B)(2)	Construction Program Management Schedules
Schedule 17(C)	Public Progress Reports

*Schedules are numbered according to the Sections (and/or Subsections) of the Agreement in which they first appear.

PAYMENT IN LIEU OF TAXES AGREEMENT

This Payment in Lieu of Taxes Agreement (“PILOT”) is made as of the ___ day of [month], 2016, by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (the “Town”), and Exelon West Medway II, LLC, a Delaware limited liability company (“Exelon”) having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348, each individually a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, an affiliate of Exelon owns 94± acres of real property located in the Town as depicted on Exhibit A attached hereto and incorporated herein by reference (the “Site”);

WHEREAS, an affiliate of Exelon owns existing real and personal property comprised of six pairs of Rolls Royce Avon combustion turbines and associated appurtenances with a total capacity of 173± megawatts (“MW”) of energy (the “Existing Facility”) on the Site;

WHEREAS, Exelon is developing two new dual fueled generating units capable of producing 200± MW of energy (the “New Facility”) on the Site;

WHEREAS, Exelon will be subject to certain local taxes in connection with its ownership of the real and personal property related to the New Facility;

WHEREAS, Exelon and the Town agree that having an accurate projection of their respective property tax expenses and revenues with respect to the New Facility is essential to the development of the New Facility, provides long-term revenue certainty for the Town and is in their mutual best interests;

WHEREAS, G.L. c. 59 §38H authorizes the Town to enter into an agreement for a negotiated payment in lieu of taxes imposed on real and personal property;

WHEREAS, Exelon and the Town acknowledge that a comprehensive agreement for payments in lieu of taxes under the authority of G.L. c. 59, §38H fixing and maintaining mutually acceptable payments based on reasonable and accurate fair cash values for all real and personal property associated with the New Facility for twenty (20) years commencing with commercial operations of the New Facility is appropriate and serves their respective interests; and

WHEREAS, Exelon and the Town have reached this PILOT as a result of good faith negotiations so that Exelon’s payments to the Town shall be the equivalent of the property tax obligations which would otherwise be owed to the Town by Exelon during the term of this PILOT based on full and fair cash valuation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties do hereby covenant and agree as follows:

1. Property to be Taxed. The real and personal property that comprises the New Facility to be owned by Exelon which shall be taxed subject to the terms of this PILOT is described in Exhibit A attached hereto and incorporated herein by reference as the New Facility. The New Facility also shall include any material additions, improvements, repairs, replacements, modifications or other changes to the New Facility certified pursuant to Section 5 which occur after the execution of this PILOT. This PILOT covers all real and personal property taxes otherwise due for the New Facility but does not affect any payments, other than real and personal property taxes, owed by Exelon to the Town, including, but not limited to, payments due under the Host Community Agreement between the Town and Exelon dated as of October __, 2015 (the "HCA"), vehicle excise taxes, and amounts for customary services provided by the Town to Exelon and the New Facility such as water and sewer services.

The Existing Facility and the remainder of the Site will continue to be assessed and taxed pursuant to G.L. c. 59 and is not subject to this PILOT. Moreover, nothing contained in this PILOT, including, without limitation, any exhibits thereto, shall relieve Exelon, its agents or assigns, nor any other entity leasing or otherwise occupying existing Exelon properties in the Town from any payment obligations for any real or personal property related to the Existing Facility or on any property otherwise owned by Exelon, including, without limitation, all equipment and utilities appurtenant thereto and thereon. Items currently being assessed by the Town and/or the Commonwealth of Massachusetts and subject to real and/or personal property tax obligations shall continue to be subject to the same assessment and payment mechanisms in effect as of October 14, 2015 (as the same may be amended).

2. Term. This PILOT shall govern the taxation of the New Facility for twenty (20) years commencing in the year the New Facility commences commercial operations. During the construction period and prior to Commercial Operation Date, no payments will be required with respect to the work in progress. "Commercial Operation Date" or "COD" shall mean the date of initial commercial operation of the New Facility. Regular property tax payments will continue to be due on the Existing Facility.

For the purposes of this PILOT, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2016 means July 1, 2015 - June 30, 2016.

The initial payment hereunder shall be due in full within thirty (30) days of the sooner of the issuance of a Certificate of Occupancy for the New Facility by the Town's Building Commissioner or December 31, 2017. Thereafter, payments shall be made on a quarterly basis.

This PILOT may sooner terminate pursuant to Sections 7 and 13. Upon termination, the Town shall assess the New Facility in the normal course pursuant to G.L. c. 59.

After July 1 of the eighteenth (18th) year of this PILOT, but on or before June of the following year, the Town may notify Exelon if it desires to terminate this PILOT effective on June 30, 2038. In the event the Town exercises its rights under this Section, the Parties shall negotiate in good faith in an effort to agree upon a successor agreement to take effect at the conclusion of the twenty (20) year term. In the event the Parties are unable to reach agreement

on a successor agreement, the New Facility shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59.

3. PILOT Payments. The Parties agree that the respective PILOT Payments (“PILOT Payments”) shall be the amounts listed below for each of the years included in the term of this PILOT in lieu of paying any other real or personal property taxes with respect to the New Facility.

YEAR	QUARTER	NEW PLANT PILOT VALUE	PILOT PAYMENT ANNUAL TOTAL	QUARTERLY PILOT PAYMENT AMOUNTS	CPA PAYMENT AMOUNT (3% of PILOT Payment) (Due September 1 Annually)
1	1	\$210,000,000.00	\$3,830,400.00		\$114,912.00
2		\$208,950,000.00	\$3,811,248.00		\$114,337.44
	1			\$952,812.00	
	2			\$952,812.00	
	3			\$952,812.00	
	4			\$952,812.00	
3		\$207,905,250.00	\$3,792,191.76		\$113,765.75
	1			\$948,047.94	
	2			\$948,047.94	
	3			\$948,047.94	
	4			\$948,047.94	
4		\$206,865,723.75	\$3,773,230.80		\$113,196.92
	1			\$943,307.70	
	2			\$943,307.70	
	3			\$943,307.70	
	4			\$943,307.70	
5		\$205,831,395.13	\$3,754,364.65		\$112,630.94
	1			\$938,591.16	
	2			\$938,591.16	
	3			\$938,591.16	
	4			\$938,591.16	
6		\$204,802,238.16	\$3,735,592.82		\$112,067.78
	1			\$933,898.21	
	2			\$933,898.21	
	3			\$933,898.21	
	4			\$933,898.21	
7		\$203,778,226.96	\$3,716,914.86		\$111,507.45
	1			\$929,228.71	
	2			\$929,228.71	
	3			\$929,228.71	
	4			\$929,228.71	
8		\$202,759,335.83	\$3,698,330.29		\$110,949.91
	1			\$924,582.57	
	2			\$924,582.57	
	3			\$924,582.57	
	4			\$924,582.57	
9		\$201,745,539.15	\$3,679,838.63		\$110,395.16
	1			\$919,959.66	
	2			\$919,959.66	
	3			\$919,959.66	
	4			\$919,959.66	
10		\$200,736,811.46	\$3,661,439.44		\$109,843.18
	1			\$915,359.86	
	2			\$915,359.86	
	3			\$915,359.86	
	4			\$915,359.86	
11		\$199,733,127.40	\$3,643,132.24		\$109,293.97
	1			\$910,783.06	
	2			\$910,783.06	
	3			\$910,783.06	
	4			\$910,783.06	

12		\$198,734,461.76	\$3,624,916.58		\$108,747.50
	1			\$906,229.15	
	2			\$906,229.15	
	3			\$906,229.15	
	4			\$906,229.15	
13		\$197,740,789.45	\$3,606,792.00		\$108,203.76
	1			\$901,698.00	
	2			\$901,698.00	
	3			\$901,698.00	
	4			\$901,698.00	
14		\$196,752,085.50	\$3,588,758.04		\$107,662.74
	1			\$897,189.51	
	2			\$897,189.51	
	3			\$897,189.51	
	4			\$897,189.51	
15		\$195,768,325.08	\$3,570,814.25		\$107,124.43
	1			\$892,703.56	
	2			\$892,703.56	
	3			\$892,703.56	
	4			\$892,703.56	
16		\$194,789,483.45	\$3,552,960.18		\$106,588.81
	1			\$888,240.04	
	2			\$888,240.04	
	3			\$888,240.04	
	4			\$888,240.04	
17		\$193,815,536.03	\$3,535,195.38		\$106,055.86
	1			\$883,798.84	
	2			\$883,798.84	
	3			\$883,798.84	
	4			\$883,798.84	
18		\$192,846,458.35	\$3,517,519.40		\$105,525.58
	1			\$879,379.85	
	2			\$879,379.85	
	3			\$879,379.85	
	4			\$879,379.85	
19		\$191,882,226.06	\$3,499,931.80		\$104,997.95
	1			\$874,982.95	
	2			\$874,982.95	
	3			\$874,982.95	
	4			\$874,982.95	
20		\$190,922,814.93	\$3,482,432.14		\$104,472.96
	1			\$870,608.04	
	2			\$870,608.04	
	3			\$870,608.04	
	4			\$870,608.04	
			\$73,076,003.27		\$2,192,280.10

Sum of PILOT and CPA Payments

\$75,268,283.37

Such amounts shall be paid on a quarterly basis and shall be delivered to Town of Medway Collector of Taxes, 155 Village Street, Medway, MA 02053. Such amounts shall be paid each year in accordance with the following schedule: 1st quarter due August 1st; 2nd quarter due November 1st; 3rd quarter due February 1st; 4th quarter due May 1st. Should any due date fall on a weekend or holiday, payment shall be due the first business day following such date.

4. Community Preservation Act Payments. The Parties agree that in addition to the PILOT Payments provided for herein, the Town shall be entitled to receive an additional PILOT Payment of three percent (3%) of each PILOT Payment in order to compensate the Town for Community Preservation Act payments it is entitled to receive under the Town bylaws and Massachusetts law. Such payment shall be paid annually on or before September 1st.

5. Certifications. Exelon shall send a certification to the Town within ten (10) days of the Commercial Operation Date notifying the Town of such date. Thereafter, Exelon shall submit to the Town no later than the March 1st preceding the beginning of each fiscal year covered by this PILOT an annual certification which describes any material additions, improvements, repairs, replacements, modifications, retirements or other changes that have occurred since the final completion of the New Facility or since Exelon's last annual certification, as applicable, in accordance with G.L. c. 59, §29. In each annual certification, Exelon shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided in such annual certification.

6. Adjustments. If, during the term of this PILOT, (i) the New Facility is physically unable to operate for a period of eighteen (18) consecutive months following COD due to casualty or *Force Majeure* as defined below; (ii) there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Exelon from constructing or operating the New Facility; or (iii) the New Facility is taken out of service permanently, Exelon may elect to terminate this PILOT.

In the event that the annual certification submitted in accordance with Section 5 of this PILOT indicates that there have been material capital improvements to the New Facility that materially increase its nameplate capacity above 200 MW, then, within thirty (30) days of receipt of each annual certification, the Town's Principal Assessor and Exelon shall agree upon a revised future payment schedule for the New Facility reflecting a *pro rata* increase in such payments. The revised PILOT Payment schedule shall take effect for the subsequent fiscal year. In the event that the parties are unable to agree upon a revised payment schedule within such thirty (30) day period, the Parties shall resolve the dispute in accordance with Section 22 below. In the event that the dispute resolution process set forth in Section 22 is initiated, the Town shall have a limited right to audit and inspect Exelon's records during the informal negotiation stage of the process, as and to the extent provided in G.L. c. 59. The scope of such audits shall be limited to reviewing information that is reasonably necessary to ascertain the accuracy of the information provided or omitted on Exelon's most recent annual certification. Such examinations shall be made upon not less than seven (7) days' prior notice during normal business hours at the New Facility and in such manner as to not unreasonably interfere with Exelon's normal business activities. If such records are not kept at the New Facility, Exelon shall deliver (at its sole expense) copies of such records to the office of the Town's Principal Assessor. Any information provided to the Town as part of an audit shall be treated as

confidential. In the event the Town requests documents or information that Exelon determines is proprietary, upon request by Exelon, the Parties will enter into a commercially reasonable confidentiality agreement in order to limit disclosure of such information.

In the event that the Town shall vote pursuant to G.L. c. 59, §21C *et seq.* to increase local property taxes for the purpose of a general override, a debt exclusion override or a capital exclusion override, the amounts due under this PILOT shall be adjusted upward proportionally to the same extent as the percentage to value increases born by taxpayers in the Town. This increase(s) shall continue for the duration of the term approved by the Town.

For the purpose of this PILOT, *Force Majeure* shall mean any cause not within the reasonable control of Exelon which precludes it from carrying out, in whole or in part, its obligations under this PILOT, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Exelon from performing due to any governmental act, failure to act, or order, where it was reasonably within Exelon's power to prevent such act, failure to act, or order. Notwithstanding anything in the PILOT to the contrary, *Force Majeure* shall not mean:

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the New Facility.
- (b) Unavailability of equipment, repairs or parts for the New Facility, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Exelon directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this PILOT.
- (d) Economic hardship of Exelon.

7. Failure to Make Timely Payments; Right to Cure. In accordance with G.L. c. 59, §57, the Town may assess penalties for late payments of PILOT Payments due under the provisions of this PILOT. The Town expressly reserves all rights available to it respecting the collection of such PILOT Payments. In the event a payment is not timely received by the Town, the Town shall issue a notice of default to Exelon and Exelon shall have thirty (30) days (the "Cure Period"; the Cure Period is not intended to modify the timing or amount of any penalties or interest that accrue under G.L. c. 59, §57, which shall be in addition to the penalty set forth below) from receipt of such notice within which to cure such default. If Exelon fails to timely cure the default, then within thirty (30) days after the end of the Cure Period, and at its sole option, the Town may declare this PILOT null and void, and the New Facility shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59. In addition, in the event of payment default that is uncured at the end of the Cure Period and that is not the subject of a good faith dispute, Exelon shall pay a late fee of one thousand dollars (\$1,000) per day for each day that any payment under

this PILOT is due, provided, however, that no more than twenty-five thousand dollars (\$25,000) shall be due and owing for each instance of late payment or nonpayment. Interest shall also accrue on all late payments in accordance with G.L. c. 59, §57.

8. Mutual Benefits. The Parties acknowledge that this PILOT is the result of good faith negotiations between the Parties and extensive efforts to determine the fair cash value of the New Facility and is fair and beneficial to them because it resolves all issues regarding taxation of the New Facility, avoiding substantial litigation cost and uncertainty. The Town acknowledges that this PILOT is beneficial to it because it will result in steady, predictable, and reasonable PILOT Payments from the New Facility. Exelon acknowledges that this PILOT is beneficial to it because it provides predictability and certainty with respect to taxation of the New Facility.

9. HCA. The obligations under this PILOT are completely severable from the obligations of the Parties under the HCA. A default under this PILOT shall not be considered a default under the HCA. A default under the HCA shall not be considered a default under this PILOT.

10. No Precedent. This PILOT is entered into in good faith to resolve future disputes and to achieve predictability and economic stability for both Parties by establishing a schedule of PILOT Payments based on reasonable, accurate, and reliable fair cash values for the New Facility. Accordingly, Exelon and the Town agree that neither Party shall seek to use the PILOT Payments agreed to under this PILOT in any future proceedings regarding the value of the New Facility in the Town (except for disputes related to this PILOT) or in any other proceeding regarding the value of any other Exelon property, including the Existing Facility.

11. Advice of Counsel. The Parties have entered into this PILOT only after full and due consideration thereof and with the advice of their counsel and of their independent consultants.

12. Conditions Precedent. The obligations of the Parties under this PILOT are conditioned on (i) approval of this PILOT by the Town acting by Town Meeting; (ii) the Town promptly submitting this PILOT to the Massachusetts Department of Revenue (“DOR”) and DOR approving this PILOT in writing within thirty (30) days of receipt; and (iii) the achievement of the Commercial Operation Date. In the event that DOR objects to this PILOT, this PILOT shall become null and void and of no further effect unless otherwise agreed by the Parties in writing.

13. Change in Law.

(a) Exelon and the Town hereby stipulate and agree that no portion of this PILOT shall be enforceable, and the PILOT shall terminate if a court of competent jurisdiction or a Massachusetts State agency having applicable jurisdiction has determined or declared any material portion of this PILOT to be illegal, void, or unenforceable, such determination or declaration materially alters the economic benefits and burdens of the Parties, and such determination or declaration is not subject to further appeal by either Party.

(b) Exelon and the Town hereby stipulate and agree that no portion of this PILOT shall be enforceable, and the PILOT shall terminate if the Massachusetts General Court abolishes an *ad valorem* tax on property used for the production of electricity.

(c) In the event that the Massachusetts General Court enacts another means of taxation or assessment in addition to *ad valorem* taxation applicable to the New Facility during the term of the PILOT, the PILOT Payments due under the PILOT shall be reduced each year by the amount of such taxes or assessments actually paid by Exelon.

14. Renegotiation Obligations. Exelon and the Town agree that in the event this PILOT terminates pursuant to the provisions of Section 13 of this PILOT, and that such event does not occur through the direct fault of either Party, that the Parties will in good faith attempt to negotiate a new agreement which will seek to accomplish and implement the objectives and purposes of this PILOT for the same term as is addressed by this PILOT.

15. Exelon's Representations and Warranties. Exelon hereby makes the following representations and warranties to the Town:

(a) Exelon West Medway II, LLC, is a Delaware limited liability company, validly existing and in good standing under the laws of the state of Delaware and each has the full power and authority to carry on its business as it is now being conducted.

(b) This PILOT constitutes the legal, valid and binding obligation of Exelon enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles. Exelon has taken all necessary action to authorize and approve the execution and delivery of this PILOT.

(c) To the best of Exelon's knowledge, none of the documents or information furnished by or on behalf of Exelon to the Town in connection with negotiation and execution of this PILOT contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(d) The person executing this PILOT on behalf of Exelon has the full power and authority to bind it to each and every provision of this PILOT.

16. Town's Representations and Warranties. The Town hereby makes the following representations and warranties to Exelon:

(a) The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.

(b) Subject to satisfaction of the conditions precedent in Section 12, this PILOT constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms. The Town will take all necessary action to authorize and approve the execution and delivery of this PILOT.

(c) The person executing this PILOT on behalf of the Town has the full power and authority to bind it to each and every provision of this PILOT.

17. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under the PILOT shall be in writing and addressed to the following:

If to the Town:

Michael E. Boynton
Town Administrator
Medway Town Hall
155 Village Street
Medway, MA 02053
(508) 533-3200 (phone)
mboynton@townofmedway.org

with a copy to:

Barbara J. Saint Andre, Esq.
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
(508) 665-4310 (phone)
BSaintandre@petrinilaw.com

If to Exelon:

Jack Hughes
Exelon West Medway II, LLC
9 Summer Street
Medway, MA 02053
jack.hughes@exeloncorp.com
508-533-3919

with a copy to:

Todd D. Cutler, Esq.
Associate General Counsel
Exelon West Medway II, LLC
300 Exelon Way, Suite 340
Kennett Square, PA 19348
todd.cutler@exeloncorp.com
610.765.5602

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the PILOT; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the PILOT; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the PILOT. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

18. Entire and Complete Agreement; Binding Effect. This PILOT, along with the Exhibit(s) attached (or to be attached) hereto constitute the entire and complete agreement of the parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This PILOT shall bind and inure to the benefit of the Parties to this PILOT and any successor or assignee acquiring an interest hereunder.

19. Survival. Termination of this PILOT for any reason shall not relieve Exelon of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations to make payments due on or before such termination as set forth in Sections 3 and 4.

20. Other Documents. Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other Party in order to give full effect to this PILOT.

21. Governing Law. This PILOT and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

22. Dispute Resolution. Unless otherwise expressly provided for in this PILOT, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this PILOT between the Town and Exelon. The Town and Exelon agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this PILOT.

Any dispute that arises under or with respect to this PILOT that cannot be resolved in the daily management and implementation of this PILOT shall in the first instance be the subject of informal negotiations between representatives of Exelon and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the

dispute arises, unless it is modified by written agreement of the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this PILOT. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

23. Confidentiality. The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the facility or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this PILOT.

Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under all applicable laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the

receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

24. Amendments. This PILOT may only be amended or modified by a written amendment to the PILOT signed by both Parties hereto.

25. Severability. If any section, phrase or portion of the PILOT is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the PILOT will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the PILOT and the benefits to the Parties are not substantially impaired.

26. Headings and Captions. The headings and captions appearing in this PILOT are intended for reference only, and are not to be considered in construing the PILOT.

27. Counterparts; Scanned Copies. This PILOT may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this PILOT bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this PILOT notwithstanding the failure or inability to produce or tender an original, executed counterpart of this PILOT and without the requirement that the unavailability of such original, executed counterpart of this PILOT first be proven.

28. Waiver. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the PILOT shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the PILOT shall only be effective if made in writing and signed by the Party who is making such waiver.

29. Joint Workproduct. This PILOT shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

30. Successors and Assigns. This PILOT shall be binding upon Exelon, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, the Town and each of their affiliates, parents, successors and permitted assigns.

31. No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are

individual and not collective in nature.

32. Further Assurances. From time to time and at any time at and after the execution of the PILOT, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the PILOT that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the PILOT.

33. Good Faith. All rights, duties and obligations established by this PILOT shall be exercised in good faith and in a commercially reasonable manner.

34. No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this PILOT shall be deemed to be an agreement by the Town to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of the Town or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable laws.

Executed under seal as of the date first above-written.

TOWN OF MEDWAY

By: _____
Name: _____
Title: _____

EXELON WEST MEDWAY II, LLC

By: _____
Name: _____
Title: _____

AS TO FORM:

_____, Town Counsel

EXHIBIT A
Description of New Facility

As used herein, the term “New Facility” shall include all of the following real and personal property:

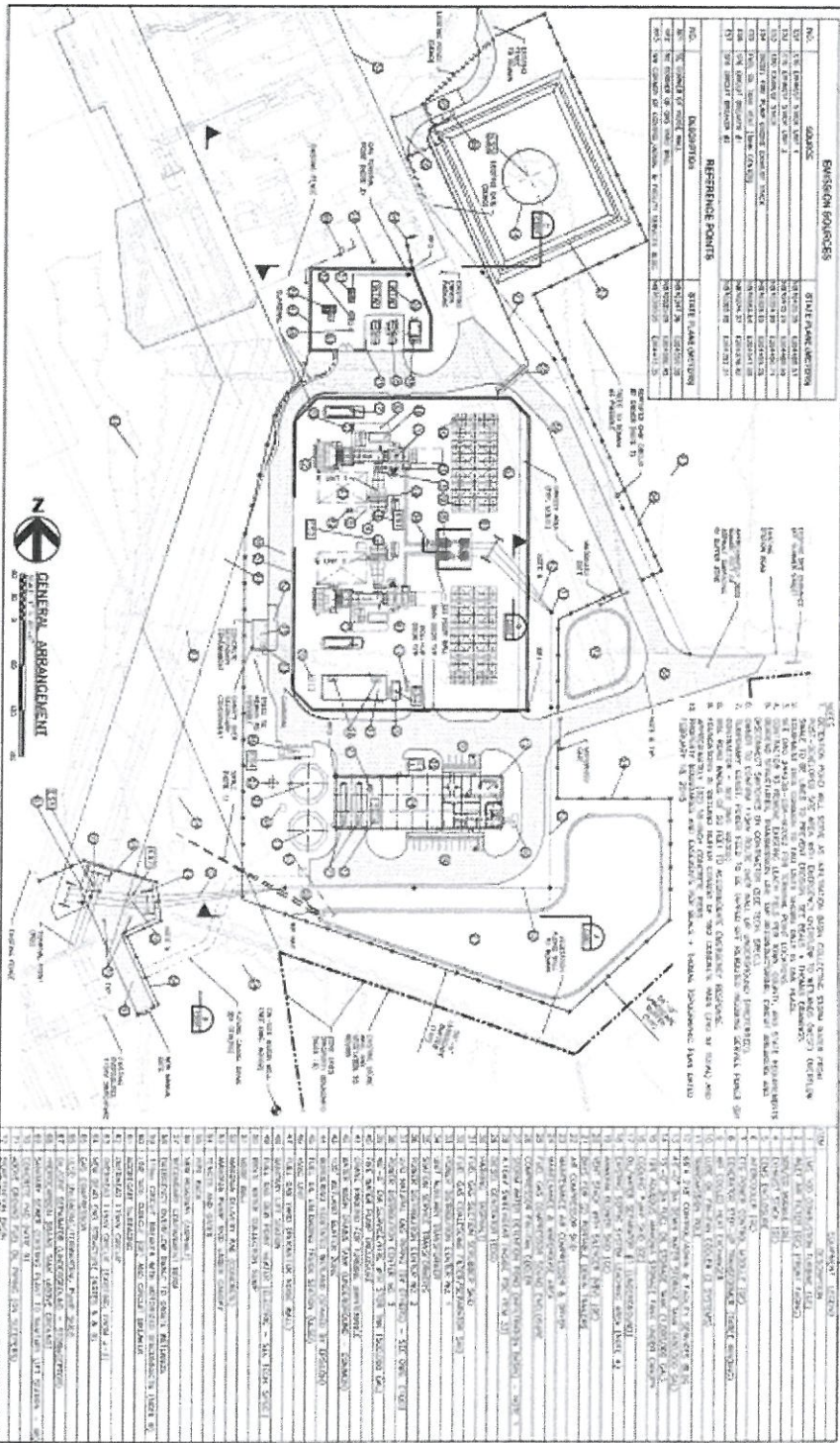
The New Facility will be located on approximately thirteen (13) acres (“Facility Site”) within the Site consisting of Medway Assessors’ Map Parcel numbers 56-005, 66-010, 66-012 and 66-013. The Facility will include two (2) GE LMS100, simple-cycle peaking electric combustion turbines (100 megawatts each) with a combined net nominal electrical output of 200 megawatts (“MW”).

The New Facility will include the following major components and structures:

- Two (2) simple-cycle GE LMS100 combustion turbine generators (“CTGs”);
- Pollution control equipment including Selective Catalytic Reduction (“SCR”) and carbon monoxide (CO) oxidation catalysts in modules downstream of each CTG;
- Two (2) 160-foot tall stacks;
- Noise walls including a 55-foot high noise wall surrounding the entire power island including air cooled heat exchangers and a localized 20-foot property-line noise barrier;
- Natural gas compressors;
- Aboveground storage tanks for ULSD, service/fire water, demineralized water and aqueous ammonia, including unloading areas;
- Transformers and electrical interconnection facilities;
- Combined building for control room, administrative and facility services, maintenance and warehouse area, water treatment area, and associated systems;
- 450 kilowatt (“kW”) emergency diesel generator;
- 147 kW emergency diesel fire pump engine;
- Gas pipeline interconnection; and
- Stormwater management system.

Please see the attached General Arrangement Plan depicting components of the New Facility.

Natural Gas for the proposed New Facility will be delivered via an interconnection to the existing Algonquin Gas Transmission Company (“AGT”) pipeline located to the northwest of the Facility Site. The new pipeline will be permitted and constructed by Exelon. Additionally, the New Facility will connect to the existing Eversource 115 kV switchyard located on the Site.



EMERGENCY SERVICES	
NO.	DESCRIPTION
1	STATE FIRE DEPARTMENT
2	STATE POLICE
3	STATE TROOP
4	STATE MARSHAL
5	STATE CORRECTION
6	STATE HEALTH DEPARTMENT
7	STATE DEPARTMENT OF SOCIAL SERVICES
8	STATE DEPARTMENT OF EDUCATION
9	STATE DEPARTMENT OF LABOR
10	STATE DEPARTMENT OF TRANSPORTATION
11	STATE DEPARTMENT OF ENVIRONMENTAL AFFAIRS
12	STATE DEPARTMENT OF CONSUMER AFFAIRS & TRADE PRACTICES
13	STATE DEPARTMENT OF REVENUE
14	STATE DEPARTMENT OF REGULATION
15	STATE DEPARTMENT OF PROFESSIONAL REGULATION
16	STATE DEPARTMENT OF CHILDREN, YOUTH & FAMILIES
17	STATE DEPARTMENT OF SENIORS & DISABILITY SERVICES
18	STATE DEPARTMENT OF MENTAL HEALTH & SUBSTANCE ABUSE SERVICES
19	STATE DEPARTMENT OF CORRECTIONS
20	STATE DEPARTMENT OF JUSTICE
21	STATE DEPARTMENT OF LABOR RELATIONS
22	STATE DEPARTMENT OF TERRORISM PREVENTION
23	STATE DEPARTMENT OF ENERGY & ENVIRONMENTAL AFFAIRS
24	STATE DEPARTMENT OF HEALTH & HUMAN SERVICES
25	STATE DEPARTMENT OF EDUCATION
26	STATE DEPARTMENT OF LABOR
27	STATE DEPARTMENT OF TRANSPORTATION
28	STATE DEPARTMENT OF ENVIRONMENTAL AFFAIRS
29	STATE DEPARTMENT OF CONSUMER AFFAIRS & TRADE PRACTICES
30	STATE DEPARTMENT OF REVENUE
31	STATE DEPARTMENT OF REGULATION
32	STATE DEPARTMENT OF PROFESSIONAL REGULATION
33	STATE DEPARTMENT OF CHILDREN, YOUTH & FAMILIES
34	STATE DEPARTMENT OF MENTAL HEALTH & SUBSTANCE ABUSE SERVICES
35	STATE DEPARTMENT OF CORRECTIONS
36	STATE DEPARTMENT OF JUSTICE
37	STATE DEPARTMENT OF LABOR RELATIONS
38	STATE DEPARTMENT OF TERRORISM PREVENTION
39	STATE DEPARTMENT OF ENERGY & ENVIRONMENTAL AFFAIRS
40	STATE DEPARTMENT OF HEALTH & HUMAN SERVICES
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42	STATE DEPARTMENT OF LABOR
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58	STATE DEPARTMENT OF LABOR
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97	STATE DEPARTMENT OF CHILDREN, YOUTH & FAMILIES
98	STATE DEPARTMENT OF MENTAL HEALTH & SUBSTANCE ABUSE SERVICES
99	STATE DEPARTMENT OF CORRECTIONS
100	STATE DEPARTMENT OF JUSTICE

H2R

West Medway II Medway, Massachusetts

Epsilon

WELLS
WELLS FARGO BANK

Exelon

**EXELON WEST MEDWAY FACILITY
GENERAL ARRANGEMENT
SITE PLAN
200 LBS/100 SAMPLE CYCLE**

24423-GA-C-1001

Figure 2-1
Site Plan and General Arrangement

AGENDA

ITEM #4

Vote – Fall Town Meeting Warrant Article Recommendations

Associated back up materials attached.

- Fall Town Meeting Warrant

Proposed motion: I move that the Board accept the individual Fall Town Meeting Warrant article recommendations as discussed.

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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, 2016, with unexpended funds as of June 30, 2016 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:

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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

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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 of “Storywalk” sign stations 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 Bylaws 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 Bylaws 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

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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 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 for Pine Meadow Road and Lantern Lane, Pine Meadow II Subdivision*, dated August 26, 2015 prepared by O'Driscoll Land Surveying Company of Medway, 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 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

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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:

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:

DRAFT

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 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:

DRAFT

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 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 21: (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.

DRAFT

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 ~~strikethrough~~ 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.~~

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 ~~strikethrough~~ 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					

DRAFT

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					

DRAFT

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					

DRAFT

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 ~~strikethrough~~ 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.

DRAFT

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 22: (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

DRAFT

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 23: (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 24: (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 ~~strikethrough~~ 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.~~

DRAFT

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

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 25: (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:

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 #5

Approval – One-Day Liquor License Application

- a. Chase Barrett – Thayer Homestead – October 31, 2015

Associated back up materials attached.

- Application

Note: Application just received 10/15/15. No response as yet from applicant to notice of insurance certificate requirements. License will be held until all documentation is received in proper order.

Proposed motion: I move that the Board approve one-day wine & malt license for Chase Barrett subject to fulfillment of the Police Chief's recommendations, when received, and receipt of required insurance documentation.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol ~~_____~~ Wine and Malt (Beer + wine)

Event 30th Birthday Party

Name of Organization/Applicant Chase Barrett

Address 4 Briar Lane, Medway, MA 02053

FID# _____

Phone (508) 446-7570 Fax () _____ Email chaseb.mobile@gmail.com

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead, Medway, MA

Event Date 10/31/2015

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5pm - 11pm

Is event open to the general public? Y _____ N

Estimated attendance 25-35

Will there be an age restriction? Y N _____

Minimum age allowed:

How, where and by whom will ID's be checked? No one being invited

Will be under 21 yrs. old.

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

Price structure: N/A

Alcohol server(s)
Attach Proof of Alcohol Server Training
N/A

Provisions for Security, Detail Officer _____

Does the applicant have knowledge of State liquor laws? Y X N _____

Experience Basic knowledge of age restrictions

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

Date of Application 09/10/15

Applicant's Signature [Signature]

Applicant's Name Chase Barrett

Address 4 Briar Lane, Medway, MA 02053

Phone (508) 446-7570 Fax () _____ Email chaseb.mobile@gmail.com

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 _____

AGENDA

ITEM #6

Action Items from Previous Meeting

Associated backup material attached.

- Action item list

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	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
13	10/13/2015	Jurisdiction of Land Acceptances - BOS v ConCom	BOS/ PEBD	January 2015

AGENDA ITEM #7

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #8

Approval of Minutes

Associated backup material attached.

- Draft Minutes – June 15, 2015
- Draft Minutes – July 14, 2015 [Joint meeting with PEDB]
- Draft Minutes – July 14, 2015
- Draft Minutes – July 20, 2015
- Draft Minutes – August 12, 2015
- Draft Minutes – August 17, 2015

Proposed motion: I move that the Board approve the draft minutes of the June 15, 2015; July 14, 2015 [joint meeting with PEDB]; July 14, 2015; July 20, 2015; August 12, 2015; and August 17, 2015 Board of Selectmen meetings.

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**Board of Selectmen
June 15, 2015 – 7:00 PM
Sanford Hall, Town Hall
155 Village Street**

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk (7:53 PM); Dennis Crowley, Member; Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder, Director, Department of Public Services; David D’Amico, Deputy Director, Department of Public Services; Stephanie Mercandetti, Director, Community Development.

Others Present: Barbara Saint André, Town Counsel.

At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

Public Comments:

Charlie Myers, Curtis Lane, expressed concern about the proposed Exelon expansion. He stated that he has reviewed all sections of the application and has presented a summary of those sections. He said the Town should restrict the operation of the oil side based on the risks. Everything in this summary came out of the application. The emissions from the operation are higher than the actual item. He recommended that the hours of operation in the high-risk area be limited.

Approval – Interfund Borrowings:

The Board reviewed the following information: Massachusetts Department of Revenue/Division of Local Services document “Advance of Funds in Lieu of Borrowing” Report for each of the following: (a) McGovern School Window Replacement Project, \$978,809; (b) Water Mains Project, \$264,898; (c) Police Cruiser Computer Replacement, \$55,000; (d) Sidewalk Tractor Purchase, \$157,000; (e) Renovation Middle School Space for DPS, \$150,000; and (f) Design/Project Management for new DPS Facility, \$300,000.

Present: Melanie Phillips, Finance Director.

Mr. Boynton noted that this is simply a process of transferring money from one spot to another. Every transfer was voted at Town Meeting and has to be in place for the new fiscal year, which begins on July 1.

Selectman Trindade moved that the Board of Selectmen authorize the Treasurer to advance funds in lieu of borrowing as follows:

1. **\$978,809 for funding the McGovern School Window Replacement project authorized by Town Meeting as Article 1 at the Special Town Meeting held on March 9, 2015;**
2. **\$264,898 for Water Mains project authorized by Town meeting as Article 11 of the Annual Town Meeting held on May 13, 2013;**
3. **\$55,000 for funding the replacement of Police Cruiser computers authorized by Town Meeting as Article 9 at the Annual Town Meeting held May 11, 2015;**
4. **\$157,000 for funding the purchase of a Sidewalk tractor authorized by Town Meeting as Article at the Annual Town Meeting held May 11, 2015;**
5. **\$150,000 for funding the renovation of Middle School space for DPS authorized by Town Meeting as Article 9 at the Annual Town Meeting held May 11, 2015; and**

1 **6. \$300,000 for funding Design and Project Management for the new DPS Facility authorized**
2 **by Town Meeting as Article 16 at the Annual Town Meeting held May 11, 2015.**
3

4 **Selectman White seconded the motion. No discussion. It was clarified that, when the actual bid**
5 **goes out, it will be for only the Town's portion, not the full amount on #1. VOTE: 4-0-0.**
6

7 **Appointments -- Richard DiIulio, Planning & Economic Development Board, Associate Member;**
8 **and Stephanie Mercandetti, SouthWest Area Planning Committee:**

9 *The Board reviewed a Memorandum, dated June 10, 2015, from Susy Affleck-Childs, Planning &*
10 *Economic Development Board Coordinator.*
11

12 **Selectman Trindade moved that the Board appoint Richard DiIulio as an Associate Member of the**
13 **Planning & Economic Development Board for a term of two years to expire on June 30, 2017;**
14 **Selectman White seconded. No discussion. VOTE: 4-0-0.**
15

16 **Discussion/Vote – Conservation Agent Hours:**

17 *The Board reviewed a Memorandum, dated June 11, 2015, from the Conservation Commission.*
18

19 Present: David Travalini, Chair, Conservation Commission.
20

21 Mr. Boynton described the Conservation Agent's duties are continual review of open files, reviewing
22 applications, enforcement, grant applications, etc. In order to effectively manage the workload, the agent
23 needs to additional hours. The Commission has a large caseload and it will only get larger.
24

25 Mr. Travalini reminded the Board that the Wetlands Protection Fund can only be used for specific things,
26 and salary happens to be one of them. Selectman Trindade suggested bringing her hours up to 40 per
27 week. Mr. Travalini responded that Ms. Graziano has a commitment to the Town of Sherborn for 10
28 hours per week. Mr. Boynton pointed out that this is a temporary source of funding. If we want to
29 increase it, we would have to find a way to budget it in the annual budget. Selectman Crowley suggested
30 that the Board put a cap at \$23,000.
31

32 **Selectman Trindade moved that the Board approve the Conservation Commission's request for an**
33 **increase in funding for the position of Conservation Agent with the understanding that the**
34 **additional cost will be covered by the Wetlands Protection Fund up to \$23,000.00, as approved by**
35 **the Conservation Commission; Selectman White seconded. No discussion. VOTE: 4-0-0.**
36

37 **Discussion – Timber Crest Estates Development Team:**

38 *There were no background materials. It was noted, however, that the MassHousing Site Eligibility*
39 *Application materials for Timber Crest Estates are available at the following website:*
40 http://www.townofmedway.org/Pages/MedwayMA_CommEconDev/index
41

42 Present: Paul Cusson, 651 Orchard Street, New Bedford, the developer and manager of Timber Crest LLC;
43 Jim Pavlick of Outback Engineering; Paul DeSimone, performing the survey work associated with the
44 wetlands.
45

46 Mr. Boynton briefly summarized events thus far. Mr. Cusson stated that some people are confused as to
47 why they have not come before the Board before now. He explained that there are processes that have to
48 happen first. In this case, they opted to go through MassHousing and the New England Fund. In doing
49 so, Timber Crest was required to submit a copy of the application to the BOS for its comments. He said
50 they are not avoiding the Board.
51

1 Timber Crest is proposing a number of units under MGL 40B process, where the ZBA issues a decision on
2 the application. There is third-party review. It is not a low-income housing project nor is it Section 8. An
3 income of \$62,800 for a family of three is eligible for this development. A family of four would have an
4 income limit of \$79,000. The affordable houses would be selling at \$200,000 with a cap on income of
5 \$69,700. All the rules and guidelines are very clear. Plans that are submitted are preliminary plans and,
6 after a decision is made, the plans are updated. Then the plans are reviewed by a consultant as peer review.
7

8 Continuing, Mr. Cusson reported that a wetland delineation has been submitted to the Conservation
9 Commission. A total of 192 units (combination of single-family dwellings and condominiums) are being
10 proposed. There are 1,600 wetlands flags on the site, and perhaps 50 were moved due to various
11 processes. They will be returned to their original locations. Of the 163 acres, 92 are wetland and 71 are
12 upland. A lot of concerns expressed in the Board's letter will be answered as the process continues, as the
13 plans are preliminary. Mr. Cusson added that he has experience with these types of projects in Medway,
14 is familiar with the community and the current development climate.
15

16 Mr. Boynton confirmed that the process utilized is permitted by law but had some questions. What might
17 the Fire Chief think about the project before the plans go too far? How about the Department of Public
18 Services? What is the infrastructure plan, and where will the utilities go? He expressed concern that the
19 Town has not had the opportunity for a dialogue. People are concerned that this project can be pushed
20 through without sufficient input. Density is a major source of concern. Is it appropriate for the
21 neighborhood? There is an entire room of people who are concerned about this project going into their
22 neighborhood. He said the Town must be vigilant on behalf of the future residents of this development.
23 The Town should not have to beg or request for time or opportunity to comment.
24

25 Mr. Cusson responded that all departments and officials will have an opportunity to participate during the
26 ZBA permitting process. The regulations require that 20 copies of the plans and application are
27 distributed to officials, along with a timeline of when comments are due to the ZBA. It is not a local
28 initiative process. Their goal is to maintain a good relationship with the Town and the residents to hear
29 constructive criticism and concerns so that they can address them.
30

31 Chairman Foresto stated that the Board and all these people [gesturing to the audience] live here and are
32 concerned about the impact on services, schools, infrastructure, and things they have been trying to fix the
33 last ten years. Selectman White added that a major concern is the scope of the project, as well as the
34 affordability.
35

36 Mr. Cusson assured everyone that 192 units cannot be built overnight, and the project will be built in
37 phases. He offered to take Board members, the ZBA or residents to tour some of their other
38 developments.
39

40 Selectman Crowley stated that he has been on the Board for ten years and this is the first time a developer
41 did not make the effort to meet with the Board first. He asked that they please respect the Town's right to
42 work with Timber Crest as the property is developed, something that is good for the community as well as
43 the future residents of those homes. Mr. Cusson responded that they have no problem meeting with
44 people to address concerns. He knows it will be a long process.
45

46 Ms. Ellen Schaefer, 13 Fairway Lane, expressed concern over past property surveys, noting that she and
47 her husband had to put in a drain from their property into the street at their expense because it was
48 becoming so wet. There are also septic systems close to where this is going to be. She reported she
49 spoke with the EPA who indicated that it is a legitimate concern. Lastly, she asked about the boundaries,
50 noting that area residents lost their homes due to boundary issues.
51

1 Mr. Cusson responded that was a title issue, adding that the engineer for that project is not part of their
2 team. The property has been surveyed by a professional surveyor, Schofield Brothers, who is licensed in
3 Massachusetts. He said they would not go on private property to survey their property. Boundary
4 markers will be placed on the rear of the property.
5

6 Regarding wetlands issues, Mr. Cusson stated that their stormwater management practice is the industry
7 standard and has been designed so that there is no impact on the neighbors. This plan will also be reviewed
8 by an independent engineer to make sure that the plans meet or exceed DEP stormwater management
9 practices. A septic system has to be retained on the property it services.
10

11 Discussion followed on stormwater management practices and Army Corp of Engineers. Selectman
12 Trindade asked if they would consider stormwater management fees as part of the condo fees, especially
13 several years out when those pieces of equipment will need maintenance. Mr. Cusson responded that they
14 will prepare an initial annual budget that has a beneficial interest schedule, and this budget would be
15 reviewed by Town Counsel. For the condos, that would be privately maintained as part of their
16 homeowners' association agreement.
17

18 Mr. Charlie Meyers, a Curtis Lane resident, expressed concern about density of the condos, and there is
19 no plan for playgrounds or open space. He spent twelve years on the School Committee and knows there
20 is only one entrance and exit on the single-family home side of the project. He asked how the school
21 buses will make the turns and turn around in cul-de-sacs in order to pick up all the children. How will
22 they handle snow removal? What about traffic coming out of the condo side? Mr. Cusson responded that
23 they are willing to discuss all school busing issues, noting that every community has a different
24 preference. The traffic study is being done right now.
25

26 Responding to a question from a resident, Mr. Cusson reiterated that this is his third development in
27 Medway, and he sees this as an opportunity to provide needed affordable housing. Medway is not
28 uniquely different from other communities. They have been to Medway many times, and are interested in
29 its concerns so that they can address them. The resident suggested that the more that goes into the
30 development, more is taken away from the surrounding residences and properties. An issue with the
31 application is the inaccuracies. The resident asked who is building these homes. The applicant is Timber
32 Crest, LLC. When asked about Novus LLC, Mr. Cusson explained that every 40B development has to
33 have its own set of books and records, with a monitoring agent. Lastly, the resident expressed concern
34 that putting in foundations for these dwellings will make the wetness in existing basements worse,
35 alleging further that there is no way to direct the water so that there is no impact. The major concern is
36 that the developer is not concerned.
37

38 Selectman Crowley stated that 95 acres were offered to the Town at one time. That did not represent the
39 entire 40B parcel, and the majority of it was in the white area in the center of this development. Mr.
40 Cusson stated that Selectman Crowley was correct. This property represents the Wickett parcel plus other
41 properties that have been added to it.
42

43 Mr. Boynton stressed the importance of working together to develop a good project with consideration for
44 both current residents and the future residents of these properties. Mr. Cusson responded that they are
45 willing to meet with the Town and perhaps create a team of officials in a workshop atmosphere.
46 Responding to a question from Selectman Trindade, Mr. Cusson stated that they have worked with
47 representative groups in Westford and Easton as well as others.
48

49 **Approval of Technical Assistance Grant Application for Comprehensive Permit Review of 40B Projects:**

1 *The Board reviewed the following information: (1) Memorandum, dated June 10, 2015, from Stephanie*
2 *Mercandetti, Director of Community & Economic Development; and (2) Document entitled "Chapter*
3 *40B Technical Review Assistance Application".*

4
5 Present: Stephanie Mercandetti, Community Development Coordinator.

6
7 Ms. Mercandetti pointed out that no one should review a 40B application until the Comprehensive Permit
8 Application is formally filed. She noted there is a very tight window in which to secure a third party
9 consultant. Brief discussion followed.

10
11 **Selectmen Trindade moved that the Board authorize the Chair to execute the Technical Assistance**
12 **Grant Application for Comprehensive Permit Review of 40B Projects as presented; Selectman**
13 **White seconded. No discussion. VOTE: 5-0-0.**

14
15 **Approval – Amendment #1 to Agreement for Shared Energy Manager, Extending Term of**
16 **Contract Through August 24, 2015:**

17 *The Board reviewed draft correspondence to Christopher J. Smith, Chair, Board of Selectmen, Millis, MA.*

18
19 Mr. Boynton stated that this amendment ties the second year of the agreement to the anniversary date for
20 the Energy Manager.

21
22 **Selectman Trindade moved that the Board authorize the Chair to execute the draft correspondence**
23 **outlining Amendment #1 to the Agreement for the Shared Energy Manager which would extend the**
24 **term for said agreement through August 24, 2015; Selectman White seconded. No discussion.**
25 **VOTE: 5-0-0.**

26
27 **Presentation – Consulting Services for Town Communications Plan, Julie Dennehy:**

28 *The Board reviewed a Proposal for Marketing/Communications consulting serviced by DPR (Dennehy*
29 *Public Relations) dated May 15, 2015.*

30
31 Present: Julie Dennehy.

32
33 Mr. Boynton stated the matter of improvement of Town communication has been on the Board's "watch
34 list" for a while, most notably "How do we get messages out more effectively and frequently?" Right
35 now, they do their best to utilize social media, but there needs to be a more concerted effort to do so.
36 Having centralized communications is essential. Newspapers have a smaller print space than they used to
37 have, and the message is often truncated by someone who is unfamiliar with the topic.

38
39 At this time, Mr. Boynton reported that Selectman Trindade introduced him to Ms. Dennehy, and
40 Selectman Crowley met with the two of them recently. Selectman Crowley wanted to know how the
41 Town can correct misinformation. Mr. Boynton pointed out that people want real time information, and
42 the Town cannot afford to have department managers stop their regular work to keep up with this.

43
44 Ms. Dennehy stated she grew up in Framingham, moved to Medway in 1995, commuted to Boston for
45 years and now works out of the house. She noted that there are all kinds of things going on, both locally
46 and globally. She specializes in communications to consumers via social media plus traditional media.
47 For Medway, she would start to develop a creative strategic plan using best practices as Phase 1, and
48 Phase 2 would be to execute that plan which would feature traditional media relations as well as social
49 media training so that everyone feels comfortable with the transition to online. Depending on how
50 research turns out, there would be links inside a blog to the website.

1 Chairman Foresto reassured residents that this is not a comment that there is a problem with the Town's
2 Information Technology department. Discussion followed.

3
4 **Selectman Trindade moved that the Board accept the proposal by Julie Denney, to authorize the**
5 **Chairman to sign the agreement on behalf of the Town, and to request a partnership with Medway**
6 **Cable for funding; Selectman White seconded. No discussion. VOTE: 5-0-0.**

7
8 **Approval – One-Day Liquor License Applications:**

9 *The Board reviewed Liquor License Applications from applicants Marybeth Chaffee and Jaia Fraga, as*
10 *well as and the Police Chief's recommendations for each event.*

11
12 **Selectman Trindade moved that the Board approve one-day All Alcohol Liquor Licenses for Jaia**
13 **Fraga (St. Joseph's Parish Center on June 27, 2015) and Marybeth Chafee (Thayer Homestead on**
14 **September 19, 2015) conditioned upon fulfillment of the Police Chief's recommendations and**
15 **receipt of required insurance confirmation for their respective events; Selectman D'Innocenzo**
16 **seconded. No discussion. VOTE: 5-0-0.**

17
18 **Approval – Dissolution of Thayer Building Committee and Transfer of Remaining Funds to Town**
19 **Administrator and Thayer Governance Committee:**

20 *There were no background materials.*

21
22 Chairman Foresto stated that this group spent four years putting this project together. Dan Hooper spent
23 every day on site making sure it was going as it was supposed to. Others involved were Mark Cerel from
24 the Community Preservation Committee and Mark Wilcox. The Board extended thanks to Chairman
25 Foresto for all his work on this project as well.

26
27 **Selectman Trindade moved that the Board of Selectmen dissolve the Thayer Building Committee**
28 **and that control of any remaining funds under this Committee be transferred to the Town**
29 **Administrator and the Thayer Governance Committee in accordance with the vote of Town**
30 **Meeting; Selectman D'Innocenzo seconded. Brief discussion followed on the approximate dollar**
31 **amount. VOTE: 5-0-0.**

32
33 **Approval – Amendment to Town Administrator's Contract:**

34 *The Board reviewed a draft amendment agreement.*

35
36 Mr. Boynton stated the proposed change is for a vehicle in lieu of the monthly payment. Brief discussion
37 followed.

38
39 **Selectman Trindade moved that the Board of Selectmen approve the language revision to the Town**
40 **Administrator's contract relative to vehicle expense as presented with an amendment that reads**
41 **"and with the approval of the Board of Selectmen"; Selectman White seconded. No discussion.**
42 **Brief discussion followed. VOTE: 5-0-0.**

43
44 **Discussion – Fiscal Year 2016 Board of Selectmen Liaison Designations:**

45 *The Board reviewed the FY15 Board of Selectman Liaison Designations.*

46
47 Board members briefly discussed liaison positions from last year and made minor adjustments for this year.

48
49 **Action Items from Previous Meeting:**

50 Selectman Trindade asked to keep the playgrounds on the list as he will spend time on the issue over the
51 summer.

1
2 General discussion followed on other Action items.

3
4 **Approval of Warrants:**

5 *The Board reviewed Warrants 15-51P and 15-51SP, dated 6/18/15.*

6
7 Selectman D’Innocenzo, Clerk, read aloud Warrants 15-51P and 15-51SP presented for approval:

8	9	15-51P	Town Payroll	\$ 305,880.44
10		15-51SP	School Payroll	\$ 826,585.76
11			TOTAL	\$1,132,466.20

12
13 **Selectman Trindade moved that the Board approve the Warrants as read; Selectman White**
14 **seconded. No discussion. VOTE: 5-0-0.**

15
16 **Approval of Minutes:**

17 *The Board reviewed draft minutes from February 4, 2015; and May 18, 2015.*

18
19 **Selectman Trindade moved that the Board approve the meeting minutes from February 4, May 18**
20 **and June 9, 2015, as drafted; Selectman White seconded. There was some question over a section in**
21 **the minutes from February 4. The purpose was that the Town was exceeding capacity with the**
22 **addition of two projects. Selectman Trindade amended his motion to delete those minutes so that they**
23 **can be reviewed, restating the motion as follows: that the Board approve the meeting minutes from**
24 **May 18, 2015, as amended, and June 9, 2015, as drafted; Selectman White seconded. VOTE: 5-0-0.**

25
26 **Town Administrator’s Report:**

27 Mr. Boynton briefly reviewed several items, including a McGovern School Replacement Windows Change
28 Order, the State House Hearing on RDA Legislation, a Medical Marijuana Cultivation Proposal, and a DPS
29 RFP.

30
31 **Selectman Trindade moved that the Board authorize the Town Administrator to execute the**
32 **contract with Sansoucy for review of the Exelon project in an amount not to exceed \$10,000;**
33 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

34
35 **Selectman Trindade moved that the Board authorize the Town Administrator to sign off on change**
36 **orders for the McGovern School Windows Replacement Project in amounts not to exceed \$25,000;**
37 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

38
39 **Selectmen’s Reports:**

40 Selectman Crowley acknowledged that Mr. Myers made some valid points tonight about the proposed
41 Exelon expansion. He asked Board members if they would consider hiring an independent technical
42 consultant to review the Exelon plans. Discussion followed. Mr. Boynton will develop a plan to bring
43 forward to the BOS on July 6.

44
45 **Approval – Reduction in Number of Members, DPS Facility Building Committee:**

46 *There were no background materials.*

47
48 **Selectman Trindade moved that the Board vote to approve a reduction in committee membership**
49 **of the DPS Facility Building Committee from seven to five members; Selectman White seconded.**
50 **Selectman Trindade explained that two members have left the committee and the remaining**
51 **members wish to continue to serve. No further discussion. VOTE: 5-0-0.**

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At 9:00 PM Selectman Trindade moved that the Board adjourn Public Session and enter Executive Session under Exemption 3 to discuss strategy with respect to litigation where an open meeting may have a detrimental effect on the litigating position of the Town (Exelon West Medway, LLC and Exelon West Medway II, LLC, Energy Facilities Sitting Board), if the chair so declares, not to return to public session; Selectman White seconded.

Chairman Foresto declared that an open discussion with respect to Exelon West Medway, LLC and Exelon West Medway II, LLC, Energy Facilities Sitting Board may have a detrimental effect on the litigating position of the Town.

Chairman Foresto confirmed that the Board will not return to Public Session upon conclusion of Executive Session.

There was no discussion. Roll Call Vote: 5-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

1 **Board of Selectmen's Meeting**
2 **Joint Meeting with Planning and Economic Development Board**
3 **July 14, 2015 – 6:45 PM**
4 **Sanford Hall, Town Hall**
5 **155 Village Street**
6
7

8 **Present: Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk; Dennis Crowley, Member.**
9

10 **Absent: John Foresto, Chair; Glenn Trindade, Member.**
11

12 Planning and Economic Development Board: Andy Rodenhiser, Chair; Bob Tucker, Vice Chair; Tom Gay,
13 Clerk; Richard Di Iulio; and Steve Bouley, Tetra Tech Consultant; Susy Affleck-Childs, Planning and
14 Economic Development Coordinator; Amy Sutherland, Secretary.
15

16 Also Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator.
17

18 *****
19

20 **Approval – Joint Appointment to Planning and Economic Development Board – Richard Di Iulio**
21 *The Board reviewed a Memorandum dated June 24, 2015 from Susy Affleck-Childs, Planning and*
22 *Economic Development Coordinator.*
23

24 At 6:45 PM Andy Rodenhiser, Chair, PECB, called the meeting of the Planning and Economic
25 Development Board to order.
26

27 At 6:46 PM Vice Chair White called the meeting of the Board of Selectmen to order and led the Pledge of
28 Allegiance.
29

30 Mr. Rodenhiser explained that this appointment of Richard Di Iulio needs to be made jointly by the
31 Board of Selectmen and the Planning and Economic Development Board.
32

33 At this time, Mr. Tucker moved that the Planning Board appoint Richard Di Iulio to the Planning and
34 Economic Development Board filling a vacancy on the Board until Annual Town Election in May 2016;
35 Mr. Gay seconded. No discussion. VOTE: 3-0-0.
36

37 **Selectman Crowley moved that the Board of Selectmen, jointly with the Planning and Economic**
38 **Development Board, appoint Richard Di Iulio as full member of the Planning and Economic**
39 **Development Board to replace the position vacated by Karyl Spiller-Walsh until the May 2016**
40 **elections; Selectman D'Innocenzo seconded. No discussion. VOTE: 3-0-0.**
41

42 At this time, Ms. White, acting as Town Clerk, conducted the swearing in ceremony.
43

44 **At 6:47 PM Selectman D'Innocenzo moved to adjourn; Selectman Crowley seconded. No discussion.**
45 **VOTE: 3-0-0.**
46

47 Respectfully submitted,
48 Jeanette Galliardt

Board of Selectmen’s Meeting
July 14, 2015 – 6:55 PM
Town Administrator’s Conference Room
155 Village Street

Present: Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk; Dennis Crowley, Member.

Absent: John Foresto, Chair; Glenn Trindade, Member.

Also Present: Michael Boynton, Town Administrator. Allison Potter, Assistant Town Administrator.

At 6:55 PM Vice Chair White called the meeting to order and led the Pledge of Allegiance.

Approval – Transfer from Unexpended FY15 Account Balances [Auditing, Legal, Community Development Salaries, Norfolk County Retirement, Health Insurance] to DPS Snow & Ice/Salt Account:
The Board reviewed the following information: (1) Commonwealth of Massachusetts MBL 44S33B; and (2) Town of Medway – Board of Selectmen & Finance Committee Budget Transfer Request.

Selectman D’Innocenzo moved that the Board approve the Budget Transfer Request in the amount of \$24,500 as presented to fund the payment of late invoices for sand and salt reserves; Selectman Crowley seconded. No discussion. VOTE: 3-0-0.

Approval Of Warrants:

The Board reviewed Warrants 16-3S, 16-3SP and 16-3P.

Selectman D’Innocenzo, Clerk, read aloud Warrants 16-3S 16-3SP and 16-3P, dated 7/16/15, presented for approval:

16-3S	School Bills	\$102,784.73
16-3SP	Town Payroll	\$384,125.35
16-3P	School Payroll	<u>\$ 37,162.66</u>
	TOTAL	\$524,072.74

Selectman Crowley moved that the Board approve the Warrants as read; Selectman D’Innocenzo seconded. No discussion. VOTE: 3-0-0.

At 6:58 PM Selectman Crowley moved to adjourn; Selectman D’Innocenzo seconded. No discussion. VOTE: 3-0-0.

Respectfully submitted,
Jeanette Galliardt

1 **Board of Selectmen's Meeting**
2 **July 20, 2015 – 7:00 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5
6

7 **Present: John Foresto, Chair; Maryjane White, Vice-Chair; Richard D'Innocenzo, Clerk; Dennis Crowley**
8 **and Glenn Trindade.**
9

10 Also Present: Michael Boynton, Town Administrator; Tom Holder, Director, Department of Public Works;
11

12 *****
13

14 At 7:02 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.
15

16 **Public Comments:**

17 Mr. Brian Adams, 2 Milford Street, expressed concern about the Exelon expansion project, specifically,
18 that it is not appropriate to take 20% of the town's water supply and give it to a company that will
19 pollute the environment and provide very few jobs. He theorized that Exelon should instead be
20 considering solar energy which would be cleaner than the natural gas and diesel fuel options. This is not
21 the right kind of economic growth for the town at this time. A better alternative would be to make
22 Medway more attractive to high tech companies such as EMC.
23

24 At this time, Mr. Boynton stated that the Board will be discussing the possible retention of special
25 outside counsel in executive session this evening. They will discuss whether to hire special counsel or
26 use Town Counsel to deal with the siting of the facility, the application process and related matters. The
27 Town has three vendors looking at various components of the project.
28

29 Mr. David Blackwell, 2 Milford Street, stated that he is an environmental scientist consultant. He noted
30 that his primary concern is the large amount of water that is desired. He concurred with Mr. Adams that
31 the additional truck traffic will add significant road impact.
32

33 **Executive Session:**

34 **At 7:17PM Selectman Trindade moved that the Board enter Executive Session under Exemption 3 for**
35 **the purpose of discussing strategy with respect to litigation where an open meeting may have a**
36 **detrimental effect on the litigating position of the Town [Exelon West Medway, LLC and Exelon West**
37 **Medway II, LLE – Energy Facilities Siting Board intervention] and Exemption 6 for the purpose of**
38 **considering the purchase, exchange, lease or value of real property if the chair declares that an open**
39 **meeting may have a detrimental effect on the negotiating position of the public body [0 Adams**
40 **Street]; Selectman White seconded. Chairman Foresto did so declare. There was no discussion. Roll**
41 **Call Vote: 5-0-0 (Crowley, aye; D'Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**
42

43 *****
44

45 At 7:49 PM Chairman Foresto reconvened Public Session.
46

47 **Discussion – Charge for Additional Recycling Carts:**

48 *The Board reviewed an Email dated June 29, 2015 from Tom Holder, Director, DPS.*

1
2 Present: Tom Holder, Director, Department of Public Services.
3

4 Mr. Holder reported that this proposal was drafted to help recover some of the unanticipated costs of
5 the automated recycling cart program. The program has been successful as there has been a decrease
6 in the solid waste tonnage in the one year it has been operating. He stated that some residents believe
7 one cart is inadequate, and DPS created a flyer that suggested ways to optimize the space in the cart.
8 They also issued second carts at no charge to residents requesting them. The cost of those several
9 hundred carts is two-fold: initially a cost of \$18,000 for the carts themselves in addition to the pickup
10 charges of \$51,000. The per-time charge is \$7 per cart per visit. No one had any idea there would be
11 this much demand for a second cart.
12

13 Right now there is an inventory of carts and DPS intends to offer this inventory at no charge. Once those
14 carts are gone, they will need to charge the \$66 cost of each cart. At this time, Selectman Crowley
15 mentioned that building contractors are bringing recyclable materials from job sites outside Medway
16 and putting it out for Medway to pick up. Discussion followed on whether the \$7 pickup charge for a
17 second cart should be billed to the resident. It was noted that there are currently 282 households with a
18 second cart.
19

20 Selectman D’Innocenzo asked if other communities pick up every week or every other. Mr. Holder said
21 that it varies, noting that many communities pass along the service charge for the second cart. Discussion
22 followed on use of yellow bags which is an enterprise account and is designed to be self-supporting. Of
23 the remaining inventory of 228 carts, 48 are already spoken for. Selectman White expressed concern that
24 the Town is considering changing midstream, and should have charged for the second cart from the
25 beginning. People will flock to get the free second carts in the inventory. Selectman Trindade asked Mr.
26 Holder to obtain costs and recycling rate information from other communities. Selectman Crowley asked
27 Mr. Holder to include whether these communities have recycling centers.
28

29 Mr. Boynton asked when the fee structure was last changed. Mr. Holder responded that it was before
30 he came to Medway, perhaps ten years ago. There is a need to look at the long term impact and costs,
31 and maybe re-evaluate the program and fee structure.
32

33 Mr. Boynton asked Board members to submit their survey questions by Thursday of this week and they
34 will work on getting the answers.
35

36 Chairman Foresto reminded residents that they can always take their excess recycling to the recycling center.
37

38 **Approval – Notice of Grant Award, Water Infrastructure Planning and Technical Assistance Grant from**
39 **MassDEP, \$30,000:**

40 *The Board reviewed the following information: (1) Notice of Grant Award; (2) Correspondence dated*
41 *June 12, 2015 from Massachusetts Department of Environmental Protection; and Correspondence dated*
42 *June 12, 2015 from the Office of the Governor.*
43

44 Present: Tom Holder, Director, Department of Public Services.
45

46 Mr. Holder explained that the department had applied to MassDEP for a grant. These FY2016 funds will
47 help advance the stormwater management program. Brief discussion followed.
48

1 **Selectman Trindade moved that the Board approve the Notice of Grant Award for the Mass DEP's**
2 **Water Infrastructure Planning and Technical Assistance grant in the amount of \$30,000; Selectman**
3 **D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

4
5 **Review/Approval – Federal Highway Administration Title VI/Nondiscrimination Assurance:**

6 *The Board reviewed the following information: (1) Letter dated July 1, 2015 from Stephanie Pollack,*
7 *Secretary/CEO MassDOT; (2) Guide for MassDOT Subrecipients: Implementing the FHWA Title*
8 *VI/Nondiscrimination Assurance document; and (4) Notice of Nondiscrimination Rights and Protections*
9 *to Beneficiaries.*

10
11 **Selectman Trindade moved that the Board authorize the Chair to execute the Title VI/Nondiscrimination**
12 **Assurance document; Selectman White seconded. No discussion. VOTE: 5-0-0.**

13
14 **Authorization of Chairman to Execute Contract with Salon Home Care, LLC, Public Health Nursing**
15 **Services, \$14,150:**

16 *The Board reviewed the following information: (1) Contract between the Town of Medway and Salmon*
17 *Home Care, LLC; and (2) Email dated July 14, 2015 from Town Counsel approving contract as to form.*

18
19 **Selectman Trindade moved that the Board authorize the Chairman to executive the contract with**
20 **Salmon Home Care, LLC to provide Public Health nursing services as presented; Selectman White**
21 **seconded. No discussion. VOTE: 5-0-0. It was noted that services have been satisfactory.**

22
23 **Discussion/Vote – Policy on Commemoration of Veterans, Employees and Public Officials:**

24 *The Board reviewed a draft of the proposed policy.*

25
26 *It was noted that this policy refers to flag protocol following death of veterans, employees and elected*
27 *officials. Brief discussion followed on length of time in each instance the flag would be lowered to half-staff.*

28
29 **Selectman Trindade moved that the Board approve the policy on commemoration of veterans,**
30 **employees and public officials as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

31
32 **Approval – One-Day Liquor License Applications:**

33 *The Board reviewed the following information: Applications and Police Recommendations relative to (1) Jessica*
34 *Small – Thayer Homestead, August 1, 2015; and (2) Joanne Dunsky – Thayer Homestead, August 6, 2015.*

35
36 **Selectman Trindade moved that the Board approve a one-day all alcohol license for Jessica Small and**
37 **one-day wine & malt license for Joanne Dunsky conditioned upon fulfillment of the Police Chief's**
38 **recommendations and receipt of required all insurance confirmations; Selectman White seconded.**
39 **No discussion. VOTE: 5-0-0.**

40
41 **Action Items from Previous Meeting:**

42 *The Board reviewed the Action Item list.*

43
44 **#7 – Environmental Bond Bill:** Selectman Crowley reported that he talked with Senator Spilka who
45 reported that the bond bill has passed. Now it is a matter for Governor Baker to sign off on specific
46 projects that he wants to fund. The funds would be used predominantly for improvements at Choate
47 Park. Selectman Trindade expressed concern that there should be some kind of review on this project.
18 Eventually a consultant may be needed, but that may be premature.

1
2 #8 – Database of searchable minutes -- This will take a little time as Mr. Boucher is still out.

3
4 #9 – Police Department access to school surveillance – There are some technology compatibility issues
5 being worked on.

6
7 #10 – Proposed ALS Program for EMS: Mr. Boynton met with the Chief about the ALS program. Once
8 the two people currently in the program have completed it, he will evaluate it.

9
10 #12 - The Toxics Use Reduction Institute grant application has been filed and can be removed from the list.

11
12 #13 – Road and Sidewalk Repair and Construction Strategy and #14 – Village Street Paving Plan are tied
13 together. Discussion followed on various streets/projects that could be pursued. Selectman Crowley
14 expressed concern that the Village Street paving may be approved to start in the spring when the Route
15 109 work will be underway. Mr. Boynton noted that a full reclamation would take a long time, while a
16 mill and overlay could take only a couple of weeks. It was estimated that a full reclamation could cost at
17 least 40% more.

18
19 #16 is done and can be removed from the list.

20
21 **Approval of Warrants:**

22 *The Board reviewed Warrant 16-4.*

23
24 Selectman D’Innocenzo, Clerk, read aloud Warrant 16-4, dated 7/23/15, presented for approval:

25		
26	Town Bills	\$987,408.37
27	School Payroll	\$ <u>2,339.10</u>
28	TOTAL	\$989,747.47
29		

30 **Selectman Trindade moved that the Board approve the Warrant as read; Selectman White seconded.**
31 **No discussion. VOTE: 5-0-0.**

32
33 **Approval of Minutes:**

34 *The Board reviewed draft minutes from February 4, 2015 and March 6, 2015.*

35
36 The Board postponed review of the minutes.

37
38 **Town Administrator’s Report:**

39 Mr. Boynton updated the Board on the proposed amendment to the public records law. Brief discussion
40 followed. Chairman Foresto stated the law should apply to the Governor’s Office, too. It was decided
41 that the Board will send a letter of protest to the MMA, as well as other communities.

42
43 Mr. Boynton provided brief updates on the following: Algonquin Pipeline Project, FY2016 State Budget,
44 Assessors Budget Challenges Contractual Threshold Adjustments, Chip Seal Update, Middle School Exterior
45 Enhancements, and announced that the Capital Planning Process has begun.

46
47 **Selectmen Reports:**

1 Chairman Foresto thanked Carol Bernstein for a great Medway Day. Police and Fire did a great job.
2 Selectman Trindade added that he was out doing an errand that day and noted that the police detail
3 officers did a great job with the roadblocks and detours. It was noted that numerous donations from
4 local businesses helped make the event possible.

5

6 Mr. Boynton complimented the Board on the level of work the members do for the Town. He declared it
7 to be a passion, not just a job. He extended this to all the volunteers as well as the citizen engagement.
8 He felt honored to be a part of it. Additionally, he announced that he has thoroughly enjoyed his first
9 year as Town Administrator.

10

11

12 **At 9:12 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.**

13 **VOTE: 5-0-0.**

14

15

16 Respectfully submitted,

17 Jeanette Galliardt

Board of Selectmen's Meeting
August 12, 2015 – 7:00 AM
Town Administrator's Conference Room
Town Hall, 155 Village Street

Present: Chairman John Foresto, Vice Chairman Maryjane White; Selectmen Richard D'Innocenzo and Dennis Crowley.

Selectman Glenn Trindade was absent.

Chairman Foresto called the meeting to order at 7:00 AM and led the Board in the Pledge of Allegiance.

Approval – One Day Alcohol License Application – Smith, Thayer Homestead, August 16, 2015:

The Board reviewed the license application submitted by Linda Smith and a memorandum dated August 6, 2015 from Police Chief Tingley.

Dr. D'Innocenzo moved, seconded by Ms. White, to approve a one-day, all alcohol license for Linda Smith's event at the Thayer Homestead on August 16 conditioned upon fulfillment of the Police Chief's recommendation that the alcohol is purchased through a licensed alcohol wholesale distributor and no parking be allowed on Mechanic or Oak Streets. It was unanimously voted: 4-0-0.

Approval of Warrants:

The Board reviewed Warrants 16-07, 16-07SP & E2-15SP.

Selectman D'Innocenzo, Clerk, read aloud Warrants 16-07, 16-07SP & E2-15SP presented for approval:

16-07	Town Payroll	\$ 316,082.35
16-07SP	School Payroll	\$ 139,466.00
E2-15SP	School Payroll	<u>\$ 430,864.94</u>
TOTAL		\$ 886,413.29

Mr. Trindade moved that the Board approve Warrants 16-07, 16-07SP, and E2-15SP, as read; Ms. White seconded. No discussion. VOTE: 4-0-0.

At 7:05 AM, Mr. Foresto moved to adjourn; Ms. White seconded. No discussion. VOTE: 4-0-0.

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Board of Selectmen's Meeting
August 17, 2015 -- 7:02 PM
Sanford Hall, Town Hall
155 Village Street

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk; Dennis Crowley and Glenn Trindade.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; David D'Amico, Deputy Director, Department of Public Services; Mary Lou Staples, Chair, Council on Aging.

Others Present: Amanda Zuretti, Town Counsel

At 7:02 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

Public Comments:

Mr. Brian Adams, 2 Milford Street, asked if the Town gets to vote on any aspect of proposed Exelon expansion at Town Meeting. Mr. Boynton responded that, in terms of permitting, the answer is no. A Town Meeting vote is required to approve any PILOT agreement. Mr. Adams asked if we are allowing the State to decide it for us. Mr. Boynton responded that statement is not a fair characterization. The State has the authority to site this type of facility while any PILOT agreement and community benefit agreement is determined by the individual community.

At this time, Mr. Boynton explained the role of Julie Dennehy in this process as a communications specialist. She was asked to come on board because of her expertise in communications for the Town. She is not involved with this plant proposal in any way. Ms. Dennehy will be involved in communications outreach in general.

Mr. Adams continued, stating that in 2009 Annual Town Meeting approved the Master Plan as Article 30. One of the goals is cultural and natural resources, on page 59. Mr. Boynton assured Mr. Adams that neither the Board nor Town officials would do anything that would result in a negative effect on the community. They are in the process of fact-finding and hiring consultants to help us learn as much as possible.

Consideration of Appointment: Zoning Board of Appeals, Assoc. Member – Brian White: Medway Pride Day Committee – Sarah Stone:

The Board reviewed the following information: Letter of interest and resume from Brian White; (2) Memorandum dated July 27, 2015 from Zoning Board of Appeals; and (3) Letter of Interest from Sarah Stone.

Present: Brian White; Sarah Stone.

1 Mr. Brian White, 116 West Street, stated he had recently moved to Medway. He works at Rhode Island
2 College and currently holds a contractor's license. He has been working in construction and real estate
3 for 10-15 years. Mr. White is married with four daughters under the age of 8.
4

5 Selectman Trindade noted that the two most thankless boards are the Board of Selectmen and Zoning
6 Board of Appeals. The key is objectivity in all decisions, and not allowing preconceived notions to rule.
7 Mr. White responded that he is familiar with board work and civic duty.
8

9 Selectman Crowley asked Mr. White to reassure the Board that he can be objective as West Street is
10 very close to the power plant. Brian stated he will be objective, noting that his home is at the other end
11 of West Street.
12

13 **Selectman Trindade moved that the Board appoint Brian White to the Zoning Board of Appeals as an**
14 **associate member for a three-year term; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**
15

16 Ms. Sarah Stone, 62 Fisher Street, stated she has lived in Medway for seven years. She has worked with
17 the Medway Pride Day Committee for three years and is now looking for a formal appointment.
18

19 **Selectman Trindade moved that the Board appoint Sarah Stone to the Medway Pride Day Committee**
20 **for a one-year term; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**
21

22 **Approval – Common Victualler License Transfer – Golden Bamboo Inc.:**

23 *The Board reviewed the Application. It is noted that the Town Administrator's office is awaiting*
24 *signature from the Building and Fire Departments.*
25

26 It was noted that the owner was not present. Selectman Trindade pointed out that this is the busy
27 dinner hour at the restaurant. Ms. Potter clarified that the restaurant does not have a liquor license.
28

29 **Selectman Trindade moved that the Board approve the issuance of a common victualler license to**
30 **Golden Bamboo, Inc. conditioned upon the required departmental approvals; Selectman White**
31 **seconded. Selectman Crowley stated he would not vote for this as this is the third license transfer in**
32 **the past couple years, all for \$1, though it looks like it is staying in the family. VOTE: 4-1-0.**
33

34 **Authorization to Expend Grant Funds – Executive Office of Elder Affairs Grant – Council on**
35 **Aging - \$18,027:**

36 *The Board reviewed a Grant Expenditure Form accompanied by grant information.*
37

38 Present: Mary Lou Staples, Chair, Council on Aging.
39

40 Ms. Staples stated that there are specific things that the funds can be used for, including Volunteer
41 Coordinator, specific events and associated expenses. It is based on the 2010 census.
42

43 **Selectman Trindade moved that the Board authorize the expenditure of the Executive Office of Elder**
44 **Affairs grant funds in the amount of \$18,027 as outlined; Selectman White seconded. No discussion.**
45 **VOTE: 5-0-0.**
46

47 **Authorization of Chairman to Execute Contract with George E. Sansoucy, P.E., LLC for**
18 **Utility Valuation Modeling - \$6,000:**

1 *The Board reviewed the following information: (1) Memorandum dated August 11, 2015 from Donna*
2 *Greenwood, Principal Assessor; and (2) Contract.*

3
4 Mr. Boynton reported that this contract is for the Assessors' overall utility valuation process, adding that
5 there may be a Fall Town Meeting article proposed to address a greater than anticipated need for
6 contracted services this fiscal year. Selectman Trindade noted that this company is one of the best in
7 their field of expertise.

8
9 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
10 **George E. Sansoucy, P.E., LLC to provide utility valuation modeling in the amount of \$6,000 pending**
11 **review and approval by both Town Counsel and the Town Accountant; Selectman White seconded.**
12 **No discussion. VOTE: 5-0-0.**

13
14 **Authorization of Chairman to Execute Contract with Concrete Modular Systems, Inc. for**
15 **Cassidy Field Bathroom Installation - \$55,905.95:**

16 *The Board reviewed the following information: (1) Memorandum dated August 17, 2015 from Tom*
17 *Holder, Director, DPW; (2) Bid results; and (3) Contract.*

18
19 Mr. Boynton reported that the concrete pad for the modular bathrooms has been poured. The sewer
20 connections have been completed. Some of the remaining components of this project need to be
21 coordinated.

22
23 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
24 **Concrete Modular Systems in the amount of \$55,905.95 pending review and approval by both Town**
25 **Counsel and the Town Accountant; Selectman White seconded. It was noted that the additional**
26 **electric requirement will be handled by the Little League. No further discussion. VOTE: 5-0-0.**

27
28 **Approval – Orders of Taking – Route 109 Right of Way:**

29 *The Board reviewed the following information: (1) Draft Order of Taking; (2) Example Affidavit; and*
30 *(3) Progress Print of Taking Plans.*

31
32 Present: David D'Amico, Deputy Director, Department of Public Services; Amanda Zuretti, Town
33 Counsel.

34
35 Mr. Boynton extended kudos to Mr. D'Amico and Attorney Zuretti for their diligence on getting the
36 paperwork completed to ensure that this project can be shovel-ready in the spring.

37
38 Mr. D'Amico reported that over 100 properties are involved, i.e., permanent easements, walls, drainage,
39 etc., for a three-year period while the construction is being done. Ms. Zuretti stated this project was
40 under very good control when she came on board. At this time, she asked the Board to consider the
41 motion before it.

42
43 **Selectman Trindade moved that the Board has determined that common convenience and necessity**
44 **require that Main Street (Route 109), a public way in the Town of Medway, be reconstructed; and it is**
45 **necessary to acquire fee interests, temporary easements, and permanent easements in certain parcels**
46 **of land for the purpose of reconstructing said way; and under the authority given by the votes under**
47 **Article 29 of the Annual Town Meeting held on May 12, 2014; the vote under Article 17 of the**
18 **November 30, 2014 Special Town Meeting; and Article 5 of the Town at the Annual Town Meeting**

1 held on March 9, 2015 (the "Town Votes"), and General Laws c. 82 §§ 1-23 and General Laws c. 79, as
2 amended, and any and every other power and authority which is hereunto in anyway enabling, and
3 having given notice according to the requirements of law to all persons known to it to be interested in
4 the reconstruction of said way, of its intention to take such interests in real property described in the
5 plan titled "Alteration Plan Main Street (Routed 109) Medway, prepared for the Town of Medway"
6 dated August 17, 2015, prepared by Greenman-Pedersen, Inc., recorded with the Norfolk County
7 Registry of Deeds herewith (the "Plan"), a copy of which is on file with the Town Clerk of the Town of
8 Medway.

9
10 The Board of Selectmen hereby votes to endorse the Plan, and to take for the purpose of public ways,
11 those fee interests, temporary easements and permanent easements over those certain parcels of
12 land commonly known as Route 109 shown as on said Plan, which land is owned or supposed to be
13 owned by the abutters on said way, and determine that damages by reason of this taking shall be
14 awarded as shown on the schedule shown on the Order of Taking.

15
16 The Board further votes that a representative of the Town of Medway shall cause this Order of Taking
17 to be filed with the Norfolk Registry District of the Land Court and recorded in the Norfolk Registry of
18 Deeds, in Dedham, Massachusetts and shall notify the Treasurer and Collector of Taxes in the Town of
19 Medway of this taking in accordance with General Laws c. 79, §7F.

20
21 The Board also votes to authorize its Chairman, John Foresto, to execute Notices of Taking and Offers
22 of Payment Pro Tanto upon filing and recording of said Order of Taking and plans.

23
24 And, the Board votes to authorize its Chairman, John Foresto, to execute the Affidavit, the post-
25 recording Affidavit required by MassDOT as part of the Federal Highways funds program, an example
26 of which is presented here.

27
28 Selectman White seconded the motion. Selectman Trindade offered an amendment reflecting
29 changes requested by Town Counsel, specifically that March 9, 2015 was Special Town Meeting, not
30 Annual; and authority is given per Mass. General Laws, c. 82 §1-84. Selectman White seconded the
31 amendment. Selectman Crowley asked if this was the final piece for this project. Mr. D'Amico is still
32 receiving comments from MassDOT. Mr. D'Amico stated that all affected owners were notified by
33 registered letter and asked to notify DPS if there are issues. Attorney Zuretti reported that the takings
34 would be by eminent domain. Each property owner has the right to file suit in Superior Court within
35 three years of the Order of Taking. Brief discussion followed on the process. Mr. D'Amico will provide
36 a list of the affected properties to the Board, noting that 90% of these takings are temporary. VOTE:
37 4-0-1 -- Selectman White abstained as she is a property owner along Route 109 and her property is
38 one of the affected properties.

39
40 Ms. Zuretti instructed Board members that they need to sign two sets of Mylar plans as well as two copies
41 of the documents which she will then notarize. Each Board member confirmed they are signing of their
42 own volition and as representatives of the Town. Plans and documents were signed and notarized.

43
44 **Approval – Inter-municipal Agreement with Millis for Shared Energy Manager:**

45 *The Board reviewed the following information: (1) Email from Robert Weiss, Energy Manager; (2)*
46 *Proposed inter-municipal agreement; (3) Annual report; and (4) Energy Usage Report samples.*

47
18 Mr. Boynton reported that this will be Year Two of the agreement.

1
2 **Selectman Trindade moved that the Board approve the inter-municipal agreement with Millis for shared**
3 **energy manager services as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**
4

5 **Approval – Opening and Closing Dates for Fall Town Meeting Warrant (9/1/15, 9/14/15):**

6 *The Board reviewed a Draft Town Meeting Calendar.*
7

8 Mr. Boynton reminded Board members that, as their next meeting will be August 31, this needs to be
9 addressed tonight.
10

11 **Selectman Trindade moved that the Board open the November 9 Fall Town Meeting Warrant on**
12 **September 1, 2015 and to close it on September 14, 2015; Selectman White seconded. No discussion.**
13 **VOTE: 5-0-0.**
14

15 **Approval – One-Day Liquor License Application – Greg Bedard, Thayer Homestead, 8/28/15:**

16 *The Board reviewed the following information: (1) One-Day License Application; and (2) Police Chief’s*
17 *recommendation.*
18

19 **Selectman Trindade moved that the Board approve a one-day liquor license for Greg Bedard’s event at**
20 **the Thayer Homestead on August 28, 2015 subject to fulfillment of the Police Chief’s**
21 **recommendations; Selectmen White seconded. No discussion. VOTE: 5-0-0.**
22

23 **Action Items from Previous Meeting:**

24 *The Board reviewed the Action Items list.*
25

26 #1 -- Street acceptance process – No update.

27 #2 -- Route 109 – the Orders of Taking was discussed earlier this evening.

28 #3 -- Brentwood Project– The engineers will begin focusing on the piece that involves CVS. The Town
29 Administrator made it clear that the work near the CVS needs to happen within the Route 109
30 construction work or it will be at a substantial private cost.
31

32 It was noted that interviews for the DPS Facility OPM will begin next week.
33

34 **Approval of Warrants:**

35 *The Board reviewed Warrants 16-8 and 16-8S.*
36

37 Selectman D’Innocenzo, Clerk, read aloud Warrants 16-8 and 16-8S, dated 8/2015, presented for
38 approval:
39

40	16-8S	School Bills	\$ 360,714.50
41	16-8	Town Bills	<u>\$1,724,727.77</u>
42		TOTAL	\$2,085,442.27

43
44 **Selectman Trindade moved that the Board approve the Warrants as read; Selectman White seconded.**
45 **No discussion. VOTE: 5-0-0.**
46

47 **Approval of Minutes:**

48 *The Board reviewed draft minutes from November 3, 2014; February 4, 2015; and March 16, 2015.*

1
2 **Selectman Trindade moved that the Board approve the minutes of November 3, 2014, as drafted;**
3 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
4

5 **Selectman Trindade moved that the Board approve the minutes of February 4, 2015, as drafted;**
6 **Selectman White seconded. No discussion. VOTE: 5-0-0.**
7

8 **Selectman Trindade moved that the Board approve the minutes of March 16, 2015; Selectman White**
9 **seconded. No discussion. VOTE: 4-0-1 -- Crowley abstained as he was absent.**
10

11 **Town Administrator’s Report:**

12 Mr. Boynton reported on a variety of topics:

- 13 ➤ The results of the Solid Waste Survey (polling of area communities) due soon;
- 14 ➤ A recent visit to a building that straddles the line between Medway and Holliston on Route 126
15 that might prove useful for municipal use;
- 16 ➤ Town-wide financial updates;
- 17 ➤ FY2017 budget update;
- 18 ➤ 2015 Fall Town Meeting update; and
- 19 ➤ Social Media Training

20
21 **Selectmen’s Reports:**

22 Selectman Crowley stated he attended the Conservation Commission meeting with Timber Crest LLC.
23 He noted that ConCom chair, David Travalini, did an excellent job walking residents through the process
24 and answering questions. This group does not get enough credit for all the work they do.
25

26 Selectman Crowley asked Mr. Boynton about Woodside Condominiums. Mr. Boynton responded that
27 Town Counsel has been consulted.
28

29 **At 8:09 PM Selectman Trindade moved that the Board enter into Executive Session under Exemption 3**
30 **to discuss strategy with respect to litigation where an open meeting may have a detrimental effect on**
31 **litigating position of the Town [Exelon West Medway, LLC and Exelon West Medway II, LLC - Energy**
32 **Facilities Siting Board intervention] if the chair declares than an open meeting may have a detrimental**
33 **effect on the negotiating position of the public body. The Board will reconvene in open session to**
34 **address agenda item #16. Selectman White seconded the motion. Chairman Foresto did so declare.**
35 **No discussion. Roll Call Vote: 5-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; Trindade, aye;**
36 **White, aye).**
37

38 *****

39
40 Chairman Foresto reconvened Public Session at 9:11 PM.
41

42 **Approval – Technical Consultants to Review Proposed Exelon Expansion Project:**

43 *Background materials were reviewed in Executive Session.*
44

45 **Selectman Trindade moved that the Board authorize the Chair to execute a contract for Acentech, Inc.**
46 **for noise consultation and acoustical consulting services in an amount not to exceed \$10,000;**
47 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
48

1 **Selectman Trindade moved that the Board authorize the Chair to execute a contract with Lynne**
2 **Santos and Air Quality Associates for emissions consulting services in an amount not to exceed**
3 **\$10,000; Selectman White seconded. No discussion. VOTE: 5-0-0.**
4

5 Selectman Trindade announced that the Town Administrator vetted both these companies to confirm
6 that neither of these firms had performed any work for Exelon in the past.
7

8 Selectman Crowley asked the Town Administrator to prepare a list of all the consultants who are looking
9 at the proposed expansion project, including such things as tax and property tax issues, configuration of
10 the water system, air quality and emissions, noise concerns, and a legal consultant with regard to any
11 contracts and agreements. Eleven pages of questions will be submitted to the Energy Facilities Siting
12 Board
13
14

15 **At 9:13 PM Selectman Trindade moved to adjourn; Selectman D’Innocenzo seconded. No discussion.**
16 **VOTE: 5-0-0.**
17
18
19

20 Respectfully submitted,
21 Jeanette Galliardt
22 Night Board Secretary
23
24
25
26
27
28
29

AGENDA

ITEM #9

Town Administrator's Report

AGENDA ITEM #10

Selectmen's Reports