Board of Selectmen

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



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting
December 7, 2015, 7:00 PM
Sanford Hall, Town Hall
155 Village Street
Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session, Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body [4-5 Kingson Ln]*
- Public Comments

Other Business

- 1. Vote Assignment of Right to Purchase 4-5 Kingson Ln to Affordable Housing Trust
- 2. Approval Purchase of 54R Adams St
- 3. Authorization to Expend Grant Funds Sustainable Materials Recovery Program Grant \$16.000
- 4. Authorization of Chairman to Execute Contract for Urban Renewal Plan BSC Group \$78.400
- 5. Change of Manager Request Medway Veterans Building Assoc., Inc. d/b/a Medway Post 1526 VFW
- 6. Change of Sunday Hours Request Medway Beverages d/b/a Keystone Liquors
- 7. Authorization of Chairman to Execute Contract with Beals and Thomas for Trail Design and Engineering Services \$35,000
- 8. Presentation Five Year Budget Forecast
- 9. Discussion/Vote Board of Selectmen Fiscal Year 2017 Budget Policy
- 10. Approval Continuation of Membership in MetroWest Veterans' District and Appointment of Representative to Board of Directors
- 11. Approval One-Day Liquor License Applications
 - a. James Centola Thayer Homestead 12/19/15
 - b. Teresa Rice Thayer Homestead 12/27/15

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.

- c. Allison Warren and Katherine Fleck– Thayer Homestead 1/3/16
- d. Jeanne O'Byrne Thayer Homestead 1/9/16
- 12. Annual License Renewals [see list following agenda items]
- 13. Action Items from Previous Meeting
- 14. Approval of Warrants
- 15. Town Administrator's Report
- 16. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

December 21, 2015 ---- Regular Meeting

January 4, 2015 ---- Regular Meeting

LICENSEE NAME

LICENSE TYPE

COIN DEALER	
AUCTIONEER	

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^{*} Executive session added to agenda 12/4/15

Joannides Enterprises Inc. d/b/a Liquor World	ALL ALCOHOL	
Sellia Corporation, LLC d/b/a McDonalds	COMMON VICTUALLER	
	ENTERTAINMENT	
Medway Café, Inc. d/b/a Medway Café	ALL ALCOHOL	
, , , , , , , , , , , , , , , , , , ,	COMMON VICTUALLER	
	ENTERTAINMENT	
Medway Famous Pizza, Inc. d/b/a Medway Famous Pizza	COMMON VICTUALLER	
Bluestone Management Corporation d/b/a Medway Imports	CLASS II	
Ye Chan, Inc. d/b/a Medway Lotus	ALL ALCOHOL	
•	COMMON VICTUALLER	
	AUTOMATIC AMUSEMENT	
	LIVE ENTERTAINMENT	
	BILLIARDS	
Sri Sataram Enterprises, LLC d/b/a Medway Mart	ALCOHOL (Wine & Malt)	
TJ Gas d/b/a/ Medway Mobil	CLASS II	
Medway Veterans Building Association, Inc. d/b/a Medway Post	All ALCOHOL	
1526 VFW	COMMON VICTUALLER	
'	AUTOMATIC AMUSEMENT	
	ENTERTAINMENT	
Spiridula Pagiatakis d/b/a Medway Restaurant	ALCOHOL (Wine & Malt)	
	COMMON VICTUALLER	
Veerjala Inc. d/b/a Medway Subway	COMMON VICTUALLER	
Medway Szechuan Garden, Inc. d/b/a Medway Szechuan	All ALCOHOL	
	COMMON VICTUALLER	
George Kosivas d/b/a Medway Village Pizza	COMMON VICTUALLER	
E.I.R.E. d/b/a Mickey Cassidy's	ALL ALCOHOL	
	COMMON VICTUALLER	
	LIVE ENTERTAINMENT	
The Muffin House Café Inc. d/b/a The Muffin House Cafe	COMMON VICTUALLER	
Neighborhood Wrench Inc. d/b/a Neighborhood Wrench	CLASS II	
Norman Greene d/b/a NWG Automotive Repair	CLASS II	
Vivaan LLC d/b/a One Stop Convenience	ALCOHOL (Wine & Malt)	
Papa Gino's Inc. d/b/a Papa Gino's COMMON VICTUALLER		
	AUTOMATIC AMUSEMENT	
Night 'N Day Inc. d/b/a Restaurant 45	All ALCOHOL	
	COMMON VICTUALLER	
Brad Anthony d/b/a Select Used Cars Corporation	CLASS II	
Starbucks Coffee Company d/b/a Starbucks Coffee	COMMON VICTUALLER	
Supreme Medway LLC d/b/a Supreme Pizza	COMMON VICTUALLER	
	ALCOHOL (Wine & Malt)	
T.C. Scoops, LLC, d/b/a T.C. Scoops	COMMON VICTUALLER	
Paul Tingley d/b/a Tingley's	COMMON VICTUALLER	
PragatHari LLC d/b/a West Medway Liquors	ALL ALCOHOL	
Richard Williams d/b/a Williams Classic Restoration &Sales	CLASS II	
Yama Fuji, Inc. d/b/a Yama Fuji	COMMON VICTUALLER	
	ALL ALCOHOL	

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AGENDA ITEM #1

Vote – Assignment of Right to Purchase 4-5 Kingson Ln to Affordable Housing Trust

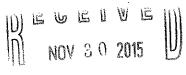
Associated back up materials attached:

• CHAPA notification re: Town's 30-day right of first refusal

Proposed motion: I move that the Board vote to assign the right of first refusal to purchase contained in the rider of the deed for Unit 4-5 Kingson Lane, Medway, recorded with the Norfolk District Registry of Deeds in Book 16760, Page 205, to the Trustees of the Town of Medway's Affordable Housing Trust.



Citizens' Housing and Planning Association, Inc.



MEDWAY TOWN ADMINISTRATOR

November 24, 2015

President Vincent O'Donnell

Vice Presidents Jack Cooper Charleen Regan

Treasurer Jeanne Pinado

ne Pinado Dear Mr.

Clerk Naomi Sweitzer

Executive Director Brenda Clement Mr. John Foresto, Chairman Board of Selectmen Town of Medway 155 Village Street

Dear Mr. Foresto:

Medway MA 02053

This letter is sent to the Town of Medway on behalf of Ralph W. Caton, the current owner of an affordable property under Chapter 40B, to inform you of the owner's intent to sell her affordable unit. The unit is located at 4 Kingson Lane Unit 5 and is part of Woodside Condominiums, a Chapter 40B project for which Citizens' Housing and Planning Association (CHAPA) serves as the Monitoring Agent.

Based on the affordable housing deed rider for 4 Kingson Lane Unit 5, CHAPA has determined that the Maximum Resale Price for the above-referenced unit is \$124,900.00. This letter is to notify the Town of Medway of its right of first refusal with respect to this unit. As described in the deed rider, "right of first refusal" means that the Town has 30 days to determine if it would like to purchase the unit from the homeowner at the resale price. This 30 day period will commence on November 24, 2015 and end on December 24, 2015.

Please consider this letter notification of the the Town of Medway's 30-day "right of first refusal" period. As you may expect, the homeowner is anxious to hear back from the Town and move forward in selling her property. If we do not hear from you within the right of first refusal period, we will assume you do not wish to exercise your right of first refusal.

If the Town of Medway chooses not to exercise its right of first refusal, CHAPA will assist the homeowner in locating an Eligible Purchaser. As explained in the deed rider, CHAPA and the homeowner have 120 days to market the unit in order to locate an Eligible Purchaser. If an Eligible Purchaser fails to buy the unit within 120 days, the current owner of the property could sell the unit on the open market for the fair market value. However, any gain above the resale price must be given directly to the Town of Medway to be used for affordable housing activities. The seller is not permitted to keep the difference between the fair market value of the home and the affordable resale price.

When a new Eligible Purchaser buys an affordable unit, a new deed restriction is signed and recorded and the unit remains on the Town of Medway's subsidized housing inventory. However, please note that if the homeowner is unable to sell the property during the affordable marketing period and instead sells on the open market, the unit will no longer be deed-restricted and therefore will no longer be counted on the Town's subsidized housing inventory. We welcome any efforts the Town can offer in making potential eligible buyers aware of the unit's availability during the affordable marketing period.

Please feel free to contact me at 617-742-0820 with any questions regarding this matter or if the Town of Medway is interested in purchasing the unit. On behalf of Ralph W. Caton, we look forward to hearing back from you soon and working with you during this process.

Elizabeth Palma-Diaz Senior Program Manager

Sincerely

cc: Ralph W. Caton

United Way
United Way
of Massachusetts Bay
and Merrimack Valley

AGENDA ITEM #2

Approval – Purchase of 54R Adams St

Associated back up materials attached:

- Amended P&S signed by the Lees
- Quitclaim deed signed by the Lees

Proposed motion: I move that the Board of Selectmen vote to ratify and execute the Amended Purchase and Sale Agreement between the Town of Medway and George F. Lee and Charlotte A. Lee dated October 15, 2015, and amended December 7, 2015, to purchase the land situated at 54 R Adams Street, Medway, Norfolk County, MA and to accept the deed from George F. Lee and Charlotte A. Lee to the Town as authorized by, and pursuant to, the terms of the vote under Article 7 of the November 16, 2015 Fall Town Meeting.

AMENDED PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: October 15, 2015, as affected by Amendment dated December 7, 2015

1.2 PREMISES:

Land in the Town of Medway consisting of 1,437,480 square feet of area (approximately 33.0

acres)

Street Address:

54R Adams Street, Medway, MA 02053

Legal Description:

See Exhibits A-1 and A-2 appended hereto and made a part

<u>hereof</u>

Seller's Title Reference:

Book 8953, Page 219

Assessor's Map Reference:

Map 20/Parcel 003

1.3 SELLER:

George F. Lee and Charlotte A. Lee

Address:

52 Adams Street, Medway, MA 02053

Seller's Attorney: NONE

1.4 BUYER:

Town of Medway

Address:

Municipal Building, 155 Village Street, Medway, MA 02053

Buyer's Attorney:

Amanda Zuretti, Esq.

Address:

Petrini & Associates, P.C.

372 Union Avenue, Framingham, MA 01702

Phone: (617)794-2794

1.5 PURCHASE PRICE:

\$75,000.00

Paid as follows:

Deposit:

NONE

Purchase Price due from Town on Closing Date

\$75,000.00

1.6 CLOSING DATE: On or before December 31, 2015

TIME:

12:00 p.m.

PLACE:

Norfolk District Registry of Deeds

1.7 TITLE: The conveyance shall be by Quitclaim Deed

1.8 SELLER'S FIRE AND EXTENDED COVERAGE INSURANCE: as presently insured

SECTION 2 -- GENERAL PROVISIONS

UNLESS OTHERWISE NOTED, THE FOLLOWING PROVISIONS SHALL APPLY:

- 2.1 Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 2.2 The documents required by this Agreement shall be delivered, and the Purchase Price paid, at the Date and Time of Closing and at the Place of Closing.
- 2.3 Seller shall deliver good, clear, record, marketable, and insurable title to the Premises on the Date and Time of Closing at the Place of Closing, free from all encumbrances except the following:
 - a. Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable.
 - b. Betterment assessments, if any there be, that are not a recorded lien on the Premises as of the Date of this Agreement.
 - c. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land, particularly environmental, building, zoning, and health, if any, applicable as of the Date of this Agreement.
 - d. Rights of the public, and others entitled thereto, in and to adjacent streets and ways.
- 2.4 Simultaneously with the delivery of the Deed, Seller shall execute and deliver:
 - a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
 - b. An affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the Seller's United States taxpayer identification number, that the Seller is not a foreign person, and the Seller's address (the "1445 Affidavit"); and
 - c. Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding.
 - d. Affidavits and Disclosures including but not limited to these required under G.L. c. 62C § 49A, and G.L. C. 7C § 38, copies of which are appended hereto as Exhibits C through and including E.
- 2.5 The Purchase Price shall be paid by Buyer to Seller by a certified or bank check which shall be delivered to Seller at the time of recording of the Deed.

- Water and sewer use charges and real estate taxes for the current fiscal year shall be apportioned, and fuel value shall be collected, as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price paid at closing. No deed excise stamps are due on this conveyance pursuant to G.L. c. 64D, §1.
- 2.7 Full possession of the Premises free of all tenants and occupants shall be delivered at the Date and Time of Closing. Said Premises must be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) free and clear of debris and other personal property, and (c) in compliance with the provisions of any instrument referred to in clause 2.3 hereof. The Buyer shall be entitled personally to inspect said Premises, with at least twenty-four (24) hours advance notice to Seller, which may be oral, prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.
- 2.8 If the Seller should be unable to give title or to make conveyance of the Premise subject to the Permitted Encumbrances set forth in Exhibit A-1, and/or to deliver possession of the Premises all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, the Seller shall use reasonable efforts to remove any defects in title (at a cost of no more than \$5,000 for non-monetary defects) or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of no more than twenty one (21) days.
- 2.9 The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said Premises in its then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey. If at the expiration of the extended time the Seller shall have failed to remove any defects in title, to have delivered possession, or to have made the premises conform, as the case may be, all as herein agreed, and if Buyer shall not have elected to accept such title as the Seller may be able to deliver, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
- 2.10 The acceptance and recording of the Deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.
- 2.11 At Closing, Seller may use all or part of the Purchase Price to clear the title of any encumbrances or interests provided that all instruments necessary for this purpose are recorded by and at the expense of Seller simultaneously with the Deed or within a reasonable period of time thereafter in accordance with customary conveyancing practices.
- 2.12 All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. The recording of the Deed by Buyer shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. All representations and warranties herein shall survive the recording of the Deed.

- Any deposit paid shall be held by Seller's Attorney and shall be duly accounted for at closing. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and this shall be the Seller's sole and exclusive remedy in law and at equity for any default by the Buyer under this agreement. In the event of any other disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer.
- 2.14 Seller and Buyer each warrant and represent that neither of them has dealt with a broker or agent with respect to this transaction or these Premises. Seller agrees to indemnify and hold Buyer harmless from all claims for brokerage or commission on account of this transaction or these Premises by any person, provided Buyer has not dealt with any other broker or agent with respect to this transaction. The provisions of this Section 2.14 shall survive delivery of the Deed.
- 2.15 If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder. If Seller or Buyer discloses in this Agreement that either of them is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller their obligations hereunder are joint and several.
- 2.16 TIME IS OF THE ESSENCE OF ALL PROVISIONS OF THIS AGREEMENT.
- 2.17 This Agreement is to be construed as a Massachusetts contract, and Buyer and Seller acknowledge that each of them has had ample opportunity to consult counsel of its or their choosing with respect to the negotiation and execution of, and performance under, this Agreement.
- 2.18 Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association (REBA) shall be governed by said Standard to the extent applicable.
- 2.18.1 Notwithstanding the REBA Practice Standards, Buyer has agree that it shall bear all costs related to the examination of title, preparation of closing documents, and recording of the deed of conveyance for this transaction.
- 2.19 All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to Buyer or Seller at the appropriate address as specified in Paragraphs 1.3 and 1.4 or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service.
- 2.20 Buyer or Buyer's agent(s) shall have the right at reasonable hours and upon twenty-four (24) hours advance notice to Seller which may be oral, to enter the Premises at Buyer's own risk for

the purposes of survey, inspections and tests. Buyer's performance hereunder is conditional, at Buyer's option, upon Buyer not having found on the Premises any oil or hazardous waste or hazardous material or Seller shall have remediated such hazardous condition in full compliance with applicable law, with Seller paying all of the costs of remediation.

- 2.21 Without limitation of other provisions of this Agreement, Buyer's obligations under this Agreement are, at Buyer's option, expressly contingent on the following conditions:
 - a. Buyer shall not have found on the Premises oil or hazardous waste or hazardous material in quantities required to be reported to the Massachusetts Department of Environmental Protection at Buyer's final inspection of the Premises prior to recording of the Dee,;
 - b. Seller shall have complied with the disclosure provisions of G.L. c.7, § 40J. Seller agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c.7, § 40J;
 - c. Seller shall have waived any right to claim relocation benefits under the provisions of G.L. C.79A and 760 CMR 27.03 for the present occupant(s) of the Premises and Seller shall represent and warrant at closing that all such waivers have been provided as to all occupants; and
 - d. Buyer shall have obtained authorization to acquire the premises by Vote of Town Meeting, shall complied with the provisions of G.L. c. 30B, and shall have received an Acceptance of Deed under vote of the Board of Selectmen at a duly noticed open session of the Board of Selectmen's meeting.
- 2.22 Notwithstanding anything to the contrary herein, in the event of a taking by eminent domain by an entity other than the Buyer of all or part of the premises this Agreement may be terminated by Buyer, solely at Buyer's option.
- 2.23 Seller hereby waives for itself or any other occupant(s) of the Premises, if any, any rights Seller may have to relocation benefits under the provisions of M.G.L. c. 79A.
- 2.24. The Premises are conveyed subject to Seller's representations, warranties and obligations set forth herein, including, but not limited to: the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the Third Party Leases/Licenses permits, orders, or other agreements, affecting the Property (collectively, the "Condition of the Property").

2.25 BUYER'S INVESTIGATIONS DURING DUE DILIGENCE PERIOD. Subject to the provisions of this Agreement, Buyer shall have the right to conduct or cause to be conducted during the period commencing upon execution of this Agreement and ending on December 31, 2015 ("Due Diligence Period"), at Buyer's sole cost and expense, such investigations, inspections and studies of the Property, and such reviews of plans, title, specifications, warranties, contracts, the Leases, (if any) permits, and other documents as Buyer deems necessary or desirable (collectively, "Buyer's Investigations"). In the event the Property is not satisfactory to the Buyer, the Buyer must provide written notice to terminate this agreement to the Seller on or before 5:00 PM EST before the end of the due diligence period and provide Seller with a copy of such inspection or report evidencing the alleged deficiencies.

Executed under seal by the Parties hereto as of the date of this Agreement.

BUYER:	SELLER:
Town of Medway	George F. Lee and Charlotte A. Lee
	Georg Ffee
	MANAGEMENT MANAG

EXHIBIT A LEGAL DESCRIPTION

NYRANOHARMA ODIZOFYIM DEED INDIAIDINE (FOAR LOUN) BAS 513 45664 T. PREDERICK J. LEE. of 165 Lovering Street, Medway, Norfolk Setagementaried, for consideration paid, and in full consideration of One Dollar (\$1.00) grant to GEORGE F. LEE and CHARLOTTE A. LEE, husband and wife, as Tenants by the Entirety, both of 52 Adams Street, Hedway, Massachusetts ARWINER BY SERVICE TO SERVICE STATE The land in the Westerly part of Medway, Norfolk County, Massachusetts, together with the buildings thereon, situated on the Southerly side of Lovering Street, and the Easterly side of Summer Street, bounded and described as follows: Beginning at the Northwesterly corner of the granted premises at the corner of Summer and Lovering Street; thence Southerly on said Summer Street to land formerly of P.A. Thompson, now of Frank Panichelli et with thence Easterly 80 rods, more or less; thence Southerly about 1 1/2\subseteq rods; thence Easterly about 25 rods; thence Southerly in a varying linerabout 18 rods; thence Easterly about 7 rods; to Chicken Brook; thence Southeasterly in said Brook to a point therein on a line with the wire Southeasterly in said Brook to a point therein on a line with the wire Southerly on the wall to land formerly of B. VanNess, now of Vaughn C. Southerly on the wall to land formerly of B. VanNess, now of Vaughn C. Southerly to a stake and stones; thence Southerly to a ditchir thence Easterly along said ditch to another ditch at other land of said Panichelli; the last three courses being on land of said Dill; thence Northwesterly along said Brook to its intersection with another ditch; thence Easterly about three (3) rods to land now or formerly of U. Cutler; the last two course being on land now or formerly of George Black; thence Northerly on land now or formerly of U. Cutler, and land now or formerly of heirs of Noah Coombs; thence of ditches at land now or formerly of heirs of Noah Coombs; thence Westerly on land now or formerly of heirs of Noah Coombs and land now or formerly of one Blis, now of Bernard Grudak; thence Northerly on land of said Grudak as the wall runs to said Lovering Street; thence Westerly on said Lovering Street to the point of beginning. Containing minety (90) acres, more or less. EXCEPTING and excluding therefrom property conveyed by Margaret M. Lee and Frederick J. Lee to Randall Construction Co., Inc. by dead dated May 29, 1963 and recorded with Norfolk Registry of Deeds, 800k 4075, Page 715 and a parcel of land with buildings thereon situated on the Southerly side of Lovering Street, Medway, and being shown as Parcel X and a parcel entitled 'Margaret M. and Frederick J. Lee' both shown on a plan entitled, "Plan of Land in Medway, Mass." dated October 25, 1978, drawn by Millis Engineering Associates and recorded with Norfolk Registry of Deeds as Plan No. 1118 of 1978 in Plan Book 272 to which reference may be had for a more particular description. Said Percel K contains 22,107 square feet according to said plan. Parcel entitled 'Margaret M. and Frederick J. Lee' contains approximately 23,250: square feet according to said plan. For title see astate of Margaret M. Lee and estate of Roberta Lee, deed from Ferne H. Lee et al recorded with Norfolk Registry of Deeds, Book 8878, Page 616 and deed from Kathleen P. Bresnahan et al dated May 28, 1991 and recorded with Norfolk Registry of Deeds, Book , Page

Note: The parcel to be conveyed consists of approximately 33 acres of land shown as Parcel A on Plan No. 435 of 2000 in Plan Book 477. Seller has not prepared a metes and bounds description or record plan showing the current boundaries of the premises to be conveyed to Buyer.

EXHIBIT A-1

The land and improvements thereon, if any there be, shown as "PARCEL A 33 ACRES ±" ("Parcel A") on the plan titled "Plan of Land in Medway, Ma., Owner: George F. & Charlotte A. Lee, 52 Adams Street, Medway, Ma., 02053, Scale: 1" = 100' Date: Feb. 12, 2000, revised July 16, 2000 DeSimone & Associates, 33 Cottage Street, Medway, Ma. 533-7683" (the "Plan") recorded with Norfolk Registry of Deeds as Plan #435 of 2000 in Plan Book 477. Said Parcel A abuts Lot 1 shown on the Plan conveyed by the Grantors to the Town of Medway under the deed dated March 12, 2001 recorded with said Deeds at Book 14914, Page 437. The Grantors release to the Town of Medway the rights to pass to Parcel A over the cart paths shown on the Plan, which were reserved to them under the deed dated December 13, 2013, recorded in Book 30163, Page 259.

EXHIBIT A-2 PERMITTED ENCUMBRANCES

The premises herein conveyed are subject to the following matters of record:

- 1. Easement granted to Boston Edison Company for the use of a strip of land two hundred and fifty (250) feet wide for installation and maintenance of poles and transmission lines dated February 5, 1941, in Book 2329, Page 379. Said easement is shown on the plan in Plan Book 393, Plan 474.
- 2. Right of way and easement granted to the Algonquin Gas Transmission Company for installation and maintenance of gas pipelines as set forth in an instrument dated August 30, 1951 in Book 3030, Page 530; as affected by a notice of Location of Easement dated July 19, 1957 in Book 3577, Pages 40 and 41; as further affected by an Affidavit dated December 12, 1990 in Book 8814, Page 393; and as still further affected by the Grant of Easement dated July 10, 1991 in Book 8981, Page 669. The locations of a permanent fifty (50) foot wide easement identified as "Existing AGT Easement", a permanent twenty (20) foot wide easement identified as "Proposed Permanent AGT Easement" and a temporary thirty (30) foot wide "Proposed Temporary Construction Easement" are shown on the plan in Plan Book 393, Plan 474.
- 3. Drainage easement granted by Margaret M. Lee and Frederick M. Lee to Randall Construction Co., Inc. under the deed dated May 29, 1963 and recorded at Book 4075, Page 715. The location of said drain easement is shown on Plan #638 of 1963 in Plan Book 215. The rights of access over the streets and a 20' wide right of way Lot 30 shown on Plan #638 of 1963 that were reserved in the deed in Book 4075, Page 715 were released in an instrument dated September 12, 1980 recorded in Book 5775, Page 530.
- 4. Taking for layout of Summer Street as a public way dated December 23, 1947 and recorded in Book 2734, Page-291, to the extent applicable.
- 5. Taking for layout of Lovering Street November 13, 1962 and recorded in Book 4037, Page 82, to the extent applicable.

EXHIBIT B

SPECIAL TOWN MEETING VOTE NOVEMBER 17, 2015

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

The Finance Committee recommends, and I move, to authorize the Board of Selectmen to acquire by purchase and to accept the deed to the Town of a fee simple interest in a parcel of land located at 54 R Adams Street, Medway, Norfolk County, MA, identified as Parcel A on Plan No. 435 of 2000 recorded with the Norfolk County Registry of Deeds containing 33 acres more or less, 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:

- 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, said appropriation to be transferred from available Community Preservation Act Funds;
- 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.

QUITCLAIM DEED

We, George F. Lee and Charlotte A. Lee, ("Grantors"), married to one another, of 52 Adams Street, Medway, Massachusetts, for consideration of Seventy Five Thousand and 00/100 (\$75,000.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, grant to the Town of Medway, with QUITCLAIM COVENANTS the land and improvements thereon, if any there be, shown as "PARCEL A 33 ACRES ±" ("Parcel A") on the plan titled "Plan of Land in Medway, Ma., Owner: George F. & Charlotte A. Lee, 52 Adams Street, Medway, Ma., 02053, Scale: 1" = 100' Date: Feb. 12, 2000, revised July 16, 2000 DeSimone & Associates, 33 Cottage Street, Medway, Ma. 533-7683" (the "Plan") recorded with Norfolk Registry of Deeds as Plan #435 of 2000 in Plan Book 477. Said Parcel A abuts Lot 1 shown on the Plan conveyed by the Grantors to the Town of Medway under the deed dated March 12, 2001 recorded with said Deeds at Book 14914, Page 437. The Grantors release to the Town of Medway the rights to pass to Parcel A over the cart paths shown on the Plan, which were reserved to them under the deed dated December 13, 2013, recorded in Book 30163, Page 259.

This transaction is exempt from payment of deed excise pursuant to G.L.c.64D, sec. 1.

The premises herein conveyed are subject to the following matters of record:

- 1. Easement granted to Boston Edison Company for the use of a strip of land two hundred and fifty (250) feet wide for installation and maintenance of poles and transmission lines dated February 5, 1941, in Book 2329, Page 379. Said easement is shown on the plan in Plan Book 393, Plan 474.
- 2. Right of way and easement granted to the Algonquin Gas Transmission Company for installation and maintenance of gas pipelines as set forth in an instrument dated August 30, 1951 in Book 3030, Page 530; as affected by a notice of Location of Easement dated July 19, 1957 in Book 3577, Pages 40 and 41; as further affected by an Affidavit dated December 12, 1990 in Book 8814, Page 393; and as still further affected by the Grant of Easement dated July 10, 1991 in Book 8981, Page 669. The locations of a permanent fifty (50) foot wide easement identified as "Existing AGT Easement", a permanent twenty (20) foot wide easement identified as "Proposed Permanent AGT Easement" and

- a temporary thirty (30) foot wide "Proposed Temporary Construction Easement" are shown on the plan in Plan Book 393, Plan 474.
- 3. Drainage easement granted by Margaret M. Lee and Frederick M. Lee to Randall Construction Co., Inc. under the deed dated May 29, 1963 and recorded at Book 4075, Page 715. The location of said drain easement is shown on Plan #638 of 1963 in Plan Book 215. The rights of access over the streets and a 20' wide right of way Lot 30 shown on Plan #638 of 1963 that were reserved in the deed in Book 4075, Page 715 were released in an instrument dated September 12, 1980 recorded in Book 5775, Page 530.
- 4. Taking for layout of Summer Street as a public way dated December 23, 1947 and recorded in Book 2734, Page-291, to the extent applicable.
- 5. Taking for layout of Lovering Street November 13, 1962 and recorded in Book 4037, Page 82, to the extent applicable.

For our title, see the deed dated June 10, 1991 recorded in Book 8953, Page 219.

The undersigned Grantors, pursuant to the penalties and pains of perjury, hereby release all rights of homestead that they may have pursuant to G.L.c. 188, as may be amended, and represent further that there is no other person entitled to claim rights of homestead therein.

WITNESS our hands and seals this 2014 day of November 2015	
Leop of Lee	
George F. Lee	
Charles & Lee	
Charlotte A. Lee	
THE COMMONWEALTH OF MASSACH	HUSETTS
Norfolk, ss.	November <u>30</u> , 2015
On this day of November, 2015, before me, the under personally appeared George F. Lee and Charlotte A. Lee, prove evidence of identification which were valid Massachusetts Driver whose names are signed on the preceding or attached document, a they signed it voluntarily for its stated purpose. Notary Hublic My commission exp	ed to me through satisfactory 's Licenses, to be the persons and acknowledged to me that

2015.11.09 Exhibit A and B 54R Adams Street (1301-75)

AGENDA ITEM#3

Authorization to Expend Grant Funds – Sustainable Materials Recovery Program Grant - \$16K

Associated back up materials attached:

- Grant correspondence
- · Grant expenditure authorization form



The Commonwealth of Massachusetts

MASSACHUSETTS SENATE

COMMITTEE ON WAYS AND MEANS

SENATOR KAREN E. SPILKA CHAIR STATE HOUSE, ROOM 212 BOSTON, MA 02133-1053 (617) 722-1640

Karen.Spilka@MAsenate.gov www.MAsenate.gov

Second Middlesex and Norfolk District

November 20, 2015

Mr. Thomas Holder Department of Public Services Director 155 Village Street Medway, MA 02053.

Dear Mr. Hølder,

I would like to congratulate you and the entire Medway community for securing the Massachusetts Department of Environmental Protection's grant of \$16,000 towards mattress recycling incentives in Medway.

I commend your dedication to the expansion of programs that ensure the health and safety of the community while promoting environmental stewardship.

I would also like to commend the Department of Public Services' efforts to maintain Medway's historic public infrastructure and solid waste removal and recycling programs. I am confident this grant will contribute to vital municipal programs that promote a clean environment and sustainable infrastructure in Medway.

Again, congratulations and I wish you continued success. If I can be of any assistance to you, please do not hesitate to contact Puja Mehta, my District Director at (617) 722-1640 or email at puja.mehta@masenate.gov.

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Warm Regards,

Senator Karen E. Spilka
2nd Middlesex and Norfolk



Commonwealth of Massachusetts • Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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

40 Years Cleaner, 40 Years Greener - MassDEP Celebrates Four Decades of Environmental Progress

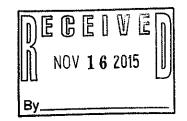
Charles D. Baker Governor

Karyn E. Polito Lieutenant Governor

November 13, 2015

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

Dear Mr. Crowley,



Matthew A. Beaton Secretary

> Martin Suuberg Commissioner

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Medway a Sustainable Materials Recovery Program Municipal Grant. The Town of Medway will receive access to a MassDEP-funded program for the transportation and recycling of residential mattresses.

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 SMRP solicitation, issued April 1, 2015, offered funding to cities, towns and regional entities - as well as certain non-profit organizations that provide services to them - for recycling, composting, reuse and source reduction activities that will increase diversion of municipal solid waste and household hazardous waste from disposal. MassDEP received applications from 92 municipalities, regional groups and non-profits. With \$4.4 million in requested funds, the evaluation and award process was extremely competitive.

The terms and conditions of your grant are outlined in the attached document, which contains key dates and deadlines specific to your award. This information has also been provided to the municipal recycling contact copied below. 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

TOWN OF MEDWAY NOTICE OF GRANT AWARD

DEPARTMENT:	DPS	DATE:	1-Dec-15
PERSON RESPONSIBLE	E FOR GRANT EXPENDITURE:	Tom Holder	
NAME OF GRANT:	Sustainable Materials Recovery Program		
GRANTOR:	Massachusetts Department of Environmental Protection		
GRANT AMOUNT:	\$16,000		
GRANT PERIOD:	Two years from contract execution		
SCOPE OF GRANT/	The purpose of this grant is to provide		
ITEMS FUNDED	materials such as mattresses. These		
	but rather will be paid directly to the p		
	The selected vendor will provide the o	container and hauling	services associated
	with this program.	· · · · · · · · · · · · · · · · · · ·	
IS A POSITION BEING			
CREATED:	No		Miles and the second se
IF YES:	CAN FRINGE BENEFITS BE PAID F	ROM GRANT?	
ARE MATCHING TOWN FUNDS REQUIRED?	No		
IF MATCHING IS NON-M	IONETARY (MAN HOURS, ETC.) PLE	EASE SPECIFY:	
IF MATCHING IS MONE	TARY PLEASE GIVE ACCOUNT NUI TO BE USED:	MBER AND DESCRIF	TION OF TOWN FUNDS
ANY OTHER EXPOSURE	E TO TOWN?		
	No		
IS THERE A DEADLINE I	FOR BOARD OF SELECTMEN APPR	OVAL:	1-Feb-16
APPROVAL SIGNATURE	ES .		
Po. 4 Margare			

AGENDA ITEM #4

Authorization of Chairman to Execute Contract for Urban Renewal Plan – BSC Group - \$78,400

Associated back up materials attached:

- Proposed contract
- RFP (electronic packet only)
- BCS's proposal (electronic packet only)

Proposed motion: I move that the Board authorize the Chairman to execute a contract in the amount of \$78,400 with BSC Group for the development of an urban renewal plan following the approval as to form by Town Counsel and the acknowledgement of sufficient funds by the Town Accountant.



CONTRACT BETWEEN THE TOWN OF MEDWAY and BSC GROUP, INC.

This Agreement is made on this ____ day of _______, 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and <u>BSC Group, Inc.</u> (hereinafter, "Contractor") whereby the Town and Contractor contract for services under the terms and conditions set forth herein. The Medway Redevelopment Authority is responsible for administering the contract.

I. GOODS

Contractor shall provide planning and design services for the preparation of an Urban Renewal Plan for the Oak Grove area pursuant to the Town's specifications. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between the Town and Contractor
- 2) Contractor's proposal
- 3) Request for proposals
- 4) Copies of all required certificates of insurance required under the contract,

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

II. COMPENSATION

The Town agrees to pay the Contractor \$ 78,400.00 for the services delivered pursuant to this contract and according to an agreed upon payment schedule. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Contractor no later than <u>July 31</u>, 2016.

IV. INDEMNIFICATION

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this contract, but only to the extent caused by the negligence, errors or omissions of Contractors or those for whom Contractor is responsible. The duty to defend explicitly shall not apply to claims or alleged claims of professional liability. The Contractor is not relieved of any obligation to indemnify as respects an adjudicated claim.

V. INSURANCE

- (a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with MGL c. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

VI. TERMINATION

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

VII. NOTICES

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

Town of Medway:

Town Administrator Town of Medway 155 Village Street

Account Number

Contractor:	
Name <u>David N. Hayes</u>	
Title President and CEO	
Company <u>BSC Group, Inc.</u>	
Address <u>33 Waldo Street</u>	_
Worcester, MA 01608	
VIII. GOVERNING LAW	
	are governed by the laws of the Commonwealth of
Massachusetts and all other applicable by-lav	ws and administrative rules, regulations and orders.
heirs, executors, administrators, assigns and	own and the Contractor and the partners, successors legal representatives of the Town and the actor shall assign, sublet or transfer any interest in
BSC Group, Inc.	Town of Medway by its Board of Selectmen
(signature)	
By its duly authorized representative	
(print or type name)	
Date:	Date:
Approved as to availability of funds:	Approved as to form:
Town Accountant	Town Counsel

perjury that BSC Group, Inc. is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.			
BSC Group, Inc.			
By its duly authorized representative			
Tax Identification number:			

TOWN OF MEDWAY Medway Redevelopment Authority

REQUEST FOR PROPOSAL

Urban Renewal Plan
Oak Grove Park Area
Medway, Massachusetts

Proposals are due by Monday, September 21, 2015
At 11:00am

REQUEST FOR PROPOSAL OAK GROVE PARK AREA URBAN RENEWAL PLAN MEDWAY, MASSACHUSETTS

The Town of Medway is seeking design and planning services from qualified consultants familiar with the Commonwealth of Massachusetts Urban Renewal Program as it embarks to create an Urban Renewal district for the Oak Grove Park area. Copies of the Request for Proposal may be obtained on or after <u>August 24, 2015</u> on the Town of Medway's website at <u>www.townofmedway.org</u> or by request via email to <u>smercandetti@townofmedway.org</u>. Proposals are due by <u>11:00am on Monday, September 21, 2015</u> at the Community & Economic Development Department, Town of Medway, 155 Village Street, Medway, MA 02053.

The Town of Medway intends to select a consultant on the basis of qualifications and price for the most advantageous proposal. The selected firm will be requested to perform design and planning services commencing in <u>October 2015</u>. The consultant team will provide a detailed scope of work breakdown and a not-to-exceed price estimate based on its price proposal.

The consultant shall complete all work required in accordance with Federal, State, and Local requirements and obtain agency approvals and permits as necessary.

Background

The Urban Renewal Program, a statutory program established by M.G.L. Chapter 121B, was created to assist communities looking to revitalize decadent, substandard, or blighted areas and to encourage sound growth. The Urban Renewal Program provides tools for communities to redevelop deteriorated and blighted areas – designated as Urban Renewal Areas ("URA") – for residential, recreational, educational, commercial, business, industrial or other purposes. Under M.G.L. Chapter 121B, redevelopment within the designated URA must be undertaken in accordance with use limitations specified in an approved Urban Renewal Plan ("URP"). The URP is an application that will be submitted by the Medway Redevelopment Authority to the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD"), for approval. DHCD is responsible for the operation and administration of the Urban Renewal Program.

The selected consultant will be responsible for oversight, preparation, and management of all activities required for this new Urban Renewal Plan. The consultant will work with the Medway Redevelopment Authority (MRA) and will utilize the URP Steering Committee, consisting of a cross-section of stakeholders, as a sounding board and to review activities as may be needed. Ultimately, the consultant will assist the MRA in meeting all requirements set by DHCD, including meeting all criteria for plan approval and other regulatory requirements related to the submission to DHCD in accordance with 760 CMR 12.02.

Proposers must be familiar with the Commonwealth of Massachusetts" Urban Renewal Regulations. The selected consultant will be expected to complete an Urban Renewal Plan that fully complies with DHCD requirements (see http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-12.html).

One contract will be awarded through this Request for Proposal ("RFP") process.

Community Description

The Town of Medway is a suburban community with a population of approximately 13,100 located on the western edge of Norfolk County and bordered by the towns of Holliston, Millis, Milford, Holliston, Norfolk, Bellingham and Franklin. Medway is accessible from Interstate 495 (Exits 18 and 19) and Route 109 runs the length of Medway from east to west. MBTA Commuter Rail to Boston is available nearby in Franklin and Norfolk.

Scope of Services

This Scope of Services identifies the tasks that will provide the products and services necessary for the Town of Medway, through the Medway Redevelopment Authority (MRA), to apply for and receive approval of an Urban Renewal Plan (URP) that is consistent with the requirements of G.L. Chapter 121B. The development of the URP will provide the Town of Medway and the MRA a valuable and powerful tool to facilitate revitalization in the Oak Grove Park area and provide employment and economic development that will benefit the residents of Medway.

The Consultants approach to preparing the URP for Medway's Oak Grove Park shall build on existing information and reports, and focus on developing community consensus for the overall vision and master plan for the Oak Grove Park area, and then to identify the urban renewal activities that will bring that vision to reality. The Consultant shall review and update accordingly the Economic and Market Analysis in the Oak Grove Park Mixed Use Feasibility Study completed in June 2012.

To deliver a successful planning project, the Consultant will complete the following tasks and provide the Town of Medway, through the MRA, with the services and deliverables described below.

1. Pre-Planning: Work Plan, Site Analysis & Community Vision/Master Plan

The purpose of this Pre-Planning Task is for the Consultant to develop a work plan with the MRA and its URP Steering Committee, and Town Staff, including a work schedule, meeting dates, public outreach program and responsibilities; conduct a site analysis for the Oak Grove Park area and identify conditions that would qualify the area for inclusion in the URP; facilitate a community visioning process to achieve a consensus on a Master Plan; and define the Urban Renewal Area (URA). This will be accomplished using the subtasks listed below.

1.1. Work Plan and Site Analysis Tasks

- 1.1.1. Attend kick-off meeting with the MRA and Medway Community & Economic Development staff.
- 1.1.2. Identify key stakeholders including but not limited to town officials, constituency groups/contacts and property owners to include in the planning process.
- 1.1.3. Develop a schedule of meetings. This schedule shall include the following: two public forums; one required public hearing for the URP; four progress meetings with the MRA; and project coordination meetings with the URP Steering Committee and Town Staff as necessary.

- 1.1.4. Participate in an initial meeting with the Massachusetts Department of Housing and Community Development (DHCD) staff to review the plan elements and establish a working dialogue during the process.
- 1.1.5. Identify limits of Urban Renewal Area.
- 1.1.6. Update, collect, assemble, review and summarize existing information, reports, plans and data about the project area with particular attention to the <u>Oak Grove Park Mixed Use Feasibility Study</u> prepared by BSC Group, dated June 2012 ("BSC Report") and available on the Town's website at (http://www.townofmedway.org/Pages/MedwayMA_Bcomm/PlanEcon/oak). Assess the current site characteristics to make a determination of the extent of open blight, decadence and substandard conditions in support of URA eligibility. The limits of the URA may be adjusted based on these data.
- 1.1.7. Compile a photographic inventory of the project area.
- 1.1.8. Prepare site analysis plans showing opportunities and constraints within the study area and key links to other parts of Medway utilizing plans contained in the BSC Report.
- 1.1.9. Prepare base plans for the planning effort utilizing plans contained in the BSC Report.
- 1.1.10. Conduct a market analysis by updating the market trends analysis contained in the BSC Report to determine local and regional market trends, identify market dynamics that will influence long term development opportunities, and identify implementations and marketing strategies.
- 1.1.11. Determine the appropriate design character, essential design features, linkages/connections and related developments.
- 1.1.12. After consideration of Conceptual Plans contained in the BSC Report, propose potential buildout plans for the type, mix and location of proposed uses, open space, parking, circulation and other key features of the revitalization plan including:
 - 1.1.12.1. Define the proposed character of development to respond to market demands as identified in the market analysis.
 - 1.1.12.2. Incorporate design elements, such as treatments at key intersections and gateways, streetscape treatment, and similar items.
 - 1.1.12.3. Define vehicular access, parking and pedestrian circulation.
 - 1.1.12.4. Show and define opportunities for open space and natural resource improvements.
 - 1.1.12.5. Analyze the regulatory context and potential impact of regulatory requirements on the various revitalization actions.

Deliverables:

The information, plus analysis, shall be compiled in a PowerPoint format for presentation at a Public Forum to review the opportunities and constraints and the conceptual Urban Renewal Master Plan. A

second Public Forum will be conducted to present a conceptual master development plan in order to gain public input and plan refinement.

2. Urban Renewal Plan: Draft Document

The Consultant will work with the MRA, the URP Steering Committee, Town Staff and appropriate Town Boards and Committees to finalize the URP boundary to conform to state requirements for an Urban Renewal designation.

The tasks described below are necessary to prepare the URP for the selected project area that meet the requirements of G.L. Chapter 121B. The methodology recommends that separate sections of the report be assembled as technical memorandum to allow for progress review. A complete draft will then be prepared for review and editing, including a checklist for compliance with urban renewal regulations. Once this draft is reviewed by Town Staff, the MRA, the URP Steering Committee, and appropriate Town Boards and Committees, a complete final plan will be prepared for the local and state approval process.

Urban Renewal Plan Tasks

- 2.1. Prepare an Inventory of Site Characteristics. Update and complete the assessment and site characteristics of the area. The collected information will be compiled and mapped by the Consultant in a common format for use as documentation for the URP. Specific categories of inventory and analysis will include the following:
 - 2.1.1. Maps of the area showing existing conditions such as topography, land use, zoning and streets will be created. The Consultant shall use Town maps, GIS data sets, and assessor's information. Property lines and the footprint of existing and proposed buildings and parking areas on each lot will be shown. Existing and proposed land uses, activities, zoning, right-of-way, public rights-of-way, easements, and other activities and will be mapped.
 - 2.1.2. Parcels to be acquired and lots to be created for disposition will be mapped. Buildings to be demolished, rehabilitated, and constructed will be identified and mapped. This information will be determined from meetings with the MRA, the URP Steering Committee, Town staff and appropriate Town Boards and Committees.
 - 2.1.3. Information prepared by other consultants will be reviewed and incorporated into the report as necessary.
 - 2.1.4. The following required plans will be prepared as part of the Plan:
 - 2.1.4.1. Project Boundary and Topography
 - 2.1.4.2. Boundaries of Areas proposed for Clearance
 - 2.1.4.3. Existing and Proposed Property lines, Building Footprints, and Parking Areas (2 plans)*
 - 2.1.4.4. Existing Land Uses and Zoning (2 plans)*
 - 2.1.4.5. Proposed Land Uses and Zoning (2 plans)*

- 2.1.4.6. Existing and proposed Thoroughfares, Public Right-of-ways and Easements (2 plans)*
- 2.1.4.7. Parcels to be Acquired
- 2.1.4.8. Lots to be Created for Disposition
- 2.1.4.9. Buildings to be Demolished, if any
- 2.1.4.10. Buildings to be Constructed
 - *Graphical depiction of information may require 2 plans

The following non-required plans will be prepared as part of the Plan:

- 2.1.4.11. Proposed Redevelopment Plan
- 2.1.4.12. Proposed Public Improvements (open space, utilities, parking, street improvements)
- 2.2. Determine and Affirm the Eligibility of the Plan. Consultant will document studies, analyses, inventories, inspections, and other data gathering methods which demonstrate that the project area is a blighted open area, decadent area, and/or substandard area as defined by G.L. Chapter 121B Section 1. Present justification for public acquisition activities for the area's redevelopment.
- 2.3. Prepare a Statement of Objectives of the Plan. This task will create a formal statement of the objectives to be accomplished by the plan. These objectives will address redevelopment specifications, jobs and site criteria. Discuss the "fit" between the potential redevelopment, the vision/goals of the plan and the objectives of the plan.
 - 2.3.1.Using the recommendations from the Oak Grove Park master plan, Consultant will work with the MRA, the URP Steering Committee, Town staff and other interested parties to develop and overall implementation plan necessary to achieve the URP"s objectives. This implementation plan will identify public and private actions that will lead to the revitalization of the project area. The URP will evaluate specific actions in strategic locations that will forward the objectives of the Plan and encourage private investment.
 - 2.3.2.The Plan will indicate the type and location of proposed uses and the anticipated results in terms of employment, economic development and types of industries.
 - 2.3.3.Design guidelines and zoning provisions that will govern development within the URA consistent with the vision of the Plan.
- 2.4. Prepare a Financial Plan for the Project. The Financial Plan will include the following:
 - 2.4.1.Cost estimates of site preparation and all public improvements will be compiled by the Consultant.
 - 2.4.2.Cost estimates to establish the gross and net project expense will be compiled from estimates, including any land disposition income.
 - 2.4.3.An overall project budget including administrative expenses and reserves for contingencies will be prepared. The final budget will also identify potential funding sources and strategies for securing funding.
 - 2.4.4. Financing strategy for project elements will be prepared identifying costs, sequencing, and likely public and private sources, and incentives, where appropriate.

- 2.5. *Municipal Approval*. Consultant will make presentations at the requisite public hearings. The MRA shall be responsible for conducting the public hearing including the transcripts, securing the requisite municipal approval and certifications with the assistance of the Consultant.
- 2.6. Site Preparation. Consultant will prepare a description of all site preparation actions necessary to prepare sites for redevelopment and/or public improvement, including items such as land protection, measures to address environmental, soil, or topographic problems for the URP area.
- 2.7. Public Improvements. Any public improvements included in the plan will be identified by Consultant including general specifications, general design concept, and how the improvement will help achieve the objectives of the URP.
- 2.8. Acquisition and Relocation. As acquisition and relocation plans have a limited shelf life due to the vagaries of market conditions, the URP will not contain relocation plans for specific properties; however the URP will include a commitment to comply with all federal and state laws and regulations.
- 2.9. *Redeveloper's Obligation*. The Plan will include a description of the obligations which have or will be imposed on redevelopers for construction of improvements.
- 2.10. Disposition. The plan will contain a commitment on behalf of the MRA that the sale or lease of property under G.L. Chapter 121B and G.L. 30B shall be done in accordance with the provisions of the URP and in the best interest of the Town of Medway.
- 2.11. Citizen Participation. Consultant will document the participation of the MRA. The names of all the members will be included along with meeting minutes. Mandatory public hearings will require transcripts or video documentation.

Deliverables:

Graphics and presentation material for a Public Hearing and Draft URP.

3. Plan Approval

Once the URP is in a draft form, the Consultant will work with Town staff to obtain the necessary local approvals from the MRA, Planning Board and Board of Selectmen. Concurrently, meetings with DHCD will be held to review a draft of the plan for preliminary review and comment prior to submitting the final copy for official approval. The Consultant will work with the Town and the MRA in making plan modifications, revisions, and/or providing additional information in response to comments raised by DHCD during the URP review process.

The Municipal Plan approval will consist of the following Certifications and Exhibits:

- 3.1. Declaration of Necessity by the Medway Redevelopment Authority.
- 3.2. Evidence of public hearing by the Board of Selectmen including public hearing notice, hearing minutes, video recording (if available), sign-in/attendee sheet, newspaper accounts.

- 3.3. Local approvals of Board of Selectmen.
- 3.4. Planning Board determination the plan is based on local survey and conforms to the Medway Master Plan.
- 3.5. Evidence of Massachusetts Historical Commission receipt of public hearing notice.
- 3.6. Certification by MRA Counsel that the proposed plan is in compliance with applicable laws.

4. Supporting Documentation

The following exhibits shall be included to demonstrate the URP"s compliance with DHCD required criteria and findings:

- 4.1. References to previous studies, reports and plans relevant to the project area.
- 4.2. Meeting minutes, PowerPoint presentations, photographs, attendee lists, and handouts which document the public engagement process, which are prepared and collected by the Consultant team.
- 4.3. Newspaper articles which document the planning process and public involvement as collected and provided to the Consultant by the MRA.
- 4.4. Letters of support from local businesses, civic organizations, Town Boards, and community groups as collected and provided to the Consultant by the MRA.

5. Preparation of Environmental Notification Form (ENF)

Once the plan is ready for submittal to the State, the Consultant will work with the Town staff to prepare the required Environmental Notification Form for this project. This will include the preparation of a standard Environmental Notification Form and supporting documentation relying on the data collected and plans generated during the preparation of the Urban Renewal Plan. The ENF will be filed with MEPA and the Consultant will attend one review meeting with MEPA Staff and prepare a response to requests for additional information or questions. If during the preparation of the ENF, or during the MEPA review, it is discovered that one or more review thresholds will require additional research or analysis that was not performed in conjunction with the preparation of the URP, the Consultant will identify the additional tasks that are necessary to complete the ENF application or respond to MEPA requests for additional information and outline a recommended strategy or course of action to satisfy the MEPA requirements.

Aerial Overview of Oak Grove Park Area

(Map from the Oak Grove Park Mixed Use Feasibility Study prepared by BSC Group, June 2012)



Submission of Proposals

Proposals shall provide all of the information in this Request for Proposal and attached forms, and may include additional information such as narrative summaries, business brochures, letters of recommendation, etc. The Non-Price Proposals shall be opened by the Director of Community & Economic Development in the presence of one or more witnesses on the submission date. The Price Proposals shall be opened and evaluated at a separate date and time by the Town's Chief Procurement Officer. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. Chapter 30B.

Each proposal will be reviewed based on the comparative evaluation and selection criteria set forth herein before consideration of price. Therefore, all reference to cost must be contained in a separate sealed package marked "Price Proposal" together with Attachment "A" — Price Proposal Form. Any reference in the evaluation document to the cost or financing of this project will be grounds for excluding the proposal from further consideration.

Proposals must be submitted in two sealed packages as outlined below.

A sealed package containing one unbound original, single-sided, of all required documents, and five copies of the Non-Price Proposal, clearly marked as follows:

Medway Redevelopment Authority c/o Director, Community & Economic Development 155 Village Street Medway, MA 02053

RE: RFP Urban Renewal Plan for Oak Grove Park Area - Non-Price Proposal

A sealed package containing one unbound original, single-sided, and five copies of the Price Proposal, clearly marked as follows:

Medway Redevelopment Authority c/o Director, Community & Economic Development 155 Village Street Medway, MA 02053

RE: RFP Urban Renewal Plan for Oak Grove Park Area – Price Proposal

Proposals must be received by _____11:00am on Monday, September 21, 2015 at the Community & Economic Development Department, Town of Medway, 155 Village Street, Medway, MA 02053. In the event Town Hall is closed due to emergency or weather conditions on the proposal due date, proposals will be due at 11:00AM on the next business day during which offices are open.

It is the responsibility of the applicant to ensure that delivery of the proposal is made in a proper and timely fashion. The Town is not responsible for deliveries attempted outside of Town Hall business hours or for any delays in delivery. Proposals received after this date/time will not be considered. Proposals that are not complete, or which contain omissions or irregularities of any kind may be rejected. The Town may, however, waive minor informalities and omissions in the proposal if it decides,

in its sole discretion, that such informality or omission is not prejudicial to the interests of the Town or to fair competition.

Evaluation and Selection Process

The Town reserves the right to accept or reject any or all proposals, whichever is deemed to be in the best interest of the MRA. Proposers may correct, modify or withdraw a proposal by written notice received by the MRA prior to the time and date set as the deadline for submission. Proposals received after this time and date shall not be considered.

Response Submission Requirements

Minimum Evaluation Criteria

Responses that do not meet the Minimum Evaluation Criteria will be excluded from further consideration. The Proposer must include the following information and attachments clearly identified and indexed:

- A. A narrative that describes the respondents approach to the Scope of Services.
- B. A schedule of milestones proposed for completion of the work.
- C. Price shall be submitted on the Price Proposal Form, (Attachment "A") in a separate sealed package.
- D. An executed Certificate Non-Collusion and Tax Compliance
- E. An executed Certificate of Vote of Organization

Comparative Evaluation Criteria

Each proposal that meets the Minimum Evaluation Criteria will be further evaluated on the basis of the Comparative Evaluation Criteria outlined below. Proposers are advised to consider these Comparative Evaluation Criteria when preparing their submission and submit sufficient information under each category to permit the Town to fairly and responsibly rate the proposals.

- A. Experience with development of Urban Renewal Plan in Massachusetts
- B. Experience with development of Urban Renewal Plans in surrounding states
- C. Years of experience in urban design and planning
- D. Qualifications of key staff
- E. Demonstrated ability to complete projects on schedule with excellent deliverables
- F. Quality and depth of proposal

The comparative criteria will be evaluated by use of four rating categories as set forth by M.G.L. Chapter 30B: Highly Advantageous, Advantageous, Not Advantageous, and Not Acceptable and further described on the following page.

	Criteria	Highly	Advantageous	Not	Not
		Advantageous		Advantageous	Acceptable
A.	Experience in	Evidence of	Evidence of	Evidence of	Does not include
	successfully	successful	successful	successful	any evidence of
	completing projects	completion of at	completion of at	completion of at	previous projects
	of similar size, scope	least three similar	least two similar	least one similar	completed in the
	and complexity in	projects in the past	projects in the past	project in the past	past five years.
	Massachusetts.	five years.	five years.	five years.	
B.	Experience in	Evidence of	Evidence of	Evidence of	Does not include
	successfully	successful	successful	successful	any evidence of
	completing projects	completion of at	completion of at	completion of at	previous projects
	of similar size, scope	least five similar	least three similar	least one similar	completed in the
	and complexity in	projects in the past	projects in the past	project in the past	past five years.
	New England or	five years.	five years.	five years.	
	surrounding states.				
C.	The number of years	The firm has ten or	The firm has	The firm has fewer	Information
	that the Proposer's	more years of	between five and ten	than five years of	provided is
	firm has operated in	experience	years of experience	experience	insufficient to
	the field(s) of urban	consulting with	consulting with	consulting with	make a
	design and planning.	municipalities on	municipalities on	municipalities on	determination.
		projects of similar	projects of similar	projects of similar	
		size and scope.	size and scope.	size and scope.	
D.	Qualifications of key	Resumes reflect	Resumes reflect	Resumes reflect	Information
	staff within the	exceptional	moderate	minimal	provided is
	field(s) of urban	qualifications of key	qualifications of key	qualifications of key	insufficient to
	design and planning.	staff with field(s) of	staff with field(s) of	staff with field(s) of	make a
		urban design and	urban design and	urban design and	determination.
_	<u> </u>	planning.	planning.	planning.	5.6
E.	Proposer has	At least five	At least three	At least one	References were
	demonstrated the	references indicate	references indicate	reference indicates	unavailable or
	ability to complete	that projects were	that projects were	that projects were	non-responsive.
	projects on a timely	completed on schedule or with	completed on	completed on	
	basis and to provide excellent	minimal delays	schedule or with minimal delays	schedule or with minimal delays	
	deliverables.	attributable to the	attributable to the	attributable to the	
	deliverables.	proposer and that	proposer and that	proposer and that	
		project deliverables	project deliverables	project deliverables	
		were excellent.	were excellent.	were excellent.	
F.	The quality and depth	All tasks are	All tasks are	Some tasks are not	Many tasks are
١.	of the proposal and	thoroughly	thoroughly	thoroughly	not thoroughly
	technical approach to	addressed within the	addressed within the	addressed within	addressed within
	the Scope of Services.	proposal. Proposer's	proposal. Proposer's	the proposal.	the proposal.
	and deepe of dervices.	responses to tasks	responses to tasks	Proposer's	Proposer's
		are clear, thorough,	are adequate.	responses are not	responses are not
		and timely.		clear, thorough, and	clear, thorough,
				timely.	and timely.
			l	v.	and chilely.

Proposal Evaluation Criteria

Each member of the proposal evaluation team shall review and assign a rating to each non-price proposal, in accordance with the rating evaluation criteria specified above.

Depending on the number and quality of proposals, interviews may occur with all of the proposers whose non-price proposals meet the minimum criteria specified in this request for proposal or up to three selected finalists. Interview performance will be rated in accordance with the criteria specified in this request for proposal. All interviews will be conducted as part of a posted public meeting. To best evaluate each finalist, key personnel listed in the proposal for each finalist must attend and participate in the interview.

Rule of Award

The Town's Chief Procurement Officer shall determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration the ranking of proposals by the proposal evaluation team and price proposals.

Attachments:

- A. Price Proposal Form
- B. Certificate of Vote of Organization
- C. Certificate Non-Collusion and Tax Compliance
- D. Town of Medway Sample Contract

PRICE PROPOSAL

*To be submitted in a separate sealed package and clearly marked "Price Proposal."

The undersigned hereby submits the attached Response to the Medway Redevelopment Authority in response to the Request for Proposal – Urban Renewal Plan Oak Grove Park Area dated <u>August 2015</u>.

Proposers Name:	
Owner Name (if different from Proposer):	
Address:	_
Phone Number:	
Email:	_
Fax Number:	-
The price proposal form must include the following information:	
Proposed Contract Price: \$	_ (Not to Exceed)
Amount in Words	
Project Budget	
Pre-Planning – Work Plan, Site Analysis & Community Vision/Ma a. Public Forum 1 b. Bublic Forum 2	ster Plan
 b. Public Forum 2 2. Drafting the Urban Renewal Plan a. Tasks 2.1 through 2.2 	
b. Tasks 2.3 through 2.11 3. Plan Approval	
4. Supporting Documentation	
5. Preparation of Environmental Notification Form (ENF)	
6. Expenses (travel, printing, postage, production costs)	
Total	
Signature of Proposer	Date
Name (Print):	

CERTIFICATE OF VOTE OF ORGANIZATION

As a duly authorized meeting of	of the Board of Di	rectors of the _		
			(nar	ne of corporation)
held on(date)	, at which a q	uorum was pre	esent and acting	throughout, Directors were
nresent or waived notice it wa	as voted that			of this
present or waived notice, it wa			(name and t	itle)
organization be and hereby is behalf of said organization, an upon this organization. A TRU	d affix its Corpor	ate Seal theret	o and such acti	
		Place of Busin	ness:	
I hereby certify that I am the _		of		
I hereby certify that I am the _	(Title)		(Name of Or	ganization)
that	is the o	duly elected		of said company,
(Name of Officer)			(Title)	
and the above vote has not be	en amended or r	escinded and r	emains in full fo	orce and effect as of the date
of this contract.				
	Signati	ure:		
	Name/	/Title:		
(Corporate Seal)	Date:			
COMMONWEALTH OF MASSA	CHUSETTS, SS			, 20
Then personally appeared the Instrument to be his/her free a			and a	acknowledged the foregoing
		NOTARY PUB	LIC	
		My commissi		

CERTIFICATE NON-COLLUSION AND TAX COMPLIANCE

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or Federal Identification Number
Company Name
Printed Name of Signer
Signature

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to M.G.L. Chapter 30B.

CONTRACT BETWEEN THE TOWN OF MEDWAY and

This Agreement is made on this day of, 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and (hereinafter, "Contractor") whereby the Town and Contractor contract
for services under the terms and conditions set forth herein. The Medway Redevelopment Authority is responsible for administering the contract.
I. GOODS
Contractor shall provide [insert scope of services or goods] pursuant to the Town's specifications. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:
 This agreement between the Town and Contractor Contractor's proposal Request for proposals
4) Copies of all required certificates of insurance required under the contract,
EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.
II. COMPENSATION
The Town agrees to pay the Contractor \$ for the services delivered pursuant to this contract and according to an agreed upon payment schedule. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.
III. TIME FOR PERFORMANCE
All services pursuant to this contract shall be delivered by the Contractor no later than
IV. INDEMNIFICATION
The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this contract. The Contractor hereby releases the Town from any claim for liability by itself or a

subcontractor, officer, agent or employee.

V. INSURANCE

- (a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

VI. TERMINATION

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

VII. NOTICES

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

Town of Medway:

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

Contractor:		
Name	 	
Title		
Company		
Address		

VIII. GOVERNING LAW

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

IX. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

	Town of Medway by its Board of Selectmen
For By its duly authorized representative	
Date:	Date:
Approved as to availability of funds:	Approved as to form:
Town Accountant	Town Counsel
Account Number	
Pursuant to General Laws Chapter 62C Section 49 pains and penalties of perjury that [insert name Commonwealth relating to taxes, reporting of en remitting child support.	of Contractor] is in compliance with the laws of the
For By their duly authorized representative	
Social Security number or Tax Identification num	ber:
General Contract for Goods-Services	

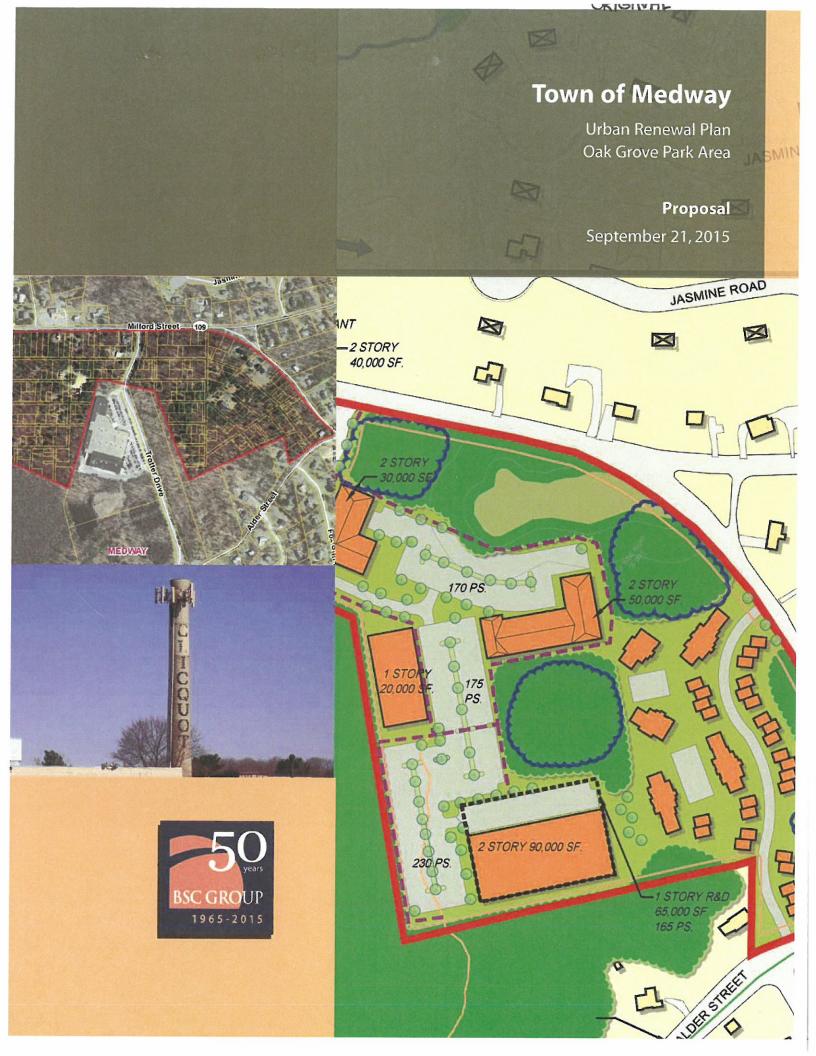


Table of Contents

Letter of Transmittal

Section 1: Experience and Qualifications

Section 2: Project Understanding, Approach, and Scope

Section 3: Staff Qualifications

Forms

- Certificate of Vote of Organization
- Certificate of Non-Collusion and Tax Compliance





September 18, 2015

Ms. Stephanie Mercandetti Director of Community & Economic Development Department Town of Medway 155 Village Street Medway, MA 02053

RE: Proposal for Design and Planning Services for Oak Grove Park Area Urban Renewal Plan

Dear Selection Committee:

BSC Group is pleased to submit our qualifications and cost estimate for the preparation of an Urban Renewal Plan for the Oak Grove area of Medway, also known as the "bottle cap lots." Having worked closely with the Town of Medway in the preparation of the Oak Grove Feasibility Study, BSC has a detailed grasp and thorough understanding of the subject area, its ownership, natural features, infrastructure availability, and has hosted numerous public forums to identify issues and concerns. The Oak Grove area has the demonstrated potential to increase Medway's economic base, employment opportunities, and municipal revenue

One of the major impediments for the development of the Oak Grove Area has been the fragmented ownership pattern resulting from local bottler, Clicquot Club's "bottle cap" property marketing campaign back in the 1920s. While over the years the Town has taken title to many of the parcels, site assemblage has remained elusive. BSC is eager to help the Town move forward and take advantage of the development potential identified in the feasibility study and to overcome the barriers posed by the fragmented ownership. An Urban Renewal Plan will serve as a means to refine and implement the development vision for the Oak Grove area and to overcome the development obstacles.

BSC is a recognized leader in the preparation of Urban Renewal Plans, having authored numerous plans in the past five years as outlined in our qualifications summary. This expertise, combined with our intimate knowledge and existing database of the Oak Grove area, allows BSC to leverage the previous work performed for the Oak Grove area for the preparation of an Urban Renewal Plan. To enhance our qualifications for the Town of Medway's project, we have enlisted the expertise of Ninigret Partners for Market Analysis, Leon Boudreau for real estate valuation and Steve Mollica for relocation services.

Thank you for your consideration of our proposal. We would welcome the opportunity to provide a presentation of our approach and qualifications for this project. Please contact me at 617-896-4340 or dhayes@bscgroup.com if you would like to discuss the project further.

Sincerely,

BSC Group, Inc.

David N. Hayes, PE, LEED AP President and CEO **5**0

33 Waldo Street Worcester, MA 01608

Tel: 508-792-4500

Fax: 508-792-4509

www.bscgroup.com

800-288-8123

Engineers

Environmental Scientists

GIS Consultants

Landscape Architects

Planners

Surveyors

Section 1: Experience and Qualifications

BSC Group Project Team

BSC is comprised of dynamic, experienced, professionals to support the Medway Redevelopment Authority in establishing its organizational structure and work agend a for supporting economic development.

BSC Group

- Prime consultant
- Planning
- Civil engineering
- Infrastructure assessment
- Public participation
- Final report and action plan

Ninigret Partners

- Economic analysis
- Market strategy

BSC's Planning Approach Balances Innovative Vision with Economically and Technically Feasible Planning Solutions

The Town of Medway is putting significant effort into the revitalization of the Oak Grove area. The Town should be commended for taking the initiative to make improvements that will lead to economic development and employment opportunities, and foster the transformation of the bottle cap lots site into a prosperous and thriving area that generates new revenue for the Town.

Having completed the feasibility study for the Oak Grove site's capacity to accommodate an economically and environmentally sustainable development consistent with the Commonwealth's Smart Growth Principles, BSC is particularly well prepared to assist the Town in developing and gaining approval of an Urban Renewal Plan. BSC has qualified urban planners specializing in providing comprehensive solutions to challenging urban site planning and development projects. BSC emphasizes a balanced approach to problem solving that is imaginative yet solution-minded, concentrating on realistic economic expectations and maintenance of a long-term perspective that is financially sustainable.

Key to our qualifications for providing consulting services to the Medway Redevelopment Authority for this project is our experience providing planning services that have guided other communities in economic development, urban renewal and other urban revitalization efforts. Representative municipal planning clients include Brockton, Everett, Gardner, Hatfield, New Bedford, Pittsfield, Quincy, Taunton, Walpole, and Worcester to name a few. We also have experience working with private developers and offer a balanced perspective of the issues that attract or deter private investment.

Benefits we can offer the Medway Redevelopment Authority (MRA) include:

- Multi-Disciplinary project team with expertise in economic development, revitalization, and the urban renewal plan process
- Exceptional experience in similar redevelopment projects
- Provision of strategic advice and guidance to redevelopment authorities
- Engaging, responsive public participation process
- References to attest to our expertise and ability to meet project goals

Multi-Disciplinary Project Team with Expertise in the Urban Renewal Plan Process

The development and approval process for the Urban Renewal Plan is a multi-faceted undertaking that involves the talents of diversely-qualified professionals. BSC will use our in-house team of planners, civil engineers, and GIS specialists, as well as our team firm Ninigret Partners, an industry-leading market analyst to help the Medway Redevelopment Authority(MRA) develop an Urban Renewal Plan. In the following paragraph, we describe team firm Ninigret Partners, as known to the MRA through the Oak Grove Feasibility study project.





BSC and Ninigret Partners have teamed for a variety of planning projects and have a strong record of effective collaboration, including the preparation of an industrial park analysis and master plan for the Town of Hatfield, shown above.





BSC Group led the of Urban Renewal Plan process in both the Cities of Gardner and Quincy.

Ninigret Partners

BSC Group will be joined by Ninigret Partners, LLS (Ninigret) for their practical ability to conduct economic market assessments and formulate implementation strategies. Kevin Hively, President of Ninigret Partners, will be representing the firm on our team. Ninigret Partners has four interrelated business segments: corporate business strategy; economic development services; public affairs policy development agency relations; and marketing services.

BSC and Ninigret frequently team for planning efforts, including recent collaboration for the preparation of two Urban Renewal Plans in Gardner, as well as the planning of industrial parks in Hatfield and Walpole.

Leon Boudreau and Steve Mollica

BSC has also included Leon Boudreau to provide real estate valuation services, and Steve Mollica to provide relocation services for the Oak Grove Park Urban Renewal Plan project. Their resumes can be found at the conclusion of Section 3 of this proposal.

Exceptional Experience in Similar Urban Revitalization Projects

BSC has had the opportunity to assist many communities in the visioning, planning, and implementation of improvement programs for 50 years. Our experience with master planning and urban renewal planning ranges from small site-specific areas to large downtown and industrial areas, to special city-designated districts. Critical to our success has been our commitment to working with local residents, businesses, and stakeholders to develop plans that are responsive to their needs and vision for their communities' redevelopment. Notable to the Medway Redevelopment Authority is our experience supporting the growth and rehabilitation of downtown areas in such communities as Brockton, Gardner, Pittsfield, Quincy, and Worcester.

Successful redevelopment efforts must reflect the community's spirit and identity while laying the framework for economic growth. BSC has assisted many municipalities in their economic redevelopment efforts that invite increased commerce while preserving the community's history and character. For example, BSC was retained by the City of New Bedford to create a vision for the revitalization of the historic industrial area known as the Hicks Logan Sawyer District. BSC developed the concepts in the vision plans to serve as a revitalization blueprint for this historic industrial area. The resulting plan blends public infrastructure investment with private development (including residential, commercial, retail, and industrial) creating the potential to attract new jobs to the City, increase surrounding property values, as well as contributing to the City's tax base.



Section 1: Experience and Qualifications



Working for MassDevelopment, BSC evaluated existing conditions including traffic volume counts, roadway geometry data, intersection capacity analyses, and safety analyses; prepared 5-year projections; and, recommended improvements to enhance traffic operations for future economic development in the Town of Littleton.



BSC conducted a site assessment / infrastructure analysis for real estate served by the Route 3 corridor between Burlington and Lowell.

Importantly, BSC recognizes that plans must carefully balance innovative ideas with pragmatic solutions that can be funded and implemented. BSC successfully guides the planning process to assure that it addresses such issues as regional economic conditions, environmental constraints, existing infrastructure, and available funding resources to assure that the development of planning documents will be just the first step in the revitalization process. In Gardner, BSC conducted an existing conditions inventory and analysis of selected parcels and building exteriors for a downtown target area which was identified by the Gardner Urban Renewal Steering Committee as a vital area for concentrating revitalization efforts. The exterior survey covered 102 buildings located within a subarea consisting of 130 parcels. Parcels were evaluated for their physical features, such as the availability of parking, access to infrastructure (electrical, gas, water), and overall site conditions. Using this information, BSC was able to accurately quantify costs associated with development and propose alternative plans and public improvements that both maximize the City's financial resources and reflect realistic options.

BSC's redevelopment experience incorporates a full range of planning services, including public participation, visioning, and conceptual planning. We have provided these services to several communities and are also assisting many of them as they move from planning through to design and construction phases. Nearly all of our planning projects are founded on furthering the refined goals of the community. We are adept in preparing attractive graphics and visual aids to communicate, inspire, and reflect the vision of residents and project stakeholders.

Examples of our work relevant to the Medway Redevelopment Authority are highlighted in the table on the following pages. To facilitate the Authority's review of our proposal, we provide information on our record with urban renewal planning, public participation, and collaboration with other agencies and departments.



Project Name & Location	Location	Project Summary			
Oak Grove Feasibility Study Medway, MA		BSC is providing planning and assessment services for a mixed use feasibility study for the Oak Grove site's capacity to accommodate an economically and environmentally sustainable development that is consistent with the Commonwealth's Smart Growth Principles. The project involved assimilating existing conditions information, including environmental and regulatory/zoning	Urban Renewal Plan	Public Participation	Coordination/ Collaboration
Completion Date: 2012		to develop alternative plans and ultimately select a preferred concept plan. BSC Group will assist in the community benefits and fiscal impact assessment, as well as the determination of proposed public initiatives and capital improvements necessary for site development. The town has created a Redevelopment Authority and is considering an Urban Renewal Plan.		>	 MassDevelopment Planning Board Economic Development Committee
Gardner Urban Renewal Plan Gardner, MA Completion Date: 2011		Working with citizens, stakeholders, and city officials, BSC developed and implemented a revitalization plan through the development of an Urban Redevelopment Area (URA) Plan to improve the downtown area to reestablish historic vitality and provide enhanced opportunity for urban economic development, improved quality and diversity of housing, and increased livability and amenities with additional open space and recreation options. Gardner's URA contains a wide range of urban elements - residential, commercial, industrial and recreational - and proposed URA activities were grouped within "concentration areas" including zoning and policy, transportation, mixed-use analysis, housing, business and historic structures.	>	>	 DHCD Gardner Redevel- opment Authority City Council Office of Planning & Development MEPA
Mill Street Urban Renewal Plan Gardner, MA Completion Date: 2012	Section of the sectio	BSC prepared an Urban Renewal Plan for an underutilized historic area in the City of Gardner. The project included a market analysis, as well as a detailed assessment of existing site conditions and infrastructure. Based on feedback gleaned through outreach to property owners and stakeholders, the project included the preparation of a master redevelopment plan and a pathway for redevelopment. The process culminated with the approval of an Urban Redevelopment Plan.	>	>	■ DHCD ■ Gardner Redevel- opment Authority ■ City Council ■ Office of Planning & Development ■ MassDevelopment ■ MA DEP
Lower Broadway Urban Renewal Plan Everett, MA Completion Date: Ongoing		BSC Group is working with the City of Everett and its newly formed redevelopment authority to develop and submit for approval an Urban Renewal Plan to revitalize the Lower Broadway District from its current substandard, decadent and blighted area to an opportunity for economic development attracting private investment. Project elements are focused on creating a plan and implementation pathway which fosters a strong identity and image, access to riverfront recreational opportunities, a high quality of life, diverse mix of uses and transportation modes, commercial and industrial job opportunities, as well as business opportunities for economic development, and increases to the city's tax base.	>	>	■ DHCD ■ Everett Redevelopment Authority ■ City Council



	BSC Group worked with the City of Quincy to develop an Urban Revitalization Plan. With guidance from a robust public engagement process and a detailed assessment and analysis of exiting conditions, including zoning, infrastructure, building conditions, parking and traffic, BSC developed a plan and strategy to achieve the revitalization vision. Beginning this transformation is a targeted urban renewal strategy to redevelop two major city-owned parking facilities into mixed-use developments, and recommendations for other actions to enhance the pedestrian environment, create new open spaces and attract new commercial development to Quincy Center. BSC worked with the Southbridge Redevelopment Authority to help them prepare an urban ervitalization plan to redevelop their downtown area. BSC first worked with the town to prepare a vision for the future of the entire downtown area. From that vision evolved a definable urban renewal area and resulting Urban Renewal Plan. Elements of the plan will include housing, a new trailhead park for the bike trail, roadway improvements, a parking structure that will also provide access to the underutilized floors of abutting buildings, a new fire station, a riverfront park, preservation of historic buildings, and streetscape improvements. BSC also helped the town identify potential funding sources for the recommended actions. BSC Group prepared a strategic plan and achievable vision for the revitalization of an important downtown neighborhood under the Urban Renewal Plan guidelines and funding program.	Renewal Plan	Public Participation	
	the developments, and recommendations for other actions to enhance the pedestrian nent, create new open spaces and attract new commercial development to Quincy Center. Red with the Southbridge Redevelopment Authority to help them prepare an urban tion plan to redevelop their downtown area. BSC first worked with the town to prepare or the future of the entire downtown area. From that vision evolved a definable urban area and resulting Urban Renewal Plan. Elements of the plan will include housing, a new park for the bike trail, roadway improvements, a parking structure that will also provide the underutilized floors of abutting buildings, a new fire station, a riverfront park, preserhistoric buildings, and streetscape improvements. BSC also helped the town identify funding sources for the recommended actions. Up prepared a strategic plan and achievable vision for the revitalization of an important m neighborhood under the Urban Renewal Plan guidelines and funding program.	> >	>	Coordination/ Collaboration
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	up prepared a strategic plan and achievable vision for the revitalization of an important nn neighborhood under the Urban Renewal Plan guidelines and funding program.		>	■ DHCD ■ Southbridge Redevelopment Authority ■ Citizen Advisory Committee ■ Downtown Business Partnership
	Elements of the plan include recommendations for a new live/work environment, including a linear greenway along the river that will link together traditional residential space with mixed-use space, including office, retail and waterfront industrial uses. Critical to BSC's planning approach was an interactive public outreach process that invited the ideas of local residents to help plan facilities that will be used and enjoyed by the greater community.	>	>	■ DHCD ■ Department of Planning and Development ■ Citizen Advisory Committee
Completion Date: Gordon are ongoing of the Wor	Working with the Worcester Redevelopment Authority, BSC is preparing an Urban Renewal Plan to foster the revitalization of the downtown Theatre District and the adjacent Wegman Gordon former industrial area. The Theatre District Urban Renewal Plan seeks to build upon and leverage the successful renovation of the Hanover Theatre to add vitality and vibrancy to the downtown. The adjoining Wegman Gordon area is positioned between the Theatre District and the Canal District, which is undergoing a locally grown renaissance. The redevelopment of the Wyman Gordon area, which has been vacant and dormant, is a critical component in the revitalization of the Worcester Downtown.	>	>	■ DHCD ■ Worcester Redevelopment Authority ■ City Council
Sawyer District Master Plan New Bedford, MA Completion Date: 2008 BSC was re District Mathe revitalian and the revitalian and of the exist residential, public part	BSC was retained by the City of New Bedford to prepare the Hicks-Logan-Sawyer District (HLS District) Master Plan, an effort that was initially undertaken as an Urban Renewal Plan process for the revitalization of this historic industrial area. Key components of the master plan include a new marina and rowing facility on the Acushnet River, public parks, the Ice House, and an extension of the existing roadway grid pattern, a new riverfront road, and a mix of land uses including residential, commercial, retail, and industrial. The project involved transportation planning, public participation, zoning and development of an Interim Planning Overlay District (IPOD).		>	■ Planning Department ■ Economic Development Commission ■ City Council

Project Name & Location	Location	Project Summary			
Myles Standish Industrial Park Master Plan Taunton, MA		The City of Taunton, in partnership with the Taunton Industrial Development Commission, retained BSC and our team of financial planners and architects to perform an assessment of existing site and building conditions as well as a thorough market study to identify marketable uses for the site. BSC recommended a range of appropriate uses and created development alternatives that maximize the use of the land and building area to capture potential new businesses while	Urban Renewal Plan	Public Participation	Coordination/ Collaboration
Completion Date: Ongoing		addressing a host of issues such as environmental, traffic, parking, access, building reuse, abutter concerns, and image. The project area has the potential to attract new jobs to the city, increase its contribution to the city's tax base, and expand on the Commonwealth's success in the life sciences industry. MassDevelopment has since retained BSC to contribute to plan implementation.		>	 MassDevelopment Executive Office of Housing and Economic Development City Council Planning Board
Business / Technology Park Feasibility Study Hatfield, MA Completion Date:		BSC Group conducted a feasibility study for the development of a 62+/- acre industrial zoned site as a technology/business park. The site is located adjacent to Pan Am Rail line and is also easily accessible to Interstate 95. Working with the Redevelopment Authority, BSC prepared a series of alternative development plans and implantation strategies. The Study explored various development pathways and options available for the implementation of the preferred plan.		>	 Hatfield Redevelopment Authority Board of Selectman man
Route 1A Industrial Park Feasibility Study Walpole, MA Completion Date: 2011		BSC conducted a feasibility study to examine the economic development potential of certain properties along Main Street in Walpole. The project involved a market analysis including a survey of the industrial/commercial sectors within a 50-mile radius of the site and an analysis of current market conditions to prepare a fiscal impact analysis that examined employment changes, property value changes, and associated community benefits of proposed build-out alternatives. BSC then provided high-level identification of funding sources to begin site assembly and develop a marketing strategy for the town. The project also involved a zoning/regulatory analysis element that evaluated existing regulations for compatibility with the preferred development alternative and recommended revisions that may be necessary for future implementation.		>	■ EOHED ■ Economic Development Commission ■ Planning Board
South Worcester Industrial Park Master Plan Worcester, MA Completion Date: Ongoing		BSC prepared a master plan for the redevelopment of 47 acres of industrial land within the Worcester Main South neighborhood. Recommendations included significant infrastructure improvements to attract private development. Key to the redevelopment planning effort was the identification of grant funding to support implementation. More than \$2.25 million in funding has been used to provide infrastructure improvements, with Phase II roadway improvements, designed by BSC Group, recently completed. The South Worcester Industrial Park project was initially envisioned as an Urban Renewal Plan; however, during the course of the project, the City chose not to pursue plan approval. BSC continues to provide periodic updates to the master plan.		>	■ Worcester Department of Economic Development





BSC regularly facilitates public meetings and visioning workshops to involve community and municipal groups.



BSC Group worked with the City of New Bedford to develop a vision and master plan for the Hicks Logan Sawyer district.

Provision of Strategic Advice to Redevelopment Authorities

Project Manager Russ Burke is a recognized economic development professional with decades of experience assisting redevelopment authorities and municipalities. In addition to assisting the MRA, Mr Burke has provided guidance to other newly formed redevelopment authorities including his work in the Town of Hatfield, MA. This involved the evaluation of the redevelopment potential of various sites, local capacity building, the formulation of implementation strategies and development pathways, and establishing priorities. Additionally, Mr. Burke has provided services to redevelopment authorities in the preparation of many urban renewal plans.

Engaging, Responsive Public Participation Process

Integral to the success of any development project is the meaningful incorporation of community and municipal goals. BSC regularly facilitates public meetings and visioning workshops to invite the community and municipal groups to share their thoughts and ideas.

Central to our success is our ability to communicate with key stakeholders without the use of technical jargon that many people may find to be off-putting. We explain technical concepts in easily understandable terms that encourage participation from the entire community. Additionally, we prepare exciting, colorful graphics that help participants visualize future improvements and serve as the inspiration for their own suggestions. We also provide examples of what other municipalities have done to help redevelop similar sites. This often gives participants ideas of how they can implement change in their own community.

For instance, BSC Group led the planning effort for the redevelopment of the Hicks Logan Sawyer district, a 95-acre riverfront district in New Bedford. The project was intended to redevelop a historical industrial district to provide economic development opportunities within the city. To incorporate the vision of the community in the design process, BSC conducted a public participation process that involved a Citizens Participation Committee, focus groups, and public meetings to create an open dialogue. The process involved the development of a variety of concepts, accompanied by sketches, diagrams, and virtual "before and after" images to help residents visualize potential improvements and determine consensus on the redevelopment plan for their community.

References Attest to Our Expertise and Ability to Meet Project Goals

BSC is proud of our record of service to our municipal and industrial clients. We urge the Medway Redevelopment Authority to contact the following references to learn more about our creative solutions, as well as our record of timely, on-budget performance. Descriptions of these projects can be found in our experience table beginning on page 4.



"This is one of the best urban renewal plans that I've read, especially Project Objectives. Thank you very much. I will use it as an example for other communities."

 Recent feedback from DHCD Project: Gardner Master Plan and Urban Renewal Area and Mill Street Urban Renewal Plan, Gardner, MA

Contact: Trevor Beauregard

Gardner Dept of Planning and Community Development

978-630-4014

tbeauregard@gardner-ma.gov

Project: Myles Standish Industrial Park Master Plan, Taunton, MA

Contact: Ms. Mike Mitchell

Vice President of Planning and Development, MassDevelopment

978-784-2928

mmitchell@massdevelopment.com

Project: Route 1A Industrial Park Feasibility Study, Walpole, MA

Contact: Stephanie Mercandetti

Director, Community & Economic Development

(508) 321-4918

smercandetti@townofmedway.org

Project: Lower Broadway Urban Renewal Plan, Everett, MA

Contact: Tony Sousa

Director of Planning and Development

617-544-6033

tony.sousa@ci.everett.ma.us

Project: Business/Technology Park Feasibility Study, Hatfield, MA

Contact: Mr. Edward W. Lesko, Jr.

Board of Selectmen

Hatfield Redevelopment Authority

Town of Hatfield

59 Main Street

Hatfield, MA 01038

413-247-9383

edlesko@townofhatfield.org

BSC: Highly Advantageous Qualifications to Meet All Selection Criteria

BSC Group meets all of the selection criteria outlined in the rfp for a highly advantageous rating. For more details on how we meet this criteria, please refer to the table on the following page.



Criteria	Highly Advantageous Rating	BSC Response
A. Experience in successfully completing projects of similar size, scope and complexity in Massachusetts.	Evidence of successful completion of at least three similar projects in the past five years.	BSC Group has completed five Urban Renewal Plans in Massachusetts within the past five years: - Gardner Urban Renewal Plan, Gardner, MA - Mill Street Urban Renewal Plan, Gardner, MA - Lower Broadway Urban Renewal Plan, Everett, MA - Quincy Center Urban Renewal Plan, Quincy, MA - Southbridge Urban Renewal Plan, Southbridge, MA More information can be found in the project table beginning on page 4 of this section.
B. Experience in successfully completing projects of similar size, scope and complexity in New England or surrounding states.	Evidence of successful completion of at least five similar projects in the past five years.	As listed above, BSC Group has completed five Urban Renewal Plans in New England within the past five years. More details regarding these plans can be found on the project table beginning on page 4 of this section.
C. The number of years that the Proposer's firm has operated in the field(s) of urban design and planning.	The firm has ten or more years of experience consulting with municipalities on projects of similar size and scope.	BSC Group has more than 20 years of experience providing consulting services with municipalities on projects of a similar size and scope to the Oak Grove Park area Urban Renewal Plan project.
D. Qualifications of key staff within the field(s) of urban design and planning.	Resumes reflect exceptional qualifications of key staff with field(s) of urban design and planning.	Our proposed team is composed of highly qualified professionals, including three registered planners and one urban designer, as well as engineers, landscape architects, market analysis specialists, environmental scientists, transportation engineers, and GIS specialists, many of whom are also registered professionals in their respective fields. Furthermore, the team is uniquely qualified for this project, as many of them worked together on the Oak Grove Feasibility study project for the Town of Medway.
E. Proposer has demonstrated the ability to complete projects on a timely basis and to provide excellent deliverables.	At least five references indicate that projects were completed on schedule or with minimal delays attributable to the proposer and that project deliverables were excellent.	We have included our reference contact information on the previous page. We encourage the Town of Medway and the Medway Redevelopment Authority to contact them as they can attest to our ability to complete projects on schedule with excellent project deliverables.
F. The quality and depth of the proposal and technical approach to the Scope of Services.	All tasks are thoroughly addressed within the proposal. Proposer's responses to tasks are clear, thorough, and timely.	We have addressed each task item and our responses to tasks are clear, thorough, and timely. Additionally, we have provided recommendations that may help the Town.



Section 2: Project Understanding, Approach, and Scope

Project Understanding

The Oak Grove Park Area (the site) is a butterfly-shaped area located on the south side of Milford Street (Route 109) in Medway. The site is bisected by Trotter Drive, which serves the Medway Industrial Park area south of the site. The site is known as the Oak Grove Bottle Cap lots. The Bottle Cap lots derive their name from a 1920's marketing promotion by Clicquot Club, a now defunct soft drink manufacturer founded in nearby Millis, which awarded the parcels to customers with winning bottle caps.

The site is approximately 44.47+/- acres, and is situated just southeast of the Route 495/Route 109 interchange in Milford. The site is separated by Trotter Drive with approximately 20.68 acres to the west and 23.79 acres to the east. There are in excess of 1,000 separate "Bottle Cap Lots' in Oak Grove Park

Owing to its strategic location and its proximity to Interstate 495 and the regional highway network, the area is host to many businesses providing local and regional commercial and employment opportunities. Despite the locational advantages, the Oak Grove Park Area has a mixed redevelopment track record relative to other nearby locations. Development and redevelopment initiatives in Oak Grove Park have been stymied by environmental concerns, fragmented land ownership, market uncertainty, current zoning, and a lack of clear public policy. The Urban Renewal Plan will provide a balance of land use and public realm initiatives to guide the future evolution of Oak Grove Park into an economically vibrant and vital area.

The Town of Medway seeks to take the necessary steps to reposition the Oak Grove Park Area by integrating land use and infrastructure planning to respond to market demand and address the issues hindering redevelopment. The successful balance of land use and public infrastructure planning will not only foster the area's role as an economic driver but will create a sense of place within the Town of Medway and the region. BSC proposes to work with Town officials and community stakeholders to develop a viable strategy that builds upon past work and helps to define a future vision for the area by providing the implementation tools for its realization.

The purpose of the Urban Renewal Plan is to position the area trends that affect the economic and physical landscape. Results will include a property assemblage, emphasis on circulation, infrastructure improvements, zoning and land use. Local transformative initiatives and public/private partnerships will be explored as ways to support its evolving role as an economic engine for the Town.



Project Approach

BSC and Ninigret Partners previously worked with the Medway Planning Board in the preparation of the Oak Grove Park Mixed Use Feasibility Study completed in 2012. The project team from BSC remains intact and brings deep understanding of Oak Grove Park, its history, the ownership issues, the neighborhood concerns, and the Town's vision. BSC intends to leverage its previous project knowledge with its extensive Urban Renewal Planning expertise and experience to realize the development objectives for the area. Our approach in preparing an Urban Renewal Plan for the Oak Grove Park Area is to provide the Town of Medway with strategic technical support that will include the following:

- Gaining a detailed understanding of the area's economic characteristics
- Bringing forward high quality, innovative and sustainable development/redevelopment in accordance with best practice thinking
- Exploring a mix and inter-mixing of uses to provide an inclusive environment
- Creating distinct places that respond to local context and are interconnected
- Developing an integrated and flexible traffic, parking, and transportation demand management framework that supports future development of properties
- Including vision and imagination that is matched to a robust planning and delivery strategy

Developing an achievable Oak Grove Park Area Urban Renewal Plan is not simply a matter of physical planning and design. Rather, a dynamic area plan must:

- Provide a plan that can be implemented not only economically, but practically in terms of zoning and phasing the necessary transportation, parking, and infrastructure to support future development
- Coordinate with the Town of Medway's wider objectives and aspirations for future growth
- Provide a robust and flexible development plan that is capable
 of responding to market conditions and does not constrain the viability
 of future development of the area
- Be based on a realistic assessment of economic viability and take into account competitive market forces and locational demand
- Be responsive to and incorporate existing initiatives and priority projects that may already be underway



- Identify federal and state programs and funding opportunities and local actions
- Coordinate strategic public investment to leverage private investment

Scope of Work

This scope of services has been developed in response to a Request for Proposals (RFP) by the Town of Medway Redevelopment Authority. This scope of services identifies the tasks that will provide the products and service necessary to prepare and request State approval of a successful Urban Renewal Plan (URP) that is consistent with the requirements of M.G.L. Chapter 121B and Department of Housing and Community Development (DHCD) Regulations. The development of the URP will provide the Town of Medway, through the Medway Redevelopment Authority (MRA), a valuable and powerful tool to facilitate development in the Oak Grove Park Urban Renewal Area (URA), provide employment and economic development that will benefit the low and moderate income households in the Town, and stimulate development of underutilized properties in the area.

BSC's approach to preparing the URP for Medway's Oak Grove Park Area will focus on building a community consensus for the overall vision and for the area and then identify the steps that will bring that vision to reality.

To deliver a successful plan, BSC has assembled a team that includes Ninigret Partners to evaluate the market conditions and demand, Boudreau Associates to perform windshield appraisals as may be required, and Stephen Mollica to assist with the relocation planning as may be required. The BSC team will complete the following tasks and provide the Town of Medway with the services and deliverables described below.

1. Community Outreach and Public Participation

The purpose of this task is to: (1) develop a work plan with the Town and URP Steering Committee, including a work schedule, meeting dates, public outreach program and responsibilities; (2) conduct a project area assessment for the Oak Grove Park Area and identify conditions that would qualify the area for inclusion in the URP; and (3) organize a community engagement process to achieve a consensus on an Urban Renewal Area. This will be accomplished in the subtasks described below.

Work Plan Subtasks

1.1 Attend kick-off meeting with Town representatives and MRA Staff to establish communication channels, gain insight on the Town's previous and current initiatives that affect the Oak Grove Park Area, identify data sources for the study area, identify key stakeholders and community organizations with interest in the Oak Grove park Urban Renewal area, and to finalize the details of the work program and schedule.



- At this time, BSC will request up-to-date GIS files and Assessors data for the parcels within the catchment.
- **1.2** Identify key stakeholders (including but not limited to residents/constituency groups/contacts/property owners and elected officials), to include and communicate with in the planning process.
- 1.3 Develop a schedule of meetings. The following are recommended: two (2) public forums; one (1) required public hearing for the URP; progress meetings with the URP Citizen's Advisory Committee (CAC) as needed (up to four); participation in the Town's community outreach efforts and project coordination meetings with Town Staff as needed. BSC Project Manager will attend four MRA meetings to provide updates to the MRA members.
- **1.4** Attend an initial meeting as well as subsequent review meeting with DHCD staff to review the plan elements and establish an ongoing working dialogue during the process
- **1.5** Coordinate with the MRA in the creation of a web site to assist with public outreach and communications

Deliverables:

BSC will produce a memorandum listing all reports, data, plans and documents collected for this URP. BSC will also work with the Town to set up a secure file location on a web site where all collected data can be stored and made accessible to the entire URP team including Town staff, the CAC and MRA board.

BSC will provide a memorandum of its initial "windshield survey" of the proposed URP area, as well as abutting areas, along with recommendations regarding the URP eligibility of these areas.

BSC will prepare a memorandum that summarizes the public involvement process, including meeting dates, locations, outreach/promotion and responsibilities.

2. Site Analysis and Definition of the Urban Renewal Boundary

This task will focus on the collection of data, maps and other information that will be necessary, as well as required by the State for urban renewal designation. The information collected under this task will rely on existing information provided by the Town (GIS, Assessors, etc.) as well as field observations of each parcel and building. This will be accomplished through the following subtasks:

2.1 *Mapping Analysis.* The compilation and review of studies and data will include a solid analysis of the existing physical conditions of the Downtown Medway project area. This includes mapping urban conditions to meet URP requirements, such as the location and condition



of existing structures, land uses, zoning, public infrastructure, , etc. Information will be documented using maps that describe the current conditions, key opportunities and constraints affecting the potential future redevelopment of the district. Resulting graphic materials will form the basis for a public presentation to solicit comments on our observations and interpretation of the existing conditions of Downtown Medway Area.

- **2.2** *Identify Limits of Urban Renewal Area (URA)*. Update, collect, assemble, review and summarize existing information, reports, plans and data about both physical conditions and market demands in the project area, and assess the current building and site characteristics to make a determination of the extent of open blight, decadence and substandard conditions in support of URA eligibility.
- **2.3** *Windshield Survey.* Conduct an initial "Windshield survey" or the project area to identify those characteristics that will support the designation of an urban renewal area and advance area planning objectives. Characteristics to be considered include building use, building conditions, vacancy, underutilization, and other characteristics that may be contributing to the economic stagnation of the area.

The Urban Renewal catchment area delineated in the RFP represents an area in excess of 44.47 acres in size and with nearly 1000 parcels. The area designation process will consider not only the eligibility criteria but also the area boundaries most likely to benefit from inclusion in the area

Added Value: BSC will provide advice on the potential eligibility and feasibility of urban renewal area boundary options. The BSC team has extensive experience in assisting municipal clients in determining the optimum Urban Renewal Area boundaries

- **2.4** Zoning and Land Use Analysis. An examination of existing land uses and structures and an evaluation of current zoning codes will be performed to determine what are the potential redevelopment parcels or 'soft' sites in the area. Current zoning provisions will be examined in terms of accommodating identified potential future uses. Zoning will also be evaluated in terms of performance standards to minimize potential external impacts. Based on the site analysis, properties will be examined with regard to potential future uses and their contribution to the overall vision for the area.
- **2.5** *Vacant and Underutilized Properties.* Underperforming properties will be noted during the site inspections. This information will be compiled on a land ownership map to inventory which properties are candidates for redevelopment in the short term. This category will include abandoned properties and buildings in an advanced state of disrepair.



- **2.6** Buildings/Sites of Cultural and Historical Importance. Such resources will be identified during the site visit and in conjunction with discussion with Town representatives. These will be carefully vetted during the public meetings in order to take advantage of the local collective knowledge and to discover any undocumented local history that should be reflected in the recommendations
- **2.7** Housing. Options will be considered for the Oak Grove Park Area based on where this might be best located relative to existing uses and infrastructure. Considerations will include the potential acceptable level of density; the location; views; open space; and information about the attractiveness of new housing types in this location.
- **2.8** Supporting Retail. Expanded retail should be examined cautiously, as there may be a strong temptation to introduce new retail as a way to jumpstart revitalizing blighted areas of the district because of the higher rents that can be obtained. Such a trend could erode and siphon off customer base from existing and proposal retail areas in close proximity. Ninigret Partners will evaluate market demand. The key will be to strike a balance between the physical needs of the areas that might be better suited for commercial and residential uses due to visibility and pedestrian movement patterns.
- **2.9** *Office Space.* Office uses will be considered in so far as they can contribute to the vibrancy of the area. Emphasis of office uses in the context of mixed use, back office, or in support of an institutional use may be more appropriate.
- **2.10** *Open Space.* Open Space is often the key to successful urban development, and the physical and contextual characteristics of the public realm will determine the quality and character of the uses and activities that occur therein. In this context, the analysis will examine all forms of public open spaces including pedestrian walkways, roads, and parks. An essential consideration is the quality of access to public open spaces.
- **2.11** *Transportation Planning/Connectivity.* Existing transportation networks and systems serving the project area will be identified. The transportation system will be examined to identify conflicts and/or deficiencies that exist in the current service to the project area. Available modes of transportation will be an integral component of the overall plan to maximize the transportation opportunities.
- **2.12** *Infrastructure Needs.* An examination of the current location and capacity of Town of public and private utilities serving the project area will be performed including: water, sewer, resiliency planning, gas, electric, and telecommunication. BSC will meet with DPW staff to discuss



- capital improvement needs. In concert with the potential future uses and overall redevelopment plan, infrastructure upgrades, timing, and key locations will be identified.
- **2.13** *Property Evaluations.* Inspect and rate each property and the exterior of all structures within the project areas excellent, good, fair, poor, and then related to the need for demolition according to the rating requirements of M.G.L. Chapter 121B.

To the extent possible, inspect interiors of a sufficient number of representative buildings in the project area to determine their reuse potential and the feasibility of rehabilitating these structures. Inspections will include overall conditions, existing connections to services, physical conditions, and mechanical and utility system. Compile a photographic inventory of the project area site analysis and exterior building condition assessment.

- **2.14** *Reuse Evaluation.* Determine the economic feasibility of the reuse of underperforming buildings and parcels. The economic analysis will use available market information for Medway provided by Ninigret Partners.
- **2.15** *Mapping.* Prepare site analysis plans showing opportunities and constraints within the study area and key links to other parts of the Town. Prepare base plans for URP requirements.
- **2.16** *Brownfields*. Coordinate with any ongoing Brownfield Environmental Site Assessment and Mitigation Action Plan being performed by others. Document the sites that are Brownfields as defined by the U.S. EPA and compile a Brownfield related inventory of existing conditions.

Public Forum

Upon the completion of the Phase 1 and 2 tasks, the Project Team proposes to convene a Public Forum, as defined in Task 1, to share our findings. It is also recommended that plans, exhibits, reports, and meeting notices be placed on a web site and made available to the public.

Deliverables:

BSC will produce a series of planning and analysis diagrams that illustrates our observations of the study area and identifies the opportunities and challenges. Maps to be provided include the required existing condition plans for a URP Plan. A list of planning principles will be articulated which will guide the formulation of land use, zoning plans and redevelopment strategies, the project team will conduct a public forum to share our initial findings. The information, plus analysis, shall be compiled in a PowerPoint format along with Plan Exhibits for presentation at a Public Forum to review the opportunities and solicit public input in the formulation of an Urban Renewal Plan.



3.0 Urban Renewal Plan Preparation

The objectives of the URP will be based upon a synthesis of the analysis and information obtained through the public and advisory committee meetings, property inspections, review of previous plans and studies, zoning and land use evaluation, transportation and infrastructure assessments, as well as the other tasks performed in Task 1 and 2. The objectives will articulate a plan that best encourages development of sites within the URA. The URP objectives will consider the obvious impacts and relationship to ongoing initiatives as it is clearly understood that the Town of Medway is seeking to grow a vibrant area that fosters new jobs, commercial growth, cultural vitality, sustainability, and new housing opportunities. The following subtasks will be performed:

- **3.1** Determine urban design character, essential urban design features, linkages/connections and related development
- **3.2** Propose potential build out plans for the type, mix, and location of proposed uses, open space, entertainment, parking, circulation and other key features of the revitalization plan
- **3.3** Define the proposed character of development to respond to market demands
- 3.4 Provide a definition of overall uses
- 3.5 Define vehicular access and parking
- **3.6** Show and define opportunities for open space improvements
- **3.7** Analyze the regulatory context and potential impact on the various revitalization actions
- 3.8 Sustainability. The URP will incorpora te the Commonwealth's Sustainable Development Principles. The URP should considered the potential to accommodate green infrastructure systems that minimize and filter rainwater runoff, power generation, and the reduction of emissions from existing industrial facilities. Through discussions with local stakeholders it would be worth noting whether there are any existing neighboring green initiatives, such as local community gardens or cooperatives that might contribute to the activities in the area. Our observations and findings will be compiled into a series of sustainability principles to be used in the evaluation of possible land use scenarios.
- 3.9 Draft the Urban Renewal Plan. As a result of the recommendations from the site analysis and community input process, BSC will work with the URP Citizens Advisory Committee and MRA Staff to finalize the final boundary of the URP. The exact boundary will be determined during the process balancing the state requirements for an urban renewal designation and the areas most likely to benefit. The tasks described below are necessary to prepare the URP for the selected project area



that meets the requirements of M.G.L. Chapter 121B and the state regulations contained in 760 CMR 12:02 which govern the preparation and approval of Urban Renewal Plans. Our successful methodology recommends close coordination with representatives of DHCD during the plan preparation process. Separate sections of the report will be assembled to allow for progress review by the client and DHCD. A complete draft will then be prepared for review and editing, including a checklist for compliance with the urban renewal regulations. Once this draft is reviewed by the MRA, a complete final plan will be prepared for the local and state approval process.

- **3.10** Prepare an Inventory of Site Characteristics. Update and complete the assessment and the current building and site characteristics of the area. This task will be accomplished with extensive data collection from the respective public agencies, property owners and tenants,
 - and the inspection of each property within the urban renewal area. The collected information will be compiled and mapped by BSC in a common format for use as documentation for the URP. Maps of the area showing existing conditions such as topography, land use, zoning and streets will be created. BSC will use Town maps, GIS data sets, and assessor's information. Property lines and the footprint of existing and proposed buildings and parking areas on each lot will be shown. Existing and proposed land uses, activities, zoning, right-of-way, public rights-of-way, easements, and other activities and will be mapped.
- **3.11** Parcels to be acquired and lots to be created for disposition will be mapped. Boundaries of areas proposed for clearance will be determined. Buildings to be demolished, rehabilitated, and constructed will be identified and mapped. This information will be determined from meetings with the URP Citizen Advisory Committee and MRA members and staff.
- **3.12** Information prepared by other consultants, including parking studies, brownfield assessment and mitigation actions plan, open space plans, zoning recommendations, design guidelines and similar studies, will be reviewed and incorporated into the report as necessary.
- **3.13** The following required plans will be prepared as part of the plan:
 - Project boundary and topography
 - Boundaries of areas proposed for clearance and rehabilitation
 - Existing and proposed property lines, building footprints, and parking areas (2 plans)*
 - Existing land uses and zoning (2 plans)*



Section 2: Project Understanding, Approach, and Scope

- Proposed land uses and zoning (2 plans)*
- Existing and proposed thoroughfares, public right-of-ways and easements (2 plans)*
- Parcels to be acquired
- Lots to be created for disposition
- Buildings to be demolished
- Buildings to be rehabilitated
- Buildings to be constructed
- * Graphical depiction of information may require 2 plans

 The following non-required plans will be prepared as part of the Plan
 - Proposed Redevelopment Plan
 - Proposed Public Improvements (open space, utilities, parking, and street improvements)
 - 3.14 Determine and Affirm the Eligibility of the Plan. BSC will document studies, analyses, inventories, inspections, and other data gathering methods which demonstrate that the project area is a blighted open area, decadent area, and/or substandard area as defined by M.G.L. c. 121B, § 1. To determine whether clearance, spot clearance, and/or rehabilitation are proposed and/or necessary, the following analyses will be performed:
 - The "fit" between potential redevelopment and the goal of the plan will be discussed in relation to the objectives of the plan, including specific discussion of the physical relationship to the overall plan and surroundings
 - Justification for public clearance, acquisition, and rehabilitation activities for area's redevelopment
 - Estimate of job creation as a result of urban renewal actions
 - Statements of conformance to surveys and local plans will be prepared
 - **3.15** *Prepare a Statement of Objectives of the Plan.* This task will create a formal statement of the objectives to be accomplished by the plan. These objectives will address redevelopment specifications, jobs and site criteria.
 - BSC will work with the URP Citizens Advisory Committee and MRA staff and other interested parties to develop an overall implementation plan necessary to achieve the URP's objectives.



This implementation plan will identify public and private actions that will lead to the revitalization of the project area. The URP will evaluate specific actions in strategic locations that will forward the objectives of the plan and encourage private investment.

- The plan will indicate the type and location of proposed uses and the anticipated results in terms of employment, economic development and types of businesses.
- Design principles and zoning provisions that will govern development within the URA consistent with the vision of the Plan
- **3.16** Prepare a Financial Plan for the Project. The financial plan will include the following:
 - Cost estimates of site preparation and all public improvements will be compiled by the project team.
 - Costs estimates to establish the gross and net project expense will be compiled from estimates, including any land disposition income.
 - An overall project budget including administrative expenses and reserves for contingencies will be prepared. The final budget will also identify potential funding sources and strategies for securing funding.
 - Financing strategy for project elements will be prepared identifying costs, sequencing, and likely public and private sources, and incentives, where appropriate.
- **3.17** *Municipal Approval.* BSC will make presentations at the requisite public hearings. The Town of Medway shall be responsible for conducting the public hearing including the transcripts, securing the requisite municipal approval and certifications with the assistance of the BSC.
- **3.18** *Site preparation.* BSC will prepare a description of all site preparation actions necessary to prepare sites for redevelopment and/or public improvement, including items such as land protection, measures to address environmental, soil, or topographic problems for the URP area.
- **3.19** *Public Improvements.* Any public improvements included in the plan will be identified by BSC including general specifications, general design concept, and how the improvement will help achieve the objectives of the URP.
- **3.20** Acquisition and Relocation. The URP will contain a relocation plan that will be applicable as specific properties become identified for acquisition. The URP will include a commitment to comply with all



- federal and state laws and regulations. As they have a short shelf life and second appraisal reports are required prior to acquisition DHCD requires limited appraisals prepared by a licensed appraiser.
- **3.21** *Redeveloper's Obligation.* The plan will include a description of the obligations which have or will be imposed on redevelopers for construction of improvements.
- 3.22 Disposition. The plan will contain a commitment on behalf of the Town of Medway that the sale or lease of property under MGL Chapter 121B and MGL 30B shall be done in accordance with the provisions of the URP and in the best interest of the Town of Medway.
- 3.23 Citizen Participation. BSC will document all public engagement activities including the participation of the URP Citizen's Advisory Committee. The names of all the members and a description of the selection process will be included along with meeting minutes. BSC also recommends that the CAC themselves prepare a summary report or statement for inclusion in this chapter. Such a statement could summarize their involvement and support of plan elements. Mandatory public hearings will require minutes.

Deliverables:

- A PowerPoint presentation and supporting exhibits will be prepared for a second public forum to present a conceptual master development plan in order to gain public input and plan refinement.
- Draft URP
- Graphics and presentation material for a Public Hearing and to review Draft URP

4.0 Plan Approval

Once the URP is in a draft form, the BSC project team will work with MRA and staff to obtain the necessary local approvals from the MRA, Planning Board and Town Council. Concurrently, meetings with the Massachusetts Department of Housing and Community Development will be held to review a draft of the plan for preliminary review and comment prior to submitting the final copy official approval. BSC will work with the Town in making plan modifications, revisions, and/or providing additional information in response to comments raised by DHCD during the URP review process.



Section 2: Project Understanding, Approach, and Scope

The Municipal Plan Approval will consist of the following certifications and exhibits:

- **a.** Declaration of Necessity by the Medway Redevelopment Authority
- **b.** Evidence of public hearing by the Board of Selectmen including public hearing notice, hearing minutes, video recording (if available), sign-in/attendee sheet, newspaper accounts
- **c.** Local approvals of the Board of Selectmen
- **d.** Planning Board determination the plan is based on local survey and conforms to the Medway Master Plan
- **e.** Evidence of Massachusetts Historical Commission receipt of public hearing notice
- **f.** Certification by Town Attorney that the proposed plan is in compliance with applicable laws

Supporting Documentation

It is recommended that following information, plans, reports, and exhibits be included to demonstrate the URP's compliance with DHCD-required criteria and findings:

- All previous studies, reports, and plans relative to the project area
- Letters of support from local businesses, civic organizations, Town Boards, and community groups as collected and provided to the project team by the MRA
- Newspaper articles which document the planning process and public involvement
- Meeting minutes, PowerPoint presentations, photographs, attendee lists, and handouts which document the public engagement process, which are prepared and collected by the BSC team



5.0 Environmental Notification Form (ENF) as per Massachusetts Environmental Policy Act (MEPA) Requirements

Pursuant to MEPA regulations Urban Renewal Plans require the preparation of an Environmental Notification Form (ENF) prior to project implementation. An ENF is not required for DHCD approval of an URP, but will be required prior to the MRA taking any action pursuant to the URP. The Project Team will prepare and submit an ENF to MEPA for the Urban Renewal Plan.

Additional Services:

Though not specifically requested in the RFP, BSC can complete the following tasks that are sometimes requested by DHCD and/or Redevelopment Authorities for URP approval. Should the MRA desire these or other deliverables, BSC can provide a scope and fee once the exact needs are identified.

Windshield Appraisals

Appraisal reports for proposed property acquisition in the URP have a limited shelf life which usually expire prior to the date of actual acquisitions. Additionally the state's regulations require a second appraisal report prior to acquisition. That being said, DHCD does not require full appraisal reports for Urban Renewal Plan approval. Instead DHCD accepts limited appraisals to satisfy the appraisal report requirement for plan preparation and approval. A limited appraisal report prepared by a licensed appraiser provides sufficient analysis to establish realistic property values for inclusion in the budget prepared as part of the URP Financial Plan (Uses of Funds).

It is our understanding the Town has undertaken the preparation of a number of Limited of "windshield appraisals" of the "Bottle Cap" lots that comprise the bulk of the proposed Urban Renewal Area. Any additional "windshield appraisals" for properties targeted for acquisition that have not been previously appraised by the Town will be performed per property.

Individual Property Relocation Plan

A comprehensive relocation plan will be prepared at part of the URP. BSC's relocation subconsultant Steve Mollica has extensive URP experience and knows that DHCD has established a generally accepted practice where a preliminary plan is prepared, which includes general information about occupants that can be obtained through field inspections and public records. The preliminary relocation plan would include policies and procedures to be followed by the displacing agency as outlined in 760 CAR 27.00.

Once it is known that the MRA will indeed be acquiring certain parcels, then the specifics of the property occupants at that time can be quantified, and the MRA can be provided a fee for the preparation of an addendum to the preliminary relocation plan that will then be submitted to the Bureau of Relocation for approval.



Section 2: Project Understanding, Approach, and Scope

Zoning Revisions and Design Guidelines

During the development of the URP, it may become necessary to amend local zoning to meet the objectives of the URP in this part of the Town. Should the Town of Medway Zoning Bylaw need to be amended, BSC can provide zoning advice and language if requested. Should the MRA wish to develop design guidelines, BSC can provide services for either new design guidelines or additions to the existing design guidelines.

Schedule

BSC anticipates completing this project according to the following schedule.

	2015			2016							
TASK	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Public Engagement			10000							2	
Site Analysis and URP boudaries											
Urban Renwal Plan Preparation											
Plan Approvals											
Environmental Notification Form											



Section 3: Staff Qualifications

BSC Advantages

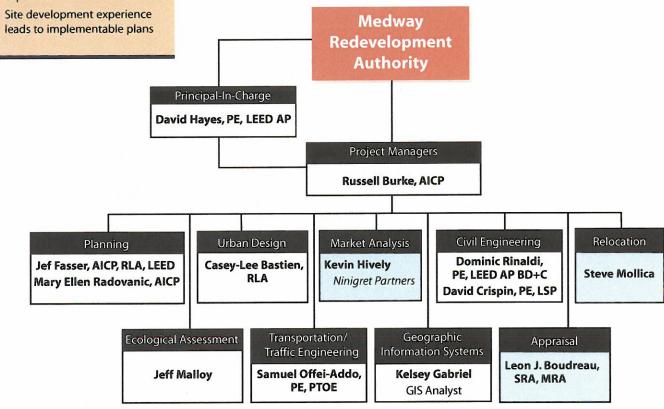
- Many of our proposed team members worked together on the Oak Grove Feasibility Study project
- Nearly 50 years of experience providing land development
- Proposed Project Management team members have experience both as private consultants and as municipal officials
- Extensive experience collaborating with DHCD for plan approvals
- Holistic perspective based on public sector and development
- leads to implementable plans

Skilled Project Team to Guide the Planning Process

BSC Group has composed a highly qualified team of professionals to suppor the Medway Redevelopment Authority in the preparation of an Urban Renewal Plan. Organized under the leadership of an experienced planner, our staff includes both planners and engineers to assure that practical implementation issues are considered during the earliest planning stages.

Furthermore, our proposed project team is uniquely qualified for this project, as many of the team members worked together on the Oak Grove Feasibility Study project. Our inherent knowledge of the project area provides added value, and saves the MRA time and resources as it allows us to begin working immediately without having to spend time becoming familiar with opportunities and constraints.

The chart below demonstrates the composition and lines of communication of our proposed personnel.



BSC's project team has been assembled to meet a variety of issues that may face the Medway Redevelopment Authority as you move forward.





BSC's planning process with the City of Pittsfield culminated in public infrastructure investment to stimulate economic development.

Project Management Distinguishes Our Team

BSC Group is pleased to offer the Medway Redevelopment Authority project manager – Russell Burke, AICP – who also served as project manager for the Oak Grove Feasibility Study project in Medway. Mr. Burke has hands-on planning experience as a consultant preparing urban renewal plans for the Commonwealth's approval, as well as a background as a private developer that helps him understand the factors that invite investment to a community.

Russell Burke, AICP, who will be leading our team as project manager is an urban planner with extensive public and private sector experience who possesses strategic insight and problem solving ability to execute the most challenging planning projects. Having served in senior positions in public planning agencies and major real estate development firms, Mr. Burke has demonstrated knowledge and expertise to deal with complex planning issues and formulate innovative solutions. In addition to his technical skills in project planning, feasibility assessment, permitting and entitlements, master planning, site development, and open space planning, Mr. Burke has a record of achievement resolving diverse and often competing priorities across multiple constituencies and jurisdictions.

Mr. Burke has served as project manager for numerous municipal planning projects, including an ongoing Urban Renewal Plan in Worcester's Theatre District as well as completed urban renewal plans for Everett, Gardner, and Quincy; and a downtown revitalization plan in Rockland. He has also led market analysis programs in Walpole, and Hatfield, as well as site reuse planning in Taunton.

As project manager for providing consulting services to the Medway Redevelopment Authority, Mr. Burke will serve as the Redevelopment Authority's day-to-day point of contact. He will lead the public engagement process and provide leadership for the entire Urban Renewal Plan process.

Dave Hayes, PE, LEED AP is BSC Group's President and CEO, and he will serve as principal-in-charge on this project. He specializes in managing multi-disciplinary projects, directing the efforts of planners, civil/site and traffic engineers, landscape architects, environmental scientists, and information specialists in the analysis, planning and design of urban redevelopment, site development, utility and infrastructure projects. His broad experience includes serving as Principal-In-Charge for the Massachusetts Development Finance Agency's expansion of approximately 150 acres of the existing Myles Standish Industrial Park in Taunton, for the feasibility study of the replacement of Uxbridge High School in Uxbridge, and he currently serves as Principal-In-Charge for the Worcester Theatre District Urban Renewal Plan project in Worcester. Also relevant to the Town of Medway is Mr. Hayes' involvement in promoting more streamlined opportunities for economic development in Massachusetts through his service with organizations such as MassEcon - The Massachusetts Alliance for Economic Development, and NAIOP - The Commercial Real Estate Development Association.



BSC's team
of senior planners
have worked
together on
significant
planning projects
in Everett,
Gardner, Quincy,
New Bedford,
Taunton, and
Worcester.

As principal-in-charge, Mr. Hayes will maintain contractual authority with the Medway Redevelopment Authority and assure that all required resources are applied to the successful, timely, and efficient completion of the project.

Skilled Planners, Market Analysts, Engineers, and GIS Analysts Contribute to Project Success

The leadership of Messrs. Burke, and Hayes will be supported by the contributions of several professionals who will offer expertise in key areas we believe to be necessary for the success of this project.

Planning

Assisting Mr. Burke will be **Jef Fasser, AICP, RLA, LEED AP** who has more than three decades of experience in project management, land planning, site design, and project permitting. He has led several master planning and urban planning projects working closely with communities to identify key issues and make strategy recommendations with respect to land use; economic development; housing; transportation; natural, historic, and cultural resources; as well as facilities, infrastructure and energy. Mr. Fasser is currently working on the Worcester Theatre District Urban Renewal Plan. He also offers experience earned on past BSC projects such as the Quincy Center Urban Renewal Plan, downtown Southbridge Urban Renewal Plan, South Worcester Industrial Park Master Plan, and Kerr Mill urban revitalization / development plan in Fall River, as well as projects he recently led on behalf of another firm including the Holyoke Center City Vision Plan and Urban Renewal Plan, and a downtown Urban Renewal Plan in Ashland. In addition, Jef led BSC's planning effort for the redevelopment of the Hicks Logan Sawyer District in New Bedford, and the planning process which led to the City of Pittsfield's downtown economic investment in infrastructure.

Mary Ellen Radovanic, AICP is a planner with extensive experience in urban redevelopment, environmental impact assessment, mitigation, and facilities siting studies. She offers extensive experience in aiding municipalities through a variety of planning, design, and permitting projects. Importantly to the MRA, she is thoroughly familiar with the project having been involved in the development of the Feasibility Study for the Oak Grove area in Medway. She was the also project planner for the Grafton State Hospital Reuse Study for MassDevelopment, which involved the assessment and inventorying of all existing features and the preparation of a conceptual development plan. She has worked on such relevant projects as the two Urban Renewal Plans in Gardner, the ongoing Lower Broadway District Urban Renewal Plan for Everett, the Myles Standish Industrial Park Redevelopment planning project in Taunton, and on the Fiscal Analysis performed for a portion of the Route 3 Corridor in Billerica, to name a few.



Kevin Hively of
Ninigret Partners
has provided market
analysis and
economic strategy
for Urban Renewal
Plans in Gardner
and Everett.

Casey-Lee Bastien, RLA will provide urban design and graphic visualization services to the Medway Redevelopment Authority. Mr. Bastien is experienced in the areas of landscape architecture, urban design, and planning. He has expertise in site analysis, planning, conducting community input meetings, design development, and construction management for a variety of public and private land development projects. Importantly to the MRA, Mr. Bastien is thoroughly familiar with the project having been involved in the development of the Feasibility Study for the Oak Grove area in Medway. He has also developed analysis mapping and feasibility concepts for many of the projects featured in BSC's table of experience presented earlier in this section, including South Worcester Industrial Park, Route 1A Industrial Park in Walpole, MA; Mill Street Industrial Corridor Urban Renewal Plan in Gardner, MA; and Hatfield Industrial Park in Hatfield, to name a few.

Market Analysis/Development Strategy

Kevin Hively of Ninigret Partners, Inc., is president and founder of a customized economic market and strategy consulting firm. Mr. Hively has 18 years of experience working with corporations, governments, and leading nonprofits on key strategic and economic issues. His economic development experience includes working on industry cluster development strategies, urban redevelopment, specialty business park feasibility studies, and cultural and outdoor-based tourism development as well as waterfront reclamation projects. Several economic development studies he has been a part of include a downtown revitalization and transit oriented development for Mansfield, MA; a community visioning and market feasibility study for a "green" clean technology/renewable energy/marine technology park in Bourne, MA; and a corporate park in Middletown, RI serving the defense electronic and maritime industrial sectors. Another contributer to the Oak Grove Master Plan and Market Study in Medway, MA, Mr. Hively has also worked closely with BSC on several planning projects including the Mill Street Urban Renewal Plan in Gardner; Lower Broadway District Urban Renewal Plan in Everett; Route 1A Industrial Park in Walpole; Hatfield Industrial Park in Hatfield.

Engineering (Civil and Transportation) and GIS Support

Dominic Rinaldi, PE, LEED AP BD+C is a civil engineer with experience contributing to numerous planning and economic development efforts. He applies his background in land development and site construction to develop reasonable and cost effective solutions in a variety of areas. Mr. Rinaldi has assisted with a variety of planning projects, including an infrastructure assessment along the Route 3 corridor in five communities in an effort to identify suitable sites to promote economic development through the attraction of private investors. Mr. Rinaldi was also involved in the redevelopment planning of the Dever State School at the Myles Standish Industrial Park in Taunton. He has also provided design services for numerous projects on the



University of Massachusetts Amherst campus and performed a feasibility study for the expansion of Greenfield Town Hall. From a sustainability perspective, Mr. Rinaldi has contributed to a variety of projects including the LEED Certified expansion of the Boston Children's Museum, as well as LEED Certified student housing at Tufts University.

Samuel Offei-Addo, PE, PTOE is a senior transportation engineer with BSC Group who has 20 years of transportation engineering experience. His experience in roadway engineering encompasses maintenance and management programs, design of geometric and drainage improvements, condition inspection, resident engineering, and pavement/sub base design. A project of particular relevance, on which Mr. Offei-Addo served as senior transportation engineer, is the Town of Gardner's Urban Renewal Plan project. In this role, he was responsible for the evaluation of several intersection options to improve safety and traffic operations at West Gardner Square in downtown Gardner. The work involved an extensive study of traffic impacts and the preparation of conceptual improvement plans and cost estimates, and simulated traffic operations using Simtraffic software for a presentation to the Traffic Commission. He also served as transportation engineer for the Myles Standish Industrial Park Redevelopment project in both the planning and project implementation phases.

David Crispin, PE, LSP provides dual expertise in civil engineering and hazardous materials assessment, holding both Professional Engineer and Licensed Site Professional designations. Recent examples of Mr. Crispin's work include review and remediation of a gasoline release in an aquifer zone; this review was associated with the redevelopment of a former auto dealership site in Burlington. Mr. Crispin also led the assessment of areas suspected to be contaminated, including Conrail right-of-way and former industrial sites as part of the reconstruction of the Great River Bridge in Westfield for the Massachusetts Department of Transportation. Along with assessment for inclusion in EA/EIR, Mr. Crispin developed plans to deal with any confirmed contamination during project construction.

Kelsey Gabriel will provide GIS services to the Medway Development Authority. Ms. Gabriel is a GIS analyst with BSC Group with expertise in Digital Mapping/Computer Cartography for site assessment, georeferencing and digitization of large projects, as well as creation, maintenance, digitizing, formatting, and population of Shapefiles. She is familiar with the use of manipulation of GIS data layers for Massachusetts and is thoroughly familiar with multiple GIS digital mapping programs. Ms. Gabriel's experience includes working on an ongoing Urban Renewal Plan for City of Everett's Lower Broadway District as well as on the Urban Renewal Plan for Mill Street in the City of Gardner.



Ecological Assessment

Jeffrey Malloy will provide ecological assessment services. Mr. Malloy is an Environmental Scientist with BSC's Ecological Sciences Group who regularly assists clients with permit issuance at the federal, state, and local levels. His thorough knowledge of these regulatory procedures will allow him to aid the Town in identifying and minimizing environmental impacts and avoid permitting triggers.

Real Estate Valuation

Leon Boudreau, SRA, MRA, of LJ Boudreau Associates will provide real estate valuation and windshield appraisals for the Town of Medway. Mr. Boudreau has more than 40 years of experience in real estate valuation, including extensive work in partial acquisition and easement takings. Mr. Boudreau's expertise in his field is recognized through the invitation to teach real estate valuation for many industry organizations, including The Appraisal Institute, Massachusetts Board of Real Estate Appraisers, and the University of Massachusetts.

Relocation Services

Steven Mollica of Relocation Strategies will provide expertise associated with relocation as part of the Urban Renewal Plan. Offering 25 years of experience, Mr. Mollica's expertise is enhanced through 10 years of service as the Director of the Massachusetts Bureau of Relocation. In that position, he was directly responsible for all matters pertaining to the regulation of the Massachusetts Relocation Assistance Program. This past tenure provides him with exceptional understanding of relocation regulations as they pertain to municipal planning efforts. Notably, Mr. Mollica has applied his knowledge to numerous Urban Renewal Plan programs, including efforts in the Cities of Springfield, Lowell, and Gardner.

Resumes Demonstrate Our Team's Qualifications

Concluding this section of our proposal are resumes of our project team members. These resumes summarize the representative experience of proposed staff to serve the Town of Medway, and Medway Redevelopment Authority on the important planning of the Oak Grove Park area.



Russell J. Burke, AICP

Project Manager

EDUCATION

Master in Urban Planning, California State Polytechnic University

B.A., Sociology and Philosophy, Boston College

AFFILIATIONS

American Institute of Certified Planners

American Planning Association

Notary Public in MA

Licensed Real Estate Broker in MA and NH

Urban Land Institute

National Association of Industrial and Office Parks

Member, Groton, MA Planning Board

Nashua River Watershed Association

Massachusetts Economic Development Council



BACKGROUND

Mr. Burke is Director of Planning with BSC Group. He is an urban planner with extensive public and private sector experience and possesses strategic insight and problem solving ability to execute the most challenging real estate and planning projects.

Having served in senior positions in public planning agencies and major real estate development firms, Mr. Burke has demonstrated knowledge and expertise in approaching complex real estate and planning issues to formulate innovative solutions.

In addition to his technical skills in project planning, feasibility assessment, permitting and entitlements, master planning, development, and quantitative analysis, Mr. Burke has a record of achievement resolving diverse, and often competing, priorities across multiple constituencies and jurisdictions.

PROJECT EXPERIENCE

Urban Renewal Plan (URP), Lower Broadway District, Everett, MA

Project Manager, working with the City of Everett and its newly formed redevelopment authority to develop and submit for approval an URP to revitalize the Lower Broadway District from its current substandard, decadent and blighted area to an opportunity for economic development attracting private investment. Project elements are focused on creating a plan and implementation pathway which fosters a strong identity and image, access to riverfront recreational opportunities, a high quality of life, diverse mix of uses and transportation modes, commercial and industrial job opportunities, as well as business opportunities for economic development, and increases to the city's tax base.

Mill Street Corridor Urban Renewal Plan, Gardner MA

Project Manager for the preparation of an Urban Renewal Plan for an underutilized, historic industrial area. The project includes a market analysis, a detailed assessment of existing site conditions and infrastructure. Based on outreach with property owners and stakeholders the project includes the preparation of a master redevelopment plan, and a pathway for redevelopment. The process culminates with the approval of an Urban Renewal Plan.

Phase II Urban Renewal Plan, City of Gardner, MA

Project Manager for planning and documentation associated with the preparation of an Urban Renewal Plan for downtown Gardner. The goal of the program is to attract more residents and employers to stimulate economic development in the City. The program will identify redevelopment potential and infrastructure needs and then work with public and private entities to encourage investment in the Gardner

Russell J. Burke, AICP

downtown. Also key the project will be the forging and leveraging of partnerships with the local community college and hospital, viewed as essential providers of worker education and employment.

Route 1A Industrial Park, Walpole, MA

Project Manager, Performed planning and economic market feasibility study for the redevelopment of a mature industrial park and surrounding industrial zoned land. The process involved extensive outreach to property owners and stakeholders, a detailed inventory of the existing conditions to identify opportunities and constraints, and the preparation of a development program and implementation strategy.

North Hatfield Technology Park, Hatfield, MA

Project Manager, for planning and assessing the economic feasibility of technology/business park on a 62 acre site. After extensive assessment of the site and public engagement, site development alternatives were prepared for review. After selecting a preferred alternative, cost estimates and development proformas were provided to the Town in concert with development/implementation recommendation.

Business/Technology Park Feasibility Study, Hatfield, MA

Project Manager, conducted a feasibility study for the development of a 62+/- acre industrial zoned site as a technology/business park. The site is located adjacent to Pan Am Rail line and is also easily accessible to Interstate 95. BSC prepared a series of alternative development plans and supporting documentation. These plans explored the site's potential to accommodate the uses identified in the market analysis in terms of access, lot configuration, building size and placement, parking, and potential buildout. A public forum was held to solicit public input and reaction to the alternative plans. From this process the elements of a preferred development plan emerged.

Oak Grove Industrial Park, Medway, MA

Project Manager conducted development study to assess the feasibility of developing a 45 acre site on Route 109 near the Interstate 495 interchange. The site is comprised of over 180 parcels created in the early 1900's on paper streets that were never constructed. While the town and a private party had ownership of over two thirds of the parcels the remaining privately owned parcels presented a challenge for assemblage and development. Master development plans were prepared for the area which illustrated how the site could be developed with or without the out parcels. The master plan was guided by a market study which identified the optimum size and types of uses for the site.

Myles Standish Industrial Park, Taunton, MA

Project Planner for the preparation of a re-use plan for 220 acres of the former Dever State School campus. The project involved assessment and inventory of all structures and infrastructure, formulation of a development plan and cost estimates, and preparation of an implementation strategy. Performed the preparation and filing of plans and supporting exhibits for Expanded Environmental Notification Form and Draft and Final Environmental Impact Reports to secure approvals under the Massachusetts Environmental Policy Act. Prepared final development plans, filed, and secured the requisite local, state, and federal permits for project construction.



David N. Hayes, PE, LEED AP

President

EDUCATION

M.B.A., Business Boston University

Diploma, Engineering ManagementTrinity College, Dublin

B.A., Mathematics and EngineeringTrinity College, Dublin

REGISTRATIONS

Professional Engineer -MA

AFFILIATIONS

American Society of Civil Engineers

Boston Society of Civil Engineers

Massachusetts Alliance for Economic Development

Society of College and University Planning

The Commercial Real Estate Development Association

BACKGROUND

Mr. Hayes serves as principal-in-charge on many of BSC's complex site development projects. He has nearly 40 years of experience in site development, infrastructure improvements and land management projects. He specializes in managing multi-disciplinary projects, directing the efforts of land planners, landscape architects, civil and traffic engineers, environmental scientists, and land information specialists in the analysis, planning and design of site development, urban redevelopment, utility, and infrastructure projects. With extensive experience in obtaining federal, state and local permits, he advises clients on strategies to expedite the approval process.

Mr. Hayes has worked on a wide variety of projects for clients in the public and private sectors. He has conducted economic and engineering feasibility studies, managed planning and detailed design efforts, and administered construction contracts. He frequently represents both public and private sector clients before public agencies, municipal officials and community groups. Mr. Hayes has been actively involved in promoting more streamlined opportunities for economic development in Massachusetts through his service with organizations such as MassEcon – The Massachusetts Alliance for Economic Development, and NAIOP – The Commercial Real Estate Development Association.

PROJECT EXPERIENCE

Massachusetts Development Finance Agency, Myles Standish Industrial Park (MSIP), Taunton, MA

Principal-In-Charge for the expansion of approximately 150 acres of the existing Myles Standish Industrial Park. BSC's comprehensive services include land planning, environmental planning and permitting, ecological assessment, land surveying, local and state permitting, traffic engineering and civil/site engineering. The project's ongoing planning, design and construction is coordinated closely with MassDevelopment and the Taunton Economic Development Corporation to meet the needs of potential tenants of the Park.

Uxbridge High School Feasibility Study

Principal-In-Charge, working with the Project Architect and the School Building Committee, to determine the most appropriate and cost effective alternative to replace Uxbridge High School. Initial conceptual plans for the new site show a building program that includes a new 600 student school building, parking, track and athletic field, softball and baseball fields, tennis courts and soccer fields. The site was a former gravel removal operation and as such presented environmental and grading constraints within which to locate a sizable school facility. BSC provided the town with three separate site design options and associated financial implications for each of the options. A preferred conceptual site design was selected from the three options by the School Building Committee and Town Administrator.



Netstal Development, Devens, MA

Principal-in-Charge for design and permitting of one of the first private developments to occur under the streamlined permitting process, following the closure of Fort Devens. Project involved expansion of existing buildings and complete reconfiguration of site facilities on a 6-acre site.

Intel Corporation, Hudson, MA

Principal-in-Charge for site related improvements to support expansion of existing manufacturing facilities as well as the partially completed Mod 4 complex. Responsible for site planning, design, engineering and permitting for a variety of improvements including multiple parking lots for employees as well as temporary facilities for construction support, storm water management facilities, vehicular and pedestrian access, security fencing and landscaping improvements. Assisted Intel in seeking necessary approvals from the Town of Hudson Planning Board and Conservation Commission. BSC also monitored site construction and periodic reporting of these activities to the Town in accordance with permit conditions.

Evergreen Solar Manufacturing Facility, Devens, MA

Principal-In-Charge for the design and permitting of a 500,000 sf manufacturing facility for an international solar panel production company. Comprehensive services provided by BSC Group for the design/build contract included civil/site engineering; environmental planning and permitting; ecological assessment; landscape architecture and land surveying.

Ryerson Steel, Devens, MA

Principal-in-Charge for site design, engineering, permitting and construction services for development of site facilities to support a 120,000 square foot warehouse development within the closed Fort Devens Military Base.

40R Plan Review for the City of Brockton, MA

Principal-In-Charge for the review of projects proposed in the Downtown Brockton 40R Smart Growth Overlay District. This on-call project involved the accelerated review of plans submitted for development projects in the downtown area. BSC's role is to assure that proposed projects are both technically sound and responsive to the Smart Growth goals. Additionally, BSC assisted the City in achieving its desired goals by collaborating to recommend pragmatic solutions that will meet the needs of both the City and the developers. One task assignment involved the review of a mixed-use project that included 308 residential apartments, commercial and retail space, and a 460-space parking garage.

Shirley Municipal Center Master Plan and Final Design, Shirley, MA

Principal-In-Charge for BSC's efforts in site planning and design, civil engineering, permitting, and site design for the Town of Shirley's development of a new municipal center. The nine-acre parcel was transferred to the Town upon closure of the Fort Devens Army Base. The new center includes a police station, library, and Town office buildings. Worked closely with the Town's architectural consultant from initial planning through final design/contract document preparation, BSC assisted the Town in coordinating project design with the newly formed Devens Enterprise Commission.



James E. Fasser, RLA, AICP, LEED AP

Senior Planner

EDUCATION

B.S., Landscape Architecture University of Virginia

REGISTRATIONS

Registered Landscape Architect – MA, CT, NY

American Institute of Certified Planners

LEED Accredited Professional

AFFILIATIONS

American Society of Landscape Architects

Boston Society of Landscape Architects

American Planning
Association,
Massachusetts, Economic
Development Chair

Urban Land Institute

National Recreation and Park Association

Massachusetts Recreation and Park

BACKGROUND

Mr. Fasser, Senior Associate, has more than three decades of experience in project management, land planning, site design, and project permitting. He has worked on public, private, and institutional projects across the northeast, and he specializes in urban development, streetscape, and urban renewal plans. With 16 years in the public sector, Mr. Fasser has extensive experience working with diverse groups and project stakeholders, and has served on many local boards and commissions.

PROJECT EXPERIENCE

Quincy Center Urban Renewal Plan, Quincy, MA

Project Manager/Planner Since 2007 Mr. Fasser has been providing services to the City of Quincy for the preparation of the City's Downtown Urban Renewal Plan as well as Plan amendments. While at BSC, Mr. Fasser worked with the City to prepare an Urban Renewal Plan in accordance with M.G.L. Chapter 121B. This Downtown Urban Revitalization Plan provided a framework for the comprehensive redevelopment of Quincy Center. Since the State's approval of the Urban Renewal Plan, Mr. Fasser has been providing on-going services to the City, helping prepare two amendments to the URP, negotiating with developers, and developing an innovative financing plan for project implementation. Currently, Mr. Fasser is helping the City update the URP to reflect current market demands and attract multiple developers into the downtown area.

Downtown Southbridge Urban Renewal Plan, Southbridge, MA

Project Manager worked with the town of Southbridge to prepare an Urban Renewal Plan in accordance with M.G.L. Chapter 121B for the downtown area. A public visioning process revealed the community's desire to build upon the adjacent Quinebaug River as an untapped natural resource for the community. Additional elements of the plan include market rate housing, new retail, a new downtown park, roadway improvements, a new fire station, preservation of historic buildings and streetscape improvements. Design guidelines were prepared to guide the redevelopment process. Mr. Fasser is currently working with the town to seek funding for implementation.

Gardner Urban Revitalization Study, Gardner, MA

Project Manager working with an economic analysis firm to prepare the Gardner Urban Revitalization Study, as an initial step in preparing a full Urban Renewal Plan for the downtown area. Managed an inventory of existing conditions to determine



program eligibility, helped establish boundaries for a potential urban renewal area, and then prepared redevelopment options based on market potential. Participated in the public outreach process with Gardner residents, property owners, businesses and representatives from educational and health care institutions.

Holyoke Center City Vision Plan and Urban Renewal Plan, Holyoke, MA Project Director Prior to rejoining BSC Group, Mr. Fasser was the Project Director for the preparation of an Urban Renewal Plan for the revitalization of downtown Holyoke. Mr. Fasser was directly responsible for the evaluation of all properties in the urban renewal area, he attended all meetings with the Holyoke Redevelopment Authority, ran a successful public outreach process, and took a leadership role in the development of urban renewal goals, criteria to satisfy urban renewal designation and direct coordination with the Commonwealth for urban renewal plan approval. Furthermore, since the Holyoke Redevelopment Authority was a new authority, Mr. Fasser advised them on their role and responsibilities in urban renewal activities.

Downtown Urban Renewal Plan, Ashland, MA

Project Manager While at another firm, Mr. Fasser managed the process to determine urban renewal eligibility for Ashland's downtown and corridor link to an MBTA station. The plan outlined a series of integrated actions to help the community realize its vision for the downtown area and encourage transit-oriented development on the edge of downtown. Mr. Fasser prepared an inventory of the site characteristics and building conditions in accordance with urban renewal regulations. Following data collection and analysis, Mr. Fasser oversaw preparation of maps required by the Commonwealth for including in the URP and writing the plan so that it contains information the Commonwealth will use to evaluate the plan. Mr. Fasser also facilitated a public involvement process, serving as the main contact with a citizen's advisory committee and the Ashland Redevelopment Authority.

Kerr Mill Urban Revitalization and Development Plan, Fall River, MA

Land Planner to guide the preparation of, and write chapters for, the development of an Urban Revitalization Plan for the 33-acre Kerr Mill site in Fall River, the location of an old mill. The plan was developed in accordance with M.G.L. Chapter 121B to redevelop the site as a research and development park. Project responsibilities included data collection, meetings with Citizens Participation Committee, plan preparation, and oversight of plan assembly.

Union Station Urban Revitalization Plan, Worcester, MA

Project Manager for the development of a comprehensive Urban Revitalization Plan prepared in accordance with the Commonwealth's guidelines for urban renewal areas. The study area totaled 150 acres and consisted of 222 parcels, 120 land owners and 158 buildings. Each parcel and building was evaluated to include an inventory of its use, condition size, ownership, zoning and potential for redevelopment. Development options were then explored for key parcels. The resulting plan identified private and public actions that would lead to the revitalization of this neighborhood. Plan development involved an extensive public participation process.



Medical Center Urban Renewal Plan, Worcester, MA

Prior to joining BSC and as a senior planner with the Worcester Redevelopment Authority, Mr. Fasser assisted with the implementation of an urban renewal project in downtown Worcester that involved the development of a new medical facility. Project elements included parcel acquisition, building demolition, site remediation, infrastructure improvements, and monitoring of development activities.

South Worcester Industrial Park, Worcester, MA

Project Manager who assisted in the preparation of a master plan for the redevelopment of 74 acres of old industrial land within the Worcester Main South neighborhood. Mr. Fasser provided significant support for detailed inventory and analysis of all existing properties and buildings within the study area. He also participated in design and planning during the public hearing process.

Concord River Neighborhood Urban Revitalization Plan, Lowell, MA

Project Manager for the development of an urban revitalization master plan for a neighborhood located along the Concord River in downtown Lowell. The intent of the project was to evaluate if the area would qualify as an urban renewal area. Once it was determined that the urban renewal designation could not be supported, then a revitalization plan was prepared to designate new uses for underutilized and vacant parcels along the Concord River to help create a mixed use neighborhood with an open space element along the river.

Hicks Logan Sawyer Neighborhood Revitalization Project, New Bedford, MA

Project Manager for a study to determine urban renewal eligibility for an older industrial neighborhood on the edge of New Bedford's central business district. The project included the evaluation of parcels and buildings to determine their re-use potential and eligibility for inclusion in an urban renewal area. The City of New Bedford decided not to request urban renewal designation, but the plan was completed as a neighborhood revitalization plan.



Mary Ellen Radovanic, AICP

Senior Environmental Planner

BACKGROUND

Ms. Radovanic is an environmental planner with extensive experience in environmental impact assessment, mitigation and facilities siting studies. She is highly skilled at moving projects successfully through the MEPA review process, as well as developing permitting plans for large, complex projects. Additionally, her planning and design capabilities have enabled her to make significant contributions to state, municipal and private planning, reuse and urban renewal projects. Ms. Radovanic has also worked on numerous MassDOT projects during the early coordination phase. Finally, Ms. Radovanic has been responsible for facilitating many cultural resources investigations and has an in-depth knowledge of the Massachusetts Historical Commission/Section 106 process.

PROJECT EXPERIENCE

Urban Renewal Plan, Lower Broadway District, Everett, MA

Planner working with the City of Everett and its newly formed redevelopment authority to develop and submit for approval an Urban Renewal Plan to revitalize the Lower Broadway District from its current substandard, decadent and blighted area to an opportunity for economic development attracting private investment. Project elements are focused on creating a plan and implementation pathway which fosters a strong identity and image, access to riverfront recreational opportunities, a high quality of life, diverse mix of uses and transportation modes, commercial and industrial job opportunities, as well as business opportunities for economic development, and increases to the city's tax base.

Urban Renewal Plans, Downtown Gardner and the Mill Street Corridor, Gardner, MA

Planner and integral member of project team preparing urban renewal plans for the revitalization of downtown Gardner and the Mill Street Corridor manufacturing district. For both projects Ms. Radovanic was responsible for assimilating available data, summarizing existing information, documenting the project's goals and objectives, and outlining the overall development strategy. The Downtown Gardner Plan has been approved by the Massachusetts Department of Housing and Community Development (DHCD) and MEPA. The Mill Street Corridor Plan is currently under review by DHCD and future work will include preparation of the MEPA Environmental Notification Form.

Mixed Use and Business/Technology Park Feasibility Studies, Hatfield, Walpole & Medway, MA

Planner providing assistance for the preparation of feasibility assessments for potential mixed use and/or business/technology park developments. Evaluated existing environmental, transportation, infrastructure, population and economic conditions on and around each site. Reviewed local and regional plans; potential future development and transportation projects in vicinity; and interviewed local

EDUCATION

M.U.A., Environmental Management and Planning Boston University

M.B.A., University of Rhode Island B.S., Criminal Justice Northeastern University

AFFILIATIONS

American Institute of Certified Planners

American Planning Association

Women in Transportation



Mary Ellen Radovanic, AICP

officials to ensure incorporation of pertinent information into the development alternatives assessment. Focus on each site's capacity to accommodate economically and environmentally sustainable development consistent with the Commonwealth's Smart Growth Principles.

Myles Standish Industrial Park Expansion and Life Science Center, Taunton Development Corporation, Taunton, MA

Environmental Planner for the proposed reuse of the former Paul A. Dever State School facility for the expansion of the existing Myles Standish Industrial Park and development of a new Life Science Center. Oversaw the completion and submittal of an Expanded Environmental Notification Form for the 220-acre site with 1.9 million square feet of proposed building area. Successfully obtained MEPA approval of a Phase I Waiver Request. Project exceeds multiple MEPA EIR thresholds, including land and traffic.

Tremont Crossing, P-3 Partners, Boston, MA

Environmental Planner for the proposed development of a mixed use development on an underutilized property in Boston's Roxbury neighborhood. Prepared and submitted an Environmental Notification Form to MEPA for this approximately 1 million-square foot residential, commercial and cultural museum development.

Fiscal Impact Assessment for Holland Property, Middlesex Corporate Park and Minuteman Sportsman's Club, Town of Billerica, MA

Planner, participated in the evaluation of three potential economic development sites to comparatively assess capital requirements and fiscal impacts for infrastructure necessary to allow full development. Contributed to existing conditions and infrastructure assessment, development potential and fiscal impact assessment.

Grafton State Hospital Reuse Study for MassDevelopment, Grafton, MA

Planner for a reuse feasibility study for a portion of the former Grafton State Hospital campus for a Transit Oriented Development. Project involved the assessment and inventorying of all existing natural and man-made features, preparation of a conceptual development plan, and development of recommended development alternatives.

The Reserve and Crossing at Olde Sibley Farm, Spencer, MA

Environmental Planner responsible for the submittal of a Final EIR to MEPA for a 350-acre residential and commercial development, including responses to comments on the Draft EIR and Final Section 61 Findings/Mitigation Plan.

Heritage Development Corporation, MEPA Documentation (Various Residential Subdivision projects), Northbridge, MA

Planner assisted the project manager on various residential projects. Developed an Environmental Notification Form for a 30-unit single-family residential development on a 91-acre parcel, with a MEPA finding that the project does not require an Environmental Impact Report. Also submitted a Notice of Project Change to reflect the subdivision layout and traffic pattern alteration. MEPA finding of No significant Change and no further MEPA review required.



Casey-Lee Bastien, RLA, CPSI

Landscape Architect

BACKGROUND

Mr. Bastien is a BSC landscape architect experienced in the areas of landscape architecture, urban design, and planning. He has extensive experience in park planning, streetscape, transportation and institutional design, public participation, construction documentation, construction administration and project management and implementation.

PROJECT EXPERIENCE

South Worcester Industrial Park, Worcester, MA

Landscape Architect, developed analysis mapping and feasibility concepts for a redevelopment plan for an older industrial area of the City, which included: brownfield remediation; re-alignment of roadways; and an overall master plan for the redevelopment of the project site.

Phase II Urban Renewal Plan, City of Gardner, MA

Landscape Architect, developed analysis mapping and feasibility concepts associated with the preparation of an Urban Renewal Plan for downtown Gardner. The goal of the program is to attract more residents and employers to stimulate economic development in the City. The program will identify redevelopment potential and infrastructure needs and then work with public and private entities to encourage investment in the Gardner downtown. Also key the project will be the forging and leveraging of partnerships with the local community college and hospital, viewed as essential providers of education and employment.

Mill Street Corridor Urban Renewal Plan, Gardner MA

Landscape Architect, developed analysis mapping and feasibility concepts for an Urban Renewal Plan for an underutilized, historic industrial area. The project includes a market analysis, a detailed assessment of existing site conditions and infrastructure. Based on outreach with property owners and stakeholders the project includes the preparation of at master redevelopment plan, and a pathway for redevelopment. The process culminates with the approval of an Urban Renewal Plan.

Urban Renewal Plan, Southbridge, MA

Landscape Architect for the development of an urban renewal plan. Project objectives include redevelopment of the historic downtown, reconnecting the community to the Quinnebaug River, responding to the new Providence and Worcester Rail Trail, improving vehicle and pedestrian circulation and stimulating economic development. Tasks associated with this project included direction of charette focus groups, development of PowerPoint slide presentations, site analysis, photography, and Sketchup 3D modeling.

Urban Renewal Plan, Lower Broadway District, Everett, MA

Landscape Architect, developed conceptual infrastructure, building mass, and streetscape designs. The included Plan graphics and associated visualization features for the study and final report.

EDUCATION

B.S., Landscape ArchitectureUniversity of
Massachusetts Amherst

REGISTRATIONS
Registered Landscape
Architect in MA



Route 1A Industrial Park, Walpole, MA

Landscape Architect, developed analysis mapping and feasibility concepts for the redevelopment of a mature industrial park and surrounding industrial zoned land. The process involved extensive outreach to property owners and stakeholders; a detailed inventory of the existing conditions to identify opportunities and constraints; preparation of a development program and implementation strategy.

Oak Grove Industrial Park, Medway, MA

Landscape Architect, developed analysis mapping and feasibility for the development of a 45 acre site on Route 109 near the Interstate 495 interchange. The site is comprised of over 180 parcels created in the early 1900's on paper streets that were never constructed. While the town and a private party had ownership of over two thirds of the parcels the remaining privately owned parcels presented a challenge for assemblage and development. Master development plans were prepared for the area which illustrated how the site could be developed with or without the out parcels. The master plan was guided by a market study which identified the optimum size and types of uses for the site.

Business/Technology Park Feasibility Study, Hatfield, MA

Landscape Architect, developed analysis mapping and feasibility concepts for the development of a 62+/- acre industrial zoned site as a technology/business park. The site is located adjacent to Pan Am Rail line and is also easily accessible to Interstate 95. BSC prepared a series of alternative development plans and supporting documentation. These plans explored the site's potential to accommodate the uses identified in the market analysis in terms of access, lot configuration, building size and placement, parking, and potential build out.

Myles Standish Industrial Park, Taunton, MA

Landscape Architect, developed analysis mapping and feasibility concepts for a reuse plan for 220 acres of the former Dever State School campus. The project involved assessment and inventory of all structures and infrastructure, formulation of a development plan and cost estimates, and preparation of an implementation strategy.

Route 3 Economic Development Site Assessments, Billerica, Chelmsford, Lowell, Bedford, and Burlington, MA

Landscape Architect, developed analysis mapping and feasibility concepts for a project identifying and assessing potential sites for economic development within the Route 3 corridor, including the Middlesex Turnpike and the Lowell Connector. The regional project was led by the Town of Billerica, in partnership with the Towns of Bedford, Burlington, Chelmsford and the City of Lowell. After identifying various potential real estate sites, BSC analyzed and inventoried over 250 properties and assembled a data base and analysis of the economic development potential.

Vernon Hill Park Phases 1 & 2, Worcester, MA

Landscape Architect for the development of baseball and softball fields, basketball court, playground and associated landscape. Tasks associated with this project included site analysis, development of schematic designs, full construction documents and specifications, construction observation, and coordination with City of Worcester Parks Department.



EDUCATION

BA, Public Policy Brown University

MIT Professional Development Institute

AFFILIATIONS

EDF-RI (Bd of Directors)
Hope Street Group (Bd of Directors)
Urban Ventures (Bd of Directors)
Energy Policy Forum Member –
American Enterprise Institute
Strategic Development Organizations
Working Group – Aspen Institute

PRESENTATIONS

Sustainable Cities Design Academy
American Architectural Foundation, 2012

P3 for New Infrastructure
ABA State & Local Law Conference,
2010

Transformational and Transactional Development Northeast Economic Developers Association, 2010

Infrastructure and Development Finance Options American Public Works Association Summer Session, 2009

New Strategies for Development Finance American Planning Association Conference, 2008

Public Private Partnerships New England Public Finance Conference, 2006

ADDITIONAL

Lecturer Brown University Harvard GSD

Urban Design Graduate Studio Reviewer Harvard Graduate School of Design Northeastern University

Consultant
Financial Crisis Inquiry Commission

Kevin Hively - President

Kevin Hively is the founder and President of Ninigret Partners. He brings 18 years of experience working with corporations, governments and leading non profits on key strategic and economic issues. His economic development experience includes working on industry cluster development strategies, specialty business park feasibility studies, urban redevelopment, cultural and outdoor-based tourism development and waterfront reclamation projects.

Clients include the state development agencies in MA, CT, RI; major cities including Hartford CT, New Haven CT, Stamford CT, Providence RI, Boston MA, Springfield MA, Philadelphia PA, Grand Rapids MI,; smaller communities including Newport RI, Walpole MA, Bourne MA, Mansfield MA, Gardner MA and major corridor studies involving the West Side of Aquidneck Island, US 1 through coastal eastern Connecticut; RT 34 through downtown New Haven and US 422 thru Youngstown OH.

Previously he was a member of the Global Leadership Management Group for Telesis, the strategy consulting arm of Towers Perrin. Mr. Hively led the life sciences/health care industry practice for Telesis. He was also involved in market strategy projects in the energy, defense, photonics, and telecomm equipment industries. Mr. Hively also supported the economic development strategy activities of Telesis working on projects in several US states, Panama Canal Commission, and several World Wildlife Fund and Nature Conservancy ecotourism studies in Africa and Oceania.

Prior to Telesis, Mr. Hively was Director of Policy for the state of Rhode Island. He also served as Vice Chair of the State Planning Council where he chaired the CEDS subcommittee. While serving the governor, he was involved in a series of economic development projects including the award winning attraction strategy for Fidelity Investments, \$120 million public financing strategy for the Providence Place Mall, investigation into the feasibility of an intermodal port facility at Quonset Point and creation of the state's Slater Technology Investment Fund. He also had oversight of the state's CDBG funds for non entitlement communities.

Mr. Hively also maintains an active civic life. He has been involved in state and national organizations including Urban Ventures, the Hope Street Group, the Energy Policy Forum of the American Enterprise Institute and the Strategic Economic Development Organizations Working Group of the Aspen Institute. Mr. Hively has coauthored or been a contributing writer on books and publications involving key business issues in the energy industry, risk management and mergers and acquisitions. He has also served as an adjunct faculty member and juror at several universities. Recently he supported the work of the Congressional committee investigating the financial crisis of 2009. For the Commission he evaluated the deal flow and characteristics of the RMBS/CDO marketplace.

He is a graduate of Brown University with additional coursework at the MIT Professional Development Institute.

Kevin Hively Project Experience

Economic Development and Industry Planning Projects

- Grand Rapids (MI) Downtown 2.0 (Downtown Grand Rapids Inc., current)
- Springfield MA Stearns Square / Worthington St Downtown Corridor (Develop Springfield, June 2014)
- Gloucester Harbor Economic Strategy and Municipal Harbor Plan (city of Gloucester, June 2014)
- Youngstown US 422 Corridor (Youngstown Neighborhood Development Corporation, 2014)
- Philadelphia Manufacturing Strategy (Philadelphia Industrial Development Corporation, 2013)
- New Haven Downtown-to-Hill/Medical District Plan (City of New Haven, 2013)
- Boston NewMarket Industrial District (American City Coalition/BRA, 2013)
- Hartford Economic Strategy (City of Hartford, 2013)
- New Haven Mill River Industrial District (EDC of New Haven, 2013)
- Providence Knowledge District Development Planning (City of Providence RI, 2010)
- Stamford West Side Redevelopment Prospectus (Charter Oak Communities/Stamford Housing Authority, 2009)
- Providence Industrial Waterfront Planning Study (Providence Planning and Development, 2009)
- Tourism Development Strategy (Sturbridge MA Historic Preservation Partnership, 2008)
- Water Dependent Industries Economic Assessment (Bay Rivers, Watershed Consortium, 2007)
- Downtown Development and Life Science Business Park Economic Strategy (Mansfield MA, 2007)
- Base Realignment Strategy (RI Governor Base Retention Commission, 2006)
- RI Biotech and Life Science Industry Development Strategy (BioGroup, 2005)
- America's Cup Planning (America's Cup Committee, 2003)
- Marine Bioscience Park Feasibility Analysis and Marketing Management (Marine BioPark Partnership, 2003)

Real Estate Market & Feasibility Studies

- Lower Broadway Urban Renewal Plan (city of Everett MA, current)
- RT 1 Eastern Connecticut Corridor (Lower CT River Valley COG, current)
- Stamford Westside Corridor Plan (City of Stamford CT, current)
- Hartford Housing Dynamics (City of Hartford, 2014)
- Hartford Downtown West / North Park (city of Hartford, 2013)
- Gardner Mill St Corridor Brownfields Assessment Urban Renewal Plan (MassDev, 2012)
- Medway Oak Grove Development Study (Medway/MASSDEV, 2012)
- Walpole Rt 1A Industrial Park Reuse (Walpole MA, 2011)
- Hatfield Business and Technology Park (Hatfield MA Redevelopment Authority, 2010)
- Rt. 34 Downtown Crossing (City of New Haven, 2010)
- Biomedical Translational Science Research Institute (Lifespan, 2010)
- Green Tech / Renewable Energy Park Feasibility (Bourne MA, 2008)
- Retail Mix Assessment for Water-side Resort Complex (O'Neill Properties Group, 2006)
- Corporate Park Redevelopment (Town of Middletown, RI 2006)
- SE New England Housing Market (Bank of America, 2006)
- Resort Community Price Points & Positioning (O'Neill Properties, 2005)
- University/Hospital Institutional Space Demand Assessment (Trammel Crow, 2005)
- Urban Entertainment District Development Concepts (Entertainment-focused REIT, 2005)
- Hotel Market Product Positioning (Mystic CT & Freeport ME, 2005)
- Build-out Analysis and Development Capacity on Aquidneck Island (NCDC, 2004)
- Biomanufacturing Pilot Plant Feasibility Assessment (Parsons Engineering & URI, 2004)
- Aquaculture Incubator Feasibility Analysis (Roger Williams University & CRMC, 2003)
- Tech Park Development (Town of Tiverton, RI 2003)

Development Financing/Transaction Support

- 100 College St/Alexion Corporate HQ (City of New Haven, 2011)
- Monetization/Privatization Strategy (New Haven Parking Authority, 2011)
- TIF Development Financing Advisory (East Providence Waterfront Development Commission, 2010)
- Project "Outside" Infrastructure Acquisition (Macquarie Bank, 2008)
- Warwick Intermodal Station (RI Airport Corporation and RIDOT, 2004-2007)
- HOPE VI Project Financing (Newport RI, 2004)
- Federal Rail Funding Access Strategy (East Providence Waterfront Commission, 2004)
- Biotech Company Real Estate Development Financing Strategy (RIEDC, 2004)

Dominic Rinaldi, PE, LEED AP BD+C

Sr. Associate/Sr. Civil Engineer

BACKGROUND

Mr. Rinaldi offers a strong background in land development and site construction to develop reasonable and cost effective solutions in a variety of areas. He is familiar with federal, state, and local regulations pertaining to site design and has worked for many public and private sector clients. Mr. Rinaldi is also familiar with the latest in computer aided design software. His past experience in the construction field also aids in his ability to efficiently perform construction period services.

PROJECT EXPERIENCE

Urban Renewal and Master Plan, Mill Street, Gardner, MA

Project Engineer, Reviewed and analyzed existing conditions of sewer, water, and storm drainage systems in the URP area. Met with Town representatives to understand the utility conditions, ongoing improvement work, and future utility needs. Prepared analysis for Urban Renewal Plan report including recommendations for future utility improvements to spur redevelopment.

Urban Renewal Plan, Lower Broadway District, Everett, MA

Project Engineer, Reviewed and analyzed existing conditions of sewer, water, and storm drainage systems in the Urban Renewal Plan (URP) area. Met with City representatives to understand the utility conditions, ongoing improvement work, and future utility needs. Prepared analysis for Urban Renewal Plan report including recommendations for future utility improvements to spur redevelopment.

Revitalization Plan, Rockland, MA

Project Engineer, Reviewed and analyzed existing conditions of sewer, water, and storm drainage systems in the Rockland Center area. Met with Town representatives to understand the utility conditions, ongoing improvement work, and future utility needs. Prepared analysis for Revitalization Plan report including recommendations for future utility improvements to spur redevelopment and growth.

Route 1A Industrial Park Feasibility Study, Walpole, MA

Project Engineer, Reviewed and analyzed existing conditions of sewer, water, and storm drainage systems in the study area. Met with Town representatives to understand the utility conditions, ongoing improvement work, and future utility needs. Prepared analysis for study report including recommendations for future utility improvements to spur redevelopment and growth.

Hartwell Square Multi-Use Development, Lexington, MA

Project Manager, performing site design and permitting services for a new multiuse development on Hartwell Avenue in Lexington. Project includes the demolition of an existing office building and construction of a two-building, multi-use redevelopment including retail, restaurant, and commercial office uses. Design includes layout of site parking and driveways, grading, utility design, and design of stormwater management systems to meet the requirements of both the Massachusetts

EDUCATION

B.S., Civil Engineering Carnegie Mellon University

REGISTRATION

Professional Engineer in Massachusetts

LEED Accredited Professional



Dominic Rinaldi, PE, LEED AP BD+C

DEP's Stormwater Management Standards as well as the Town of Lexington Wetlands Protection By-Law. Permitting services through both the Town of Lexington Conservation Commission and Planning Board are being performed.

Town Hall Annex Feasibility Study & Schematic Design, Greenfield, MA Project Engineer, working with the Project Architect, to perform a utilities and stormwater management analysis of the site for a demolition and redevelopment of existing Town Hall Annex. Evaluating the existing utilities (sewer, water, gas, electric, and telecommunications) in the area of the Town Hall and Annex for suitability and ability to provide service to the redeveloped site. Developing utility testing and inspection program and providing schematic level design of utility and site improvements associated with the redeveloped Town Hall Annex.

University of Massachusetts Lowell Campus-wide Parking Study, Lowell, MA Project Manager, Performed study of all major campus parking areas to evaluate efficiency, vehicular access/egress, and utilization and to identify areas of improvement and potential for gaining additional parking within existing lots. Also evaluated current campus parking regulations to identify potential revisions to improve parking congestion. Prepared design and construction documents and determined construction sequencing for multiple parking lot reconstruction projects to increase parking capacity, meet accessibility requirements, and improve the physical condition of the lots.

Route 3 Corridor Infrastructure Study, Billerica, MA

Project Engineer, Performed study of infrastructure requirements for development and/or redevelopment of under-utilized parcels along the Route 3 and Middlesex Turnpike corridor in Burlington, Billerica, Bedford, Chelmsford, and Lowell, Massachusetts. Compiled and analyzed existing data on stormwater management, sanitary sewer, water, natural gas, and electric utilities in each of the five communities to determine areas of infrastructure improvement that could be made in order to spur the development or redevelopment of select parcels of land. Provided report summarizing this analysis and suggestions for infrastructure improvements with an emphasis on regional and inter-municipal opportunities.

Pepperell Mill Redevelopment Plan, Pepperell, MA

Project Manager for civil engineering, ecological studies, land surveying, and planning services for a proposed redevelopment of the former Pepperell Paper Mill site. BSC performed topographic and property line surveys as well as delineations of on-site resources. Worked with the developer and architect to develop a conceptual mixed-use development and identified site constraints. Based on identified constraints, BSC performed a preliminary engineering site design.

Myles Standish Industrial Park, Taunton, MA

Project Engineer, Performed preliminary roadway and lot layout as well as utility design for the expansion of an existing industrial park. Prepared preliminary stormwater management system design focusing on Low Impact Development (LID) techniques including water quality swales, bio-retention areas, and constructed stormwater wetlands. Prepared site and utility related components of an ENF as well as Draft and Final EIRs through the MEPA. Prepared written responses and supporting documentation to public comments submitted through the MEPA permitting process.



David J. Crispin, PE, PLS, LSP

Senior Associate/Civil Engineer

EDUCATION

M.S. in Civil Engineering Northeastern University

B.S. in Civil EngineeringNortheastern University

REGISTRATIONS

Professional Engineer in MA and NY

Professional Land Surveyor in MA

Licensed Site Professional in MA

Licensed Sewage Disposal Systems Designer in NH

Approved Title 5 System Inspector in MA

AFFILIATIONS

Massachusetts Association of Land Surveyors and Civil Engineers

Massachusetts Cemetery Association

Connecticut Cemetery Association

New England Cemetery Association

Association of Grave Stone Studies

BACKGROUND

Mr. Crispin, a BSC project manager and senior associate, offers more than 30 years of professional experience as a civil engineer and land surveyor. Mr. Crispin's broad engineering and land surveying background enables him to develop innovative designs that are sensitive to the terrain and natural features of specific cemetery sites, including religious, historic, municipal and private cemeteries. He is thoroughly familiar with various state and local regulations pertaining to permitting, design and construction, having prepared permit documentation and plans for projects in environmentally-sensitive or protected areas. Mr. Crispin's career covers numerous projects involving public participation, environmental review, and community relations programs.

PROJECT EXPERIENCE

Hingham Shipyard Redevelopment, Hingham, MA

Project Engineer and Project Surveyor. This project included the supervision of the land survey activities for the 40-acre project of mixed use development and the preparation of a beneficial use determination to utilize contaminated dredge spoil in conjunction with 1000's of cubic yards of reclaimed bituminous concrete for roadway and parking base.

Burlington Dodge Burlington, MA

Project Manager and LSP for remediation of gasoline, fuel oil and hydraulic oil releases in aquifer zone. This project involves the use of soil encapsulation to stabilize the fuel oil, off-site disposal of gasoline contaminated soil and injection of the groundwater's with oxygen release compounds to enhance the natural degradation of residual contamination in the groundwater. The site is currently going into construction and is near to obtaining a response action outcome statement to close the project under the MCP.

Masonic Home, Charlton, MA

Project LSP for remediation of two releases at 50-acre retirement and assisted care village development. The releases were related to heating oil, buried asbestos piping and from lead from the long term disposal of solid waste at the site.

Brookhaven at Lexington, MA

Project LSP and Project Engineer for the design, permitting and construction monitoring of expansion of 30-acre retirement community. A release requiring LSP service was due to heating oil.

Tage Inn, Somerville, MA

Project Manager/Licensed Site Professional site assessment and LSP services for ash contaminated site to be developed into an area hotel site at Rt 93. In addition to site design and site permitting, Mr. Crispin provided site assessment, background



David J. Crispin, PE, PLS, LSP

conditions, risk assessment, MCP filings, Public Notice and municipal planning interaction.

Gas Spill Remediation/Wetland Restoration, Reading/Wilmington, MA Project Engineer, leading surveying, engineering, and permitting to restore 1.5 acres of wetlands, riverine and riparian habitat altered by a gasoline spill. Utilized hydrogeology, well installation with sampling/analyses to prepare remedial plans and wetland permits.

Site Assessments, Locations throughout Massachusetts

Project Manager and technical direction of subsurface investigations for sites from one to over 120 acres for various public and private sector clients. Led sampling analyses, monitoring, site reviews, research, permitting, public meetings, design (closure, leachate collection, disposal, surface water control), and contractor direction for sites contaminated with petroleum compounds, VOCs, metals, and radioactive materials.

Town of Hingham Fuel Depot, Hingham, MA

Project Manager for feasibility analysis; site surveys; preparation of design and contract documents; assistance to the Town for construction contractor bids; review for construction; and preparation of tank closure reports for fourteen underground storage tanks. Also, provided services for the installation of three new 10,000-gallon gas and diesel tanks to be used by the Town's Central Municipal Fueling Facility. The facility now services all Town vehicles including, Police, Fire, Department of Public Works and the Hingham Public School System

Remediation of Gasoline Release to Groundwater and Soil, Hingham, MA Project Manager/Licensed Site Professional for assessment and remediation for release of gasoline to groundwater and soil. Prepared Phase I Site Investigations under MGL Chapter 21E regulations, and created and implemented a bioremediation plan that enabled the town to treat the contamination in place, on-site at great cost savings.

21E Site Assessment, Paul A. Devers State School, Taunton, MA

Project Manager for preliminary site assessment to determine presence of oil and hazardous materials on 90-acre site.

Great River Bridge, Westfield, MA

Oil & Hazardous Material Engineer/ Licensed Site Professional, leading assessment of areas suspected to be contaminated, including Conrail right-of-way and former industrial sites. Along with assessment for inclusion in EA/EIR, developing proposed plans to deal with any confirmed contamination during project construction.

50-Acre Petroleum Storage Facility for Citgo Petroleum Corporation, East Braintree, MA

Surveyor/Engineer for surveys, design, and permitting services at the Citgo Oil terminal on Fore River, including design and permitting to replace a 2.5 milliongallon gasoline storage tank. Along with surveys and designs to replace the gasoline storage tank, BSC's work included design of roadways and utilities.



Mr. Steven Mollica has worked in the field of relocation due to eminent domain takings for more than 25 years. During the course of this career, Mr. Mollica has been instrumental in the settlement of numerous relocation cases for residents and businesses displaced due a various transportation, urban renewal and public infrastructure improvement projects. This experience has enabled Mr. Mollica to devise unique, creative and effective solutions to problems facing people and businesses displaced due to government action.

Mr. Mollica served for ten years as the Director of the Massachusetts Bureau of Relocation. In that position, he was directly responsible for all matters pertaining to the regulation of the Massachusetts Relocation Assistance Program, as provided for under Massachusetts General Laws, Chapter 79A and the Federal Uniform Relocation Act. While at the Bureau of Relocation, Mr. Mollica was responsible for writing 760 CMR 27.00, the current Massachusetts relocation regulations.

As the Director of the Bureau of Relocation, Mr. Mollica personally oversaw dozens of projects undertaken by various state and municipal agencies resulting in the displacement of hundreds of businesses and residences. Additionally, he reviewed and approved relocation plans and claims, mediated disputes between displacing agencies and displaced persons, as well as provided continuous technical assistance to agencies engaged in property acquisition and relocation projects.

Mr. Mollica has also worked as a consultant to numerous public agencies where he has managed the acquisition of real estate and relocation of hundreds of homeowners, tenants and commercial properties.

Mr. Mollica is a nationally recognized specialist in the field of relocation assistance, and is in demand both as a consultant to public agencies undertaking projects that cause displacement as well as to displaced businesses. He has spoken on the subject of relocation assistance at various conferences, including the 1998 IRWA Relocation Symposium in Albany, New York, the 2001 and 2005 IRWA/FHWA Uniform Act Symposium in Tempe, AZ and Anaheim, CA respectively. He has also made presentations at the 2005 Massachusetts City Solicitors and Town Counsel Annual Conference and the 2001 Massachusetts Conference on Urban Renewal. He has most recently presented at the American Bar Association Spring 2008 Symposium in Washington, DC on the topic of relocation assistance. Mr. Mollica has also written numerous articles on relocation assistance. These publications include "Appraising Property's Value Different in Public Acquisition" (Banker and Tradesman, November, 1995), "Tenant Owned Improvements Affect Public Appraisals" (Banker and Tradesman, June, 1995) "Forced to Move" (Scrap Magazine, March/April 2001) "A Moving Proposition" (Restaurants USA Magazine, August 2001) and "Understanding the Revised URA Rule" (Airport Magazine, March/April, 2005). He has also recently served as an advisor to the State of Connecticut Office of Ombudsman for Property Rights. Mr. Mollica is a member of the International Right of Way Association (IRWA) and the National Association of Housing and Redevelopment Officials (NAHRO).

REPRESENTATIVE PROJECTS FOR URBAN RENEWAL

CLIENT: Springfield Redevelopment Authority PROJECT: Court Square Urban Renewal Project

SUMMARY: Handled relocation of approximately eight (8) residential and three (3)

commercial businesses displaced due to eminent domain takings for the

Court Square Urban Renewal Project in Springfield, MA.

CLIENT: Springfield Redevelopment Authority PROJECT: South End Urban Renewal Project

SUMMARY: Project involved providing relocation assistance for eight (8) homeowner

occupied properties and ten (10) tenants. Displaced occupants had many issues that made relocation difficult due to available low income housing. Displacement of occupants was accomplished on time and at budget.

CLIENT: City of Lowell Planning and Development Office

PROJECT: ACRE Urban Renewal

SUMMARY: Provided relocation assistance to seven (7) commercial occupants,

including auto body shops and various light manufacturing.

CLIENT: City of Lowell Planning and Development Office PROJECT: Jackson-Appleton-Middlesex Urban Renewal Project

SUMMARY: Managed the relocation of approximately ten (10) retail businesses.

Displacement of all occupants was accomplished within four months of commencement. Utilized first ever commercial business incentive

program that offered supplemental payments to displaced retail businesses that stayed in Lowell and relocated within four months of eligibility.

CLIENT: City of Gardner Community Development

PROJECT: Public Safety Complex

SUMMARY: Provided relocation advisory services for fourteen (14) tenants and six (6)

commercial occupants. Project was complete on time and at budget.

Jeffrey T. Malloy, Registered Soil Scientist

Associate, Environmental Planner and Scientist

BACKGROUND

Mr. Malloy is a BSC environmental planner with specialized experience in wetland ecology, soil and water conservation, and field botany and taxonomy. Mr. Malloy's field experience includes wetland delineation, as well as extensive land use assessment and mapping. He routinely prepares Notices of Intent and other environmental permit applications for submission to local conservation commissions, the Department of Environmental Protection (including Chapter 91), the U.S. Army Corps of Engineers. He also provides supporting research and supplemental information for various filings with the Massachusetts Environmental Policy Act office.

Mr. Malloy is highly efficient in the usage of the most current Global Positioning System (GPS) technology, and is proficient in the use of Geographic Information (GIS) Software.

PROJECT EXPERIENCE

Third Avenue and Wegmans Development, Burlington MA

Environmental Planner, responsible for Local Conservation Commission and USEPA Stormwater Pollution Prevention Plan (SWPPP) inspection reporting. Site inspection tasks require extensive interaction with local regulatory agency coordination.

The Watch Factory, Waltham, MA

Environmental Scientist, prepared two Notice of Intent permit applications for submittal to the Waltham Conservation Commission for building construction activities and a recreational public use dock on the Charles River. Prepared a Chapter 91 License Application for two public use docks on the Charles River. Prepared a Notice of Intent Application for a wetland resource area restoration project on the banks of the Charles River. Tasks also included the preparation of a Storm Water Pollution Prevention Plan (SWPPP) for redevelopment of the historic mill factory/building into office and residential space. Tasks also involved implementation of Low Impact Design techniques into the SWPPP plan.

Bike to the Sea, Revere and Saugus, MA

Environmental Scientist, prepared two Request for Determination of Applicability applications for submittal to the local Conservation Commissions for the development of a public use "Rails to Trails" recreational trail. Tasks also involved implementation of Low Impact Design techniques into the preparation of a Stormwater Pollution Prevention Plan, and significant coordination with the general public within this high traffic area adjacent to the Rumney Marshes.

EDUCATION

B.S., Water and Soil Science

University of Rhode Island

Masters of Public Administration

University of New Hampshire

CERTIFICATIONS

Soil Science Society of Southern New England

US Army Corps of Engineers Wetland Delineation Training

AFFILIATIONS

Association of Massachusetts Wetland Scientists (AMWS)

Society of Wetland Scientists (SWS)

CERTIFICATES

OSHA Electrical Safety Certified



Aggregate Industries, Peabody, MA

Environmental Scientist, provided overnight noise monitoring study of a residential community that lies adjacent to a rock quarry. Tasks involved management of sound equipment and making qualitative and quantitative measurements of noise and weather conditions.

Naval Air Station Development Project, Weymouth, MA

Environmental Scientist for delineation of wetlands, rare species and habitat assessments, identification of potentially certifiable vernal pool habitat, and detailed vegetation and soil profile analysis. Extensive landscape mapping using GPS technology was utilized for this project. Currently preparing a joint 401 Water Quality Certification and Army Corps of Engineers Individual Permit for base redevelopment activities.

Lowell Greenway, Lowell, MA

Environmental Scientist, responsible for preparation of Local Conservation Commission Notice of Intent Filing and an Environmental Notification Form for project activities associated with an approximately two-mile Greenway in the City of Lowell. The Greenway established the final loop connection to the larger 200-mile regional Bay Circuit Trail. The project utilized Low Impact Design techniques.

Northbridge Assisted Living Facility, Burlington MA

Environmental Scientist, responsible for preparing permit applications for an approximately 95,000 square foot assisted living facility and two 8,000 square foot retail buildings in Burlington, MA. Permit applications were submitted to the Burlington Conservation Commission for review under the Wetlands Protection Act and Town of Burlington Bylaw. Tasks also include weekly site inspections under the Town of Burlington Bylaw Order of Conditions and the USEPA Construction General Permit Stormwater Pollution Prevention Plan (SWPPP) prepared for the project.

The Tremont at Northwest Park, Burlington MA

Environmental Planner, responsible for Local Conservation Commission and USEPA Stormwater Pollution Prevention Plan (SWPPP) inspection reporting. Site inspection tasks require extensive interaction with local regulatory agency coordination.

63 Third Avenue, Burlington MA

Environmental Planner, responsible for Local Conservation Commission Filings for a Notice of Intent Application for site redevelopment activities for a planned medical facility. Project elements involved the removal of impervious surface within local and state wetland resource areas, invasive species management measures, and flood storage compensatory mitigation.

Bedford Marketplace, Bedford MA

Environmental Planner, responsible for Local Conservation Commission Filings for a Notice of Intent Application for site redevelopment activities to an existing Whole Food and Marshalls shopping plaza. Project elements involved the removal of impervious surface within local and state wetland resource areas and buffer zones, invasive species management measures, flood storage compensatory mitigation, and the construction of vegetated infiltration stormwater management swales.



Samuel Offei-Addo, PE, PTOE

Senior Associate/Senior Transportation Engineer

BACKGROUND

Mr. Offei-Addo is a Senior Transportation Engineer with BSC Group with 25 years of transportation engineering experience, providing highway/roadway engineering, as well as traffic planning, peer review services and design. His experience in roadway engineering encompasses maintenance and management programs, design of geometric and drainage improvements, condition inspection, resident engineering, and pavement/sub base design. For traffic projects, he provides intersection, signalization and pavement marking design, as well as transportation systems analysis/planning, travel demand forecasting, and development of plans to maintain traffic during construction.

EDUCATION

M.S., Civil (Transportation) Engineering University of Massachusetts

B.S., Civil Engineering University of Science and Technology, Ghana

REGISTRATIONS

Professional Engineer -MA

Professional Traffic Operations Engineer

AFFILIATIONS

Institute of Transportation Engineers

PROJECT EXPERIENCE

Urban Renewal Plan, Lower Broadway District, Everett, MA

Senior Transportation Engineer, provided an overview of existing transportation network, identified existing deficiencies for pedestrian and vehicular traffic and made recommendations for roadway and sidewalk improvements as part of the urban renewal plan.

Transportation Planning /MEPA filing for the Expansion of Myles Standish Industrial Park, Taunton, MA

Senior Transportation Engineer for providing traffic engineering services in conjunction with the planning, permitting and design of the 150 acre expansion to Myles Standish Industrial Park (MSIP), as well as another 70 acres which are being planned for the development of a life science center, to be accessed from the Bay Street entrance. Transportation issues addressed included pedestrian and bicycle amenities, truck routes, traffic impacts, and transportation demand management (TDM). BSC performed comprehensive traffic impact analysis using Synchro software for the full build-out of MSIP, and prepared conceptual improvement plans and cost estimates, for submission to MEPA/MassDOT. BSC had extensive coordination with state (MassDOT, SRPEDD) and local officials during the permitting process. The Final EIR was found adequate by the Secretary of EOEAA

Gardner Urban Renewal Plan, Gardner, MA

Senior Transportation Engineer for traffic engineering services for the evaluation of several intersection options to improve safety and traffic operations at West Gardner Square in downtown Gardner. The work included the collection of vehicular and pedestrian data, projection of traffic due to the Urban Renewal Project, evaluation of roundabout and traffic signal options at the intersection of Main Street/Parker Street/Central Street/West Street/Vernon Street. BSC prepared conceptual improvement plans and cost estimates, and simulated traffic operations using Simtraffic software for a presentation to the Traffic Commission.



Samuel Offei-Addo, PE, PTOE

Belmont Center Parking Study, Belmont, MA

Project Manager/Transportation Engineer responsible for conducting parking studies in the three main business districts in Belmont. BSC conducted parking inventory and utilization analysis. Changes in the town's parking policy were recommended to improve short- and long-term parking availability and utilization.

Gardner Mill Street Urban Renewal Plan, Gardner MA

Senior Transportation Engineer for preparation of the urban renewal plan. The transportation component involved an assessment of traffic circulation options to support proposed redevelopment along of Mill Street.

Master Plan Update, Ayer, MA

Traffic Engineer for preparation of the transportation section of a town-wide master plan to include transportation demand management and use of alternative modes of transportation. BSC Group staff participated in the public meetings to present and discuss transportation issues and build a consensus on future goals and objectives for the town's transportation system.

Route 3 Corridor Infrastructure Assessment

Senior Transportation Engineer for performing a preliminary traffic and access assessment of the potential real estate development that would be served by the Route 3 corridor, and adjacent roadway network for the Towns of Billerica, Bedford, Burlington, Chelmsford, and the City of Lowell. The preliminary transportation assessment was conducted with existing traffic data related to Middlesex Turnpike / Route 3 / Lowell Connector improvements. The assessment identified roadway improvements to address traffic problems. Also identified and analyzed were public transit serving proposed sites or in close proximity to these sites.

Rockland Center Revitalization, Rockland, MA

Senior Transportation Engineer, performed existing parking inventory and demand analysis to support revitalization of the downtown area. The -revitalization plan has been used to reposition the area to adapt to challenging trends that are constantly altering the economic and physical landscape. Using information gained from the analysis, BSC identified the steps that need to be taken to make existing space in Rockland Center more attractive to potential investors and businesses.

Tuft's University Cummings School of Veterinary Medicine – Amended Master Plan, Grafton MA

Senior Transportation Engineer, reviewed on behalf of the Town of Grafton Planning Board, the traffic component of the amended Master Plan for the Grafton Campus of Tuft's University. The proposal included the expansion of the campus and the construction of the Grafton Science Park in two phases over the next twenty years. The review included site visits, verification of assumptions used in the traffic study, presentations to the Planning Board, and coordination with Town staff and consultants. BSC provided an assessment of the internal roadways and pedestrian accommodation, and evaluated the Transportation Demand Management, and future traffic monitoring to ensure that the appropriate mitigation was in place as components of the Master Plan were implemented.



Kelsey Gabriel

GIS Analyst

EDUCATION

B.A., Geography with specialization in GIS Clark University

BACKGROUND

Ms. Gabriel is a GIS analyst with BSC Group, with expertise in Digital Mapping/Computer Cartography for site assessment, Global Positioning Systems (GPS) collection, Geo-referencing and digitization of large projects, as well as creation, maintenance, digitizing, formatting and population of Shape files. She is familiar with the use and manipulation of GIS data layers for Massachusetts, Connecticut, and Rhode Island. Ms. Gabriel also assists in the production/mailing of reports and permitting applications to various towns and institutes.

Ms. Gabriel has expertise in GIS digital mapping programs such as ArcGIS 10, 9.3 (ArcMap, ArcInfo, ArcCatalogue), and IDRISI Taiga, as well as Trimble GPS Pathfinder Office.

PROJECT EXPERIENCE

City of Everett, Lower Broadway District, Urban Renewal Plan

GIS Specialist. Assembled project mapping using available city and state data layers. Prepared presentation graphics and report plans in conformance with Massachusetts Department of Housing and Community Development requirements for Urban Renewal Plans. Conducted visual exterior property inspections of all properties in the Lower Broadway Urban Renewal Area as part of the determination of eligibility.

City of Gardner, Timpany Boulevard Complete Streets Planning Study

GIS Specialist. Developed and prepared property, zoning, land use, easements, rights-of-way, and environmental constraints maps for a street scape planning study.

City of Gardner, Mill Street Urban Renewal Plan

GIS Specialist. Performed GIS mapping analysis and prepared presentation graphics and report plans in conformance with Massachusetts Department of Housing and Community Development requirements for Urban Renewal Plans.

MassDevelopment/Taunton Development Corporation, Myles Standish Industrial Park and Life Science Center

GIS Specialist. Prepared site analysis mapping and GIS support services to assist with the design and permitting for the expansion of the Myles Standish Industrial Park in Taunton, MA.

National Grid – A153/I161 Reconductoring and Pole Replacement Project GIS/Mapping/Visual Support Specialist. Identified natural resource mitigation structure locations for utility maintenance, repairs and improvements.

National Grid – Interstate Reliability Project
Millbury, Sutton, Northbridge, Uxbridge and Millville, MA)
GIS/Mapping/Visual Support Specialist. Completed maps and visual analysis for various levels of environmental permitting, impact analysis for wetlands, tree



Kelsey Gabriel

removal, residential/sensitive receptor proximity analysis (electromagnetic field), and residential visual impact assessments. Assisted in the preparation of Parcel and Permit Specific Detail table.

National Grid - Depot Street, Uxbridge, MA

GIS/Mapping/Visual Support Specialist. Performed preliminary site assessments, environmental constraints mapping, geo-referencing and digitized CAD drawings, and mitigation plan mapping.

Northeast Utilities/Western MA Electric Company – Pittsfield-Greenfield Area Solution Projects, Lee Line, Montague to Greenfield Line, Northfield to Erving Line, Pleasant to Blandford Line, Blandford to Granville Line, MA GIS/Mapping/Visual Support Specialist. Created locus maps and resource area proximity analysis maps, large scale regional mapping of utility lines for state licensing application.

National Grid - 303/315 OPGW Replacement Project, MA and RI GIS/Mapping/Visual Support Specialist. Prepared environmental and utility mapping for federal, local, and state permits in MA and state and local permits in RI. Downloaded and manipulated data from state data sources (for both MA and RI), digitized structures, access points, and temporary natural resource mitigation structure locations for utility maintenance, repairs and improvements.

National Grid – C181/D182 Reconductoring and Pole Replacement Project, Somerset, Swansea, Rehoboth, Dighton, Norton, Attleboro, North Attleboro, Plainville, and Wrentham, MA

GPS/GIS/Mapping/Visual Support Specialist. Collected field-delineated wetland flags via GPS. Developed environmental and utility mapping for federal, local, and state permits in MA. Downloaded and manipulated data from state data sources, digitization and population of GPS data to shape files (wetlands, streams, structures, access points, culverts), and temporary natural resource mitigation structure locations for utility maintenance, repairs and improvements.



QUALIFICATIONS OF LEON J. BOUDREAU, SRA, MRA

Real Estate Appraiser and Consultant

P. O. Box 7574
Fitchburg, MA 01420
Leon1@comcast.net

Tel. # 978-342-1084 Cell # 978-807-9545 FAX # 978-537-3680

History

L. J. Boudreau Associates, Real Estate Appraisal and Consulting, was formed in 1968 by Leon J. Boudreau.

Professional Memberships

Appraisal Institute (Greater Boston Chapter)

Member as Senior Residential Appraiser (SRA)

Served as: President; member Board of Directors; Chairman Education Committee, Chairman By-Law Committee

Appraisal Institute (National)

Served on: Examination Subcommittee -- Residential Appraiser Board

Massachusetts Board of Real Estate Appraisers (MBREA)

Member with MRA designation, which qualifies appraisers who are experienced in the valuation of commercial, industrial, residential and other types of properties, and who advise clients on real estate investment decisions.

Served as: President; Member Board of Trustees; Co-Chairman Admissions Committee; Co-Chairman Education Committee; Chairman By-Law Committee; Scholarship Committee.

Licensure/Certification

Commonwealth of Massachusetts, Division of Registration Board of Real Estate Appraisers -- Certified General Real Estate Appraiser License No.289, Serial No.328672

PROFESSIONAL EXPERIENCE

Leon J. Boudreau has been a full time professional real estate appraiser and consultant since 1968, specializing in appraising all types of commercial properties, industrial complexes, nursing homes, multifamily apartment and housing projects and vacant land.

An expert in partial acquisition and easement takings, he has completed appraisals for public and private clients for eminent domain takings, including before-and-after valuation. He has also completed appraisal assignments for special purpose properties, including public, vocational and private schools, restaurants, garages, nursing homes, daycare centers, rest homes, churches, airports and institutional properties.

Clients have included numerous financial institutions, investment firms, municipal, state and federal government agencies, attorneys and private individuals.

Qualified as expert witness in **Superior Court** -- Worcester and Middlesex Counties; **District Court** -- Worcester, Middlesex and Franklin Counties; **Bankruptcy Court**; and **Appellate Tax Board**.

INSTRUCTOR EXPERIENCE

Approved instructor on local and national level instructing Course 110 Appraisal Principles; Course 120 Appraisal Procedures; and Course 210 Residential Case Study; for the Appraisal Institute.

One-day seminars on completion of FHLMC forms, i.e., single-family residences, multi-family residences and condominiums for the Massachusetts Board of Real Estate Appraisers.

Introductory course in appraising for the Continuing Education Division of Bentley College, Waltham, MA for the Massachusetts Board of Real Estate Appraisers.

Appraising Residential Properties for the Continuing Education Division of The University of Massachusetts.

Clients served and references are available on request.

CERTIFICATE OF VOTE OF ORGANIZATION

As a duly authorized meeting of the Board of Directors of the	e BSC Group, Inc.
	(name of corporation)
held on, at which a quorum was p (date)	present and acting throughout, Directors were
present or waived notice, it was voted thatDav	id Hayes, President and CEO of this
	(name and title)
organization be and hereby is authorized to submit proposed behalf of said organization, and affix its Corporate Seal ther upon this organization. A TRUE COPY, ATTEST: Place of Bu	eto and such action shall be valid and binding
15 Elkins S	Street, Boston, MA 02127
I hereby certify that I am the <u>Assistant Clerk</u> of (Title)	BSC Group, Inc. , (Name of Organization)
Devid Henry	
(Name of Officer)	President and CEO of said company, (Title)
and the above vote has not been amended or rescinded and	remains in full force and effect as of the date
of this contract. Signature:	ma mair
Name/Title:	rna Martin, Assistant Clerk
(Corporate Seal)	1/15/2015
COMMONWEALTH OF MASSACHUSETTS, SS	20_1 5
nstrument to be his/her free act and deed before me.	
NOTARY PU	IBLIC Nacion Cohice sison expires: Navember 19, 2021

CERTIFICATE NON-COLLUSION AND TAX COMPLIANCE

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Se	curity Number or Federal Identification N	umber
BSC Gro	up, Inc.	
Company	Name	
David Ha	yes	
Printed N	ame of Signer	<u> </u>
De	= Why	
Signature		
	115/15	
Date		

04 2000674

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to M.G.L. Chapter 30B.

CERTIFICATE OF VOTE OF ORGANIZATION

As a duly authorized meeting of the Board of Directors of the	BSC Group, Inc.
	(name of corporation)
held on, at which a quorum was pres (date)	ent and acting throughout, Directors were
present or waived notice, it was voted that David H	layes, President and CEO of this
	(name and title)
organization be and hereby is authorized to submit proposals behalf of said organization, and affix its Corporate Seal thereto upon this organization. A TRUE COPY, ATTEST: Place of Busine	and such action shall be valid and binding
15 Elkins Stre	et, Boston, MA 02127
	SC Group, Inc.
(Title)	(Name of Organization)
that is the duly elected Pre	esident and CEO of said company,
(Name of Officer)	(Title)
and the above vote has not been amended or rescinded and rea	mains in full force and effect as of the date
of this contract. Signature:	na Mar
Name/Title: Lorna	Martin, Assistant Clerk
Date:	15/2015
(Corporate Seal)	
COMMONWEALTH OF MASSACHUSETTS, SS <i>Sv.ffolk</i>	<u>د</u> , 20_1 ق
Then personally appeared the above named Loren M. Instrument to be his/her free act and deed before me.	
NOTARY PUBL My commissio	n expires: Navember 19, 2021

CERTIFICATE NON-COLLUSION AND TAX COMPLIANCE

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

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Social S	Security Number or Federal Identification Numb	er
BSC G	roup, Inc.	
Compa	ny Name	
David H	Hayes	
Printed	Name of Signer	
12	- W Hay	
Signatu	re	
	9/15/15	
Date	1/2/	

0

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to M.G.L. Chapter 30B.

AGENDA ITEM #5

Change of Manager Request – Medway Veterans Building Assoc. (Medway VFW)

Associated back up materials attached.

Alcoholic Beverages Control Commission (ABCC) required application materials

Proposed motion: I move that the Board approve a change of manager for Medway Post #1526 VFW from Lawrence Landry to John Larney.



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114

www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE:	RETA				
CHECK PAYABLE TO ABC	C OR COMMONWE	ALTH OF MA:	\$200.0	Ю	
CHECK MUST DENOTE THE	NAME OF THE LICENS	SEE CORPORATION, LL	C, PARTNERSHII	, OR INDIVID	UAL)
CHECK NUMBER					14969
IF USED EPAY, CONFIRMAT	TION NUMBER				
A.B.C.C. LICENSE NUMBER	(IF AN EXISTING LICEN	ISEE, CAN BE OBTAINE	D FROM THE CI	TY)	C00003
LICENSEE NAME	MEDWAY VETERANS B	UILDING ASSOCIATION	I, INC.		
ADDRESS 1	123 HOLLISTON STREET				
CITY/TOWN	MEDWAY	STATE	MA	ZIP CODE	02053
TRANSACTION TYPE (Please	e check all relevant tra	nsactions):			
Alteration of Licensed Pre	mises 🔲 Cordials/Lic	queurs Permit	New Offi	cer/Director	Transfer of License
Change Corporate Name	e 🔲 Issuance of	Stock	New Stoc	kholder	Transfer of Stock
Change of License Type	Manageme	nt/Operating Agreement	Pledge of	Stock	Wine & Malt to All Alcohol
Change of Location	More than	(3) §15	Pledge of	f License	6-Day to 7-Day License
Change of Manager	New Licens	se	Seasonal	to Annual	
Other					
THE LOCAL LICE	NSING AUTHORI	TY MUST MAIL T	HIS TRANS	MITTAL FO	ORM ALONG WITH THE

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114

www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

068400003			MEDWAY
ABCC License Number			City/Town
The licensee MEDWAY VETERANS BU following transactions: Change of Manager Pledge of License/Stock Change of Corporate Name/DBA Change of License Type (§12 ONL)	☐ Alterat ☐ Cordia ☐ Chang	pectfully petitions the Licensir tion of Premises al & Liqueurs ge of Location	ng Authorities to approve the
	Last-Approved Manager:	LARRY LANDRY	
	Requested New Manager:	JOHN P LARNEY	
☐ Pledge of License /Stock	Loan Principal Amount: \$	Inter	rest Rate:
	Payment Term:	Lender:	
Change of Corporate Name/DBA	Last-Approved Corporate N	Name/DBA:	
	Requested New Corporate	Name/DBA:	
Change of License Type	Last-Approved License Typ	e:	
	Requested New License Ty	pe:	
Alteration of Premises: (must fill or Description of Alteration:	ıt attached financial informa	tion form)	
	attached financial informatic	on form)	
Change of Location: (must fill out	Last-Approved Location:		
	Requested New Location:		
Signature of Licensee	- 1 Landy	Date Signed	123/2015



VETERANS OF FOREIGN WARS OF THE U.S. MEDWAY POST NO. 1526
123 Holliston Street
P.O. Box 319 2 6 4
Medway, Massachusetts 02053

To Whom It May Concern:

April 1, 2015

John P. Larney has been elected to the position of Quartermaster of Medway VFW Post 1526 effective April 1, 2015. The job of Quartermaster is the Chief Financial Officer of the Post, and John will be in charge of the day to day operations of the post. Please see below for more details.

Larry Landry, our past Quartermaster is retiring after 25 years of faithful service.

THE POST QUARTERMASTER: "The Post Quartermaster is the chief financial officer of the post. The Quartermaster is the custodian of all Post property and the officer responsible for safeguarding Post funds and property. The Quartermaster is accountable to the Post, Department and the National Organization for all of the monies, securities, vouchers and property of the Post. The Quartermaster is the only one authorized under the By-Laws, to receive, handle, disburse and account for funds of the Post. There are no exceptions to this rule!"

"No committee, holding company, canteen manager, group or individual in the Post or in any way connected with the Post's activities, can take this authority and responsibility from the Post Quartermaster. All funds, monies or property accumulated under the name of the Veterans of Foreign Wars for the Post, regardless of the nature of the activity which accumulated them, are the property of the Post and subject only to disposition by Post action. No Post member can mandate the expenditure of funds or disposition of Post Property unless properly authorized by the Post and executed by the Quartermaster." Source: VFW Quartermaster's Manual, 2014-2015 printing

Signed this date by:

Leonard O. Desmarias

Post Commander

Frederick Souza

Post Adjutant

LICENSE FOR ALCOHOLIC BEVERAGES THE LICENSING BOARD OF



THE TOWN OF MEDWAY, MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALLER

License to Expose, Keep for Sale, and to Sell All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To:

MEDWAY VETERANS BUILDING ASSOCIATION, INC. d/b/a MEDWAY POST #1526 VFW LAWRENCE LANDRY, MANAGER

On the following described premises:

123 HOLLISTON STREET: TWO-STORY WOOD FRAME/BRICK BUILDING; UPPER LEVEL FRONT ENTRY WITH COAT ROOM AND RESTROOMS; BANQUET HALL; KITCHEN; BAR AND TWO STORAGE AREAS; SIDE EXIT FOR EMERGENCY; REAR EXIT LEADING TO LOWER LEVEL WHICH CONTAINS BAR, STORAGE AREA AND TWO LOUNGES; TWO EXITS AT REAR AND SIDE.

This license is granted and accepted upon the express condition that the license shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities.

This license expires December 31, 2015, unless earlier suspended, cancelled or revoked.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures this day of DECEMBER 2014.

The Hours during which Alcoholic Beverages may be sold are:

From 8:00 a.m. 1:00 a.m. Monday to Saturday

and

12:00 noon to 1:00 a.m., if serving food, otherwise 1:00p.m.to midnight on Sunday.

May White LICENSING BOARS

#068400003

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

MEDWAY VETERANS BUILDING ASSN. INC.

123 HOLLISTON STREET
MEDWAY, MASSACHUSETTS 02053

CORPORATE VOTE

On November 24, 2015 the Medway Veterans Building Association, Inc. voted to replace Lawrence Landry as the Manager of the premises located at 123 Holliston Street, Medway, MA with JOHN P. LARNEY as the new manager. The vote was eight in favor, none opposed.

Kenneth McGovern

JOHN P. LARNEY, JR

Notary Public

OMMONWEALTH OF MASSACHUSETTS My Commission Expires April 29, 2022

President

Fred Souza

Clerk

JOHN P. LARNEY, JR.

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires

April 29, 2022

AGENDA ITEM #6

Change of Sunday Hours Request – Medway Beverages, Inc. d/b/a Keystone Liquors

Associated back up materials attached:

- ABCC Retail Alcoholic Beverages License Application
- Corporate vote

Proposed motion: I move that the Board approve a change of Sunday opening time for Keystone Liquors to 10 AM.

Print Form

The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

REVENUE CODE:	RETA			
CHECK PAYABLE TO	O ABCC OR COMMONWEAL	TH OF MA:		NO FEE
A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):				068400010
LICENSEE NAME:	Medway Bovera	gcs.		
ADDRESS:	88 main 54.			
CITY/TOWN:	Medway	STATE MA	ZIP CODE	02053
TRANSACTION TYPE (Please check all relevant transactions):				
Change of Hours Su	andry change to 10:00 am	•		
Change of DBA				
Charity Wine License				

ALCOHOLIC BEVERAGES CONTROL COMMISSION P. O. BOX 3396
BOSTON, MA 02241-3396

Change of Hours Checklist

This application will be returned if the following documentation is not submitted:

Vote of Corporate Board or LLC

Note: No fee is required for this transaction as formal ABCC approval is not necessary

November 12, 2015

Town of Medway

155 Village St

Medway MA 02053

CERTIFICATE OF CORPORATE VOTE

Dear Board of Selectman

This is to certify the Board of Directions of Medway Beverages met at 88 Main St Medway MA on November 12, 2015 and voted unanimously to:

Change Sunday opening hour from noon to 10:00cm

Sincerely,

Gary Passmore

Days laron

President

AGENDA ITEM #7

Authorization of Chairman to Execute Contract with Beals and Thomas for Trail Design and Engineering Services - \$35,000

Associated back up materials attached:

Proposed contract

Proposed motion: I move that the Board authorize the Chairman to execute a contract in the amount of \$35,000 with Beals and Thomas as presented.

AGREEMENT BETWEEN THE TOWN OF MEDWAY and

BOALS AND	THOMAS, INC

This Agreement is made on this 19th day of November, 2015, between the Town of
Medway, the County of Norfolk and the Commonwealth of Massachusetts, acting by and through its
duly elected Board of Selectmen (hereinafter, the "Town") and BEALS AND THOMAS, (NC
(hereinafter, "Consultant"), an engineering firm with its principle place of business at
144 TURNPIKE PRAD SOUTHBURNEH, MA
whereby the Town and Consultant contract for services under the terms and conditions set forth herein.
The is responsible for administering the contract.

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

Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

I. CONTRACT DOCUMENTS

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between the Town and the Consultant and supersede any and all prior written or oral understandings between the Town and Consultant. In the event of a conflict between this Agreement and any of the Exhibits set forth below, this Agreement shall take precedence.

Exhibits

- A. Consultant's proposal
- B. Town's Scope of Services
- C. Certificates of insurance required under this Agreement
- D. Certificate of Vote of Organization
- E. Certificate of Non-Collusion

II. CONSULTANT'S SERVICES

The Consultant shall provide design/engineering services for an approximately one mile segment of the Medway Link Trail. The full execution of this Agreement constitutes the Town's written authorization for the Consultant to proceed with the professional services described in the Consultant's proposal.

III. PROFESSIONAL STANDARDS

Consultant shall perform the Services under this Agreement in a professional manner consistent with industry standards provided by Consultants practicing in the same or similar locality under the same or similar circumstances. Any defect or deficiency in Consultant's Services that do not meet the above standard of care which is identified by the Town of Medway or Owner after the delivery of Consultant's Services shall be remedied by Consultant promptly and at no cost to Town of Medway or Owner.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Except as otherwise provided herein, Drawings, Specifications, and documents, prepared by the Consultant, as part of its Services shall become the property of the Town of Medway. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the originator, but provided the Town of Medway pays Consultant for the services provided under this Agreement, it shall have a royalty free perpetual license to use said property.

V. TOWN'S RESPONSIBILITES

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

VI. PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

The Town shall pay the Consultant for the performance of this Agreement a sum not to exceed # 27,000 for the services on a time and materials basis as described in the Consultant's proposal. Consultant shall not be paid for any services in excess of this amount without approval and notice to proceed from the Town.

The Town shall make payment on a monthly basis to the Consultant within thirty days after receipt of an invoice from the Consultant.

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

VII. SUSPENSION OF WORK

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

VIII. TERMINATION

8.1 By Town

- **8.1.1** In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of QA Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of QA Services, in the excess of what Town would have paid Consultant for the completion of QA Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.
- **8.1.2** Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- **8.1.3** In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.
- **8.1.4** After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.
- **8.1.5** Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant also shall have the right to terminate this Agreement if Town fails to make timely payment on the amounts due to Consultant under this Agreement.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air

conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

IX. INSURANCE

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

- 9.1 Worker's compensation insurance in accordance with state law. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.
- Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury) with a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.
- 9.3 Comprehensive automobile liability insurance (including owned, non-owned and hired vehicles) at limits not less than\$1,000,000 bodily injury and property damage combined single limit per accident;
- 9.4 Professional liability insurance with limits of at least \$1,000,000.00 for each claim and at least \$1,000,000.00 in the aggregate covering Consultant's negligent errors and omissions of the Consultant and of any person or entity for whose performance the Consultant is legally liable at all times while services are being performed under this Contract.
- 9.5 The Consultant must furnish a certificate of insurance evidencing all insurance coverage required by this Contract to the Town at time of contract issue. This Certificate of Insurance will be attached as Exhibit C to this Agreement.
- 9.6 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. The Town shall be added as an additional insured on each policy, with the exception of the worker's compensation insurance and professional liability insurance. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

X. INDEMNIFICATION

- agrees to indemnify, defend, and hold harmless Town, and its officers, employees and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and reasonable attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's services, or any activities, operations, conducts, negligence, or omissions of Consultant or its agents, as described below, regardless of whether same is caused in part by Town or any third party. Nothing in this paragraph shall apply to indemnification for claims arising from professional services, which is addressed below in article 10.2.
- 10.2 Indemnity for claims that arise from professional services: To the fullest extent permitted by law, Consultant agrees to indemnify and hold the Town, its officers, employees and agents harmless from and against claims, liabilities, damages, penalties, judgments, and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of professional services. Nothing in this section shall apply to indemnification for claims arising from non-professional services which are addressed in article 10.1.
- 10.3. Survival. All express representations or indemnifications included in this Agreement will survive its completion or termination for any reason. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event this Agreement is terminated for any reason, this Section X shall survive. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for this claim would be barred by an applicable statute of repose or statute of limitations.

XI. MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

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

11.2 Binding Agreement and Assignment of Interest

This Agreement shall be binding upon Consultant and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Consultant. The Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

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

11.4 Inspection by Town

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

11.5 Incorporation of Applicable Law

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

11.6 Governing Law

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

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

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation as of the date of submission. The certificate will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

11.9 Interpretation & Severability

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

XII. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Consultant no later than MARCH 30, 2016

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

Consultant ROBBOT WEJOKAROTT	Town of Medway by its Board of Selectmen
For Somer Associate	
By its duly authorized representative	
Date: November 19, 2015	Date:
Approved as to availability of funds:	Approved as to form:
(and Kell	Clex-
Town Accountant	Town Counsel
28009152 5314	

Account Number



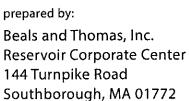
Response to Request for Proposals for Professional Design Services:

Town of Medway – Link Trail

Medway, MA

M3976.05









Presented to:
Community Preservation Committee
Attn: Susan E. Affleck-Childs
Town of Medway
155 Village Street
Medway, MA 02053

October 2, 2015





T 508.366.0560 F 508.366.4391 www.bealsandthomas.com Regional Office: Plymouth, MA

October 2, 2015

Community Preservation Committee Attn: Susan E. Affleck-Childs, Planning and Economic Development Coordinator Town of Medway 155 Village Street Medway, MA 02053

Via: e-mail to sachilds@townofmedway.org

Reference: Response to Request for Proposals

Town of Medway - Link Trail

Medway, Massachusetts Project No. M3976.05

Dear Ms. Affleck-Childs and Members of the Committee:

Beals and Thomas, Inc. (B+T) is pleased to provide our proposal for trail design services for a section of the proposed recreational path between Medway's Choate Park and Wenakeening Woods in Holliston, MA. We were provided a conceptual route of the trail that is approximately one mile in length and will involve several wetland crossings. However, we understand that the final route of the trail may be modified based on the findings in the initial phase of our analysis. We have prepared our proposal based upon your request for services dated September 30, 2015 and the associated plan of the route as it is currently contemplated.

Our proposal demonstrates the expertise and experience necessary to perform these services to the satisfaction of the Trail Design Task Force, as it strives to meet its goal to enhance trail connections that will provide access to residents who seek to enjoy the natural landscape features of the Town. We have assigned a team of professionals tailored to suit the nature of the Medway Link Trail project. Our team will provide:

- Collective experience in trail design and planning, public participation support and park and recreation analysis;
- Collective experience working with Massachusetts municipalities and local, state and federal regulations and permitting processes;
- A commitment to environmentally conscious, results-oriented planning and design; and
- Dedication to the fundamental principles of conservation, protection and careful development of land and water resources.

Community Preservation Committee
Attn: Susan E. Affleck-Childs, Planning and Economic Development Coordinator
Town of Medway
October 2, 2015
Page 2

We thank you for the opportunity to submit this proposal and look forward to working with the Town of Medway on this project.

Very truly yours,

BEALS AND THOMAS, INC.

Robert E. Weidknecht, RLA, LEED AP

Senior Associate

Enclosure

DJL/DMF/REW/ars/M397605PR001



Table of Contents

PROJECT APPROACH	1
SCOPE OF SERVICES	2
Base Services	
Task 1 – Data Gathering Task 2 – Site Visits Task 3 – Conduct Wetlands Delineation	
Task 4 –Trail Design Task 5 – Preliminary Cost Estimate Task 6 – Meeting Attendance Task 7 – Final Product Proposed Base Services Fee	3 3
Recommended Supplemental Services	4
Task 8 – Topographic Survey	4
PROPOSED PROJECT SCHEDULE	4
B+T QUALIFICATIONS	
Company Introduction	
Project Team	5
Project Manager	

APPENDICES

Appendix A: Resumes



Project Approach

Beals and Thomas, Inc. (B+T) is aware of the significant benefits that a multi-use trail can provide to a community. The specific trail in Medway, with its ultimate connection to Choate Park, the High School, the athletic fields near Lovering Street, Wenakeening Woods, and the Upper Charles Rail Trail will provide an excellent amenity for Medway residents for recreation and has tremendous potential to become a focal point for the Town.

Robert Weidknecht, who will serve as the project manager for this exciting project, has chaired the Holliston Upper Charles Trail Committee for 15 years. He has "lived" Rail Trails over those years, seeing firsthand how a community can initially be reluctant to devote the necessary resources to convert an abandoned corridor to a Rail Trail. He understands the considerable effort that is needed to build support and consensus for such an endeavor but has seen the rewards in a successful project. The Trail in Holliston has become a focal point, an activity center and a source of pride for the community. Robert has also seen how the success of the Milford and Holliston trail sections have sparked interest and excitement of adjacent communities in Sherborn, Hopkinton and Ashland.

The Town of Medway has the vision to see the many benefits that a multi-use trail brings to a community and we are very excited about the opportunity to assist in the accomplishment of this vision.

A multi-use trail is much different from a hiking trail. People who may not normally consider hiking in the woods will start walking or riding on a multi-use trail. Holliston has seen parents and empty nesters purchase bicycles and take up a healthy activity that they would not have considered otherwise, given the dangers of riding on busy streets as compared to the safer recreational opportunities provided by the multi-use trail. The flat surface, with no obstructions, is ideal for all ages and abilities.

One key component to gaining support for the project is to provide examples of the community-building potential of such a project. Examples can be found locally with the Upper Charles Rail Trail in Holliston, Hopkinton and Milford. These communities have created partnerships with numerous groups that have fostered activities and support. The Holliston Middle School partners with the Holliston Senior Center to perform an annual Intergenerational Workday on the Trail. The Garden Club has planted numerous trees and landscaping improvements as part of their Arbor Day activities. Over a dozen projects completed by National Honor Society, scout groups and eagle scout candidates have made significant improvements along the corridor. The Holliston in Bloom committee has also featured the Rail Trail as a significant resource for the Town to showcase as part of the annual America in Bloom contest. As a result of these activities and the attention gained for this community treasure, two of the historic structures along the corridor have been listed as "Massachusetts Most Endangered Historic Resources" by the Preservation Massachusetts organization. In addition, an annual event has been established featuring First Night activities with well over 1,000 people in attendance, making the Trail a place for year-round activities. We see this trail as providing that potential for Medway community organizations to join the cause of providing a wonderful resource for the Town.

The approach that we will take with this project is to carefully evaluate the route planning based on the sensitivity of the resources identified. We will plan a trail route that will minimize wetland crossings, factor in the resources, and consider accessibility and slope conditions. A major cost consideration will be the design for any boardwalk systems. We will review the soil conditions at the proposed boardwalk locations and prepare a design package that minimizes the significant structural costs.

Scope of Services

Base Services

We have included the Scope of Services provided in the Request for Proposals and have provided additional clarifications that are necessary based on our understanding of the Project.

Task 1 - Data Gathering

Consultant/ Engineer to review data from the following sources:

- USGS topographic plans and Orthophotos from MassGIS
- Wetland delineations available (eg. Plans for Evergreen Meadow Subdivision [Iarussi Way] and 129-R Lovering Street [Millston ARCPUD])
- O MassGIS data layers for flood plains, wetlands, vernal pools, BioMap (biodiversity areas)

Scope Clarification: We will prepare a base plan using available LiDAR information compiled with other sources of information as noted above.

Task 2 - Site Visits

Conduct Site Visits (2) - Initial site visit for review of topography and sensitive resources to avoid in designing the trail layout and a second site visit for review of a recommended trail route with the Trail Design Task Force to be established by the Conservation Commission and the Open Space Committee and described further below.

Scope Clarification: The site visits will be performed to review the extent of wetland resource areas, sensitive resources and seek alternative routes to minimize costly boardwalks or bridges.

Task 3 - Conduct Wetlands Delineation

Complete wetlands delineation based on initial site visit for review of sensitive resource areas and the location of the proposed trail route established by Medway volunteers and staff. The intention here is to limit the wetlands delineation to those areas adjacent to the trail layout.

Scope Clarification: We will flag the wetland boundary following the corridor. We estimate that 5,000 linear feet of wetland and 300 linear feet of banks of adjacent rivers or streams will need to be located for this route. We will locate the wetland and bank flags by field survey and supplement the base plan noted above. The base plan will provide the wetland resource areas, FEMA floodplain and buffer zones. We will perform soil augers at the proposed wetland crossings to understand depth and condition of soils and peat.

Task 4 -- Trail Design

Design trail location based on site visits, information resources, and the discussion and recommendations from the Trail Design Task Force. Trail Design to include the following components:

- Design trail along route indicated, provide for intersection of possible future trail connections (not to be designed at this time) with indicator points to be noted on plans.
- Design footbridges or boardwalks over wetlands resources (where needed), a perennial stream known as Chicken Brook, and two or more intermittent stream crossings. Proposed designed crossings will meet the stream crossing standards under the WPA.



- Prepare a design/build plan. Criteria to include reducing impacts to the flood plain and wetland resources.
- Trail width is to be 6' 10' depending on topography. Branches are to be cleared to 10' as necessary.
- Trail is to be cleared and "grubbed". Surface is to be natural materials such as woodchips as available.
- Identify areas for benches for wildlife viewing and resting.
- Incorporate fencing that does not constitute a wildlife barrier and landscaping options to protect/screen immediate abutters in selective areas as may be needed and provide a native/educational habitat

Scope Clarification: We will evaluate alternatives for the various boardwalk footing systems available based on the soil conditions encountered at the crossings. The plans and details will be based on a design/build method for the boardwalk system.

Task 5 – Preliminary Cost Estimate

Based on the trail design, prepare a preliminary construction cost estimate from start of construction to finalized trail. This will provide a basis for a future funding request to the Community Preservation Committee for consideration at the May 2016 town meeting.

Scope Clarification: The preliminary cost estimate will include the costs for contracted services for site preparation, erosion control, grading, surface material and boardwalks.

Task 6 - Meeting Attendance

Attend 4 meetings – Preliminary meeting, initial layout and route meeting with the Task Force, design meeting with the Task Force, and a final presentation meeting with the Task Force, Open Space Committee, and Conservation Commission.

Scope Clarification: We will utilize these meetings to review the proposed route, materials, costs and funding for the Project and seek feedback from Committee members and stakeholders.

Task 7 - Final Product

The final product will be a plan depicting the final trail location, materials specifications, plan details for the footbridges or boardwalks for wetland and stream crossings, and the construction cost estimate.

Scope Clarification: We will provide electronic copies of the documents and up to five hard copies of the plans and estimate.

Proposed Base Services Fee

The following is the lump sum fee for the services outlined in Base Services of the Scope of Services:

Lump Sum Fee

\$27,000

Additional Services will be provided for additional mutually satisfactory compensation.



Recommended Supplemental Services

Task 8 – Topographic Survey

We recommend performance of an on-the-ground survey of the wetland crossings in order to provide adequate design of the crossings. We will provide up to one acre of topographic survey at the proposed crossings. We assume that the services will be authorized concurrently with the services to locate the wetlands and bank flags in Task 3 above.

The following is the lump sum fee for the Recommended Supplemental Services:

Supplemental Services Fee (Lump Sum)

\$3,500

Proposed Project Schedule

We will coordinate the Project schedule with Town of Medway representatives. We anticipate that the trail design will commence after the November 16, 2015 Town meeting and will be completed by March 30, 2016.



B+T Qualifications

Company Introduction

For more than 30 years, Beals and Thomas, Inc. has been providing professional services that support the development and conservation of land and water resources throughout New England. We are committed to preserving the integrity of the New England landscape through sound environmental design, and have established a corporate identity based on a balanced perspective with the planning, development, and conservation of land and water resources.

We specialize in land surveying, civil engineering, environmental services, landscape architecture, planning, permitting and wetlands consulting. The combined perspective of our multidisciplinary team provides the leadership and management necessary to address client and project needs in a comprehensive and responsive manner. We dedicate the necessary time and staff resources to meet project deadlines and ensure that our clients are uniquely prepared to respond to a range of issues with timely and cost-effective solutions. Our ability to manage and experience with large, complex projects includes a sensitivity to which land development goals and objectives are balanced with environmental and regulatory considerations.

B+T maintains a depth of staff that allows us to supplement the required services for this project as may be necessary. We have employees representing degrees in civil engineering, landscape architecture, environmental management, surveying, environmental studies, community planning and development, geology and biology. We currently staff Professional Engineers, Registered Landscape Architects, Professional Land Surveyors, LEED® Accredited Professionals, Licensed Site Professionals, Envision Certified Professionals and Professional Wetland Scientists.

With an advanced understanding of landscape design and an approach that encourages collaboration with civil engineers, surveyors, and environmental professionals, we design projects to be compatible with the existing physical and regulatory environment. We incorporate critical details to advance project team goals and ensure a cohesive design.

Project Team

This proposal demonstrates our significant depth of experience in trail network design projects. We have assigned a team of professionals tailored to suit the unique nature of the Medway Link Trail Project.



Project Manager



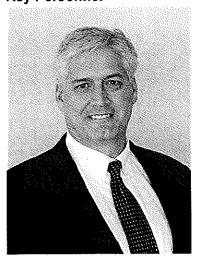
Robert Weidknecht, RLA will serve as the Project Manager and primary point of contact for the project. Robert is currently serving as landscape architect for a segment of the Neponset Greenway and recently completed plans and permitting for a section of the Hopkinton Center Trail. Robert served as Project Manager and Landscape Architect for the Needham Trails Master Plan, overseeing the mapping, analysis, concepts and planning for improvements to the trail network and user experience. The project included a five-year implementation plan for trail improvements, anticipated costs and permit requirements. The route planning included connections of trails both within the town, as well as to other regional trail networks. Robert is currently project manager for a boardwalk and bridge project for trails connection for the Town of Needham.

As an active member of his community, Robert has volunteered extensive amounts of his time toward conservation, recreation, and open space projects. He has served as the Chairman of the Upper Charles Trail

Committee since 2001, working on the conversion of a rail bed to a multi-purpose trail. Robert led numerous public meetings, town events and planning forums to gain support for the Holliston Section of the Upper Charles Trail. He has represented the Committee for the permitting process, parcel negotiations, and preparation of grant applications. Robert has also served on the Holliston Conservation Commission, and in that capacity has led Open Space and Recreation Plan updates.

Robert has presented at educational sessions of the 2011 and 2014 Massachusetts Trails Conferences regarding conversions of rail trails and right of way issues. He has also presented rail trail projects at various forums and public meetings including two Upper Charles Trail forums, the Bruce Freeman Rail Trail, and for the Needham Rail Trail. He has managed trail projects at B+T for private owners, municipalities and the Massachusetts Department of Conservation and Recreation.

Key Personnel



David LaPointe, RLA, LEED AP, CPSI, a landscape architect with significant experience with park and recreation design projects. David is experienced with public bidding and Massachusetts construction requirements and is currently addressing projects with the cities of Worcester and Brockton and the Massachusetts Department of Conservation and Recreation (DCR). David recently completed the design and provided assistance during the bidding and construction phases of the new trail system at the Sailing Camp Park in Oak Bluffs, MA and is currently involved with the design and provides construction administration support on the Charles River Reservation/Barnes Pathway for the Massachusetts Department of Conservation and Recreation.



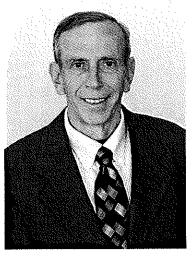
Andrew M. Louw is committed to design and planning that honors and reveals a landscape's cultural and ecological narratives through careful observation and creative interpretation. Throughout his design praxis, Andrew strives to meld the particular with the universal, developing design interventions that are both collaborative and sustainable.

Andrew has broad experience in landscape architecture and planning activities from program design and project conception through design development, permitting, and construction documentation. Andrew serves as a landscape designer and works closely with his colleagues throughout all project phases from site analysis and concept design through construction documentation. Andrew has recently prepared trail maps for the Town of Medway and Upper Charles Conservation Land Trust, Inc. Andrew is currently supporting the site analysis, planning, and cost estimates for the Dover Recreational Path feasibility study.

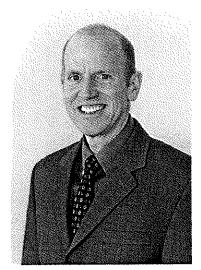


Stacy Minihane, PWS will conduct the evaluation of wetland resources within the study area. Stacy has extensive experience in wetland science, resource area delineation, environmental research and local, state, and federal permitting processes.

Stacy has assisted with the development of several open space and recreation plans and has conducted peer reviews on behalf of Conservation Commissions for municipalities throughout Massachusetts.



Robert Buckley, PLS will serve as the Professional Land Surveyor for the project. Robert is a Principal at Beals and Thomas, Inc. and has more than 40 years of land surveying experience. He is currently Chairman of the Milford Conservation Commission and is a founder of the Milford Upper Charles Trail. Robert played a key role in the Milford Upper Charles Trail from the onset to completion of the final phase. The Commonwealth of Massachusetts recognized his efforts in the presentation of a Resolution of Congratulations on October 14, 2014.



John Bensley, PE will support the engineering for the project. He recently served as the project manager for a section of the Upper Charles Rail Trail in Milford.

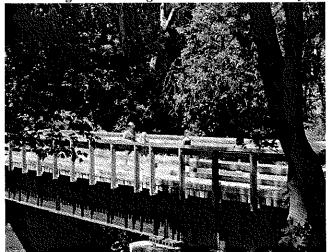
Support Staff

B+T maintains a depth of staff that allows us to supplement the required services for this Project as may be necessary.

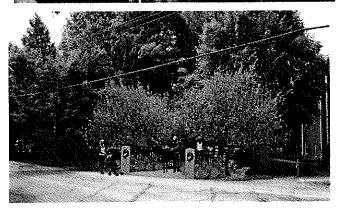
Resumes for key staff members are provided in Appendix A.

Relevant Project Experience

DCR Bridge & Trail Segment - Newton/Wellesley, MA



The DCR selected B+T to design a public multiuse accessible trail to connect from Concord Street in Newton to Washington Street in Wellesley. The trail crosses the Charles River at an existing railroad bridge that the DCR reconstructed for trail purposes. B+T performed wetland mapping, surveying and supported the DCR with ideas and graphics utilizing enhanced digital images for soliciting design input from the public at a meeting with residents and interested parties. We also prepared the construction plans and specifications for the trail and park, which were completed in 2010.





Charles River Reservation / Barnes Pathway - Needham, MA



The Barnes Pathway is located within the approximately 32-acre Charles River Reservation in Needham. The existing ½-mile paved walking path parallels the Charles River and offers a peaceful respite for walkers, joggers and those looking for an opportunity to enjoy the outdoors from the nearby commercial and residential buildings.

The Department of Conservation and Recreation selected B+T to design improvements to the pathway to achieve a cohesive, uniform path that will be accessible to all users. The project will enhance the user experience of the trail by providing landscape improvements,

accessibility improvements, and provide potential trail connections to an existing abandoned rail bed and bridge over the Charles River to nearby Newton and to an existing residential complex.

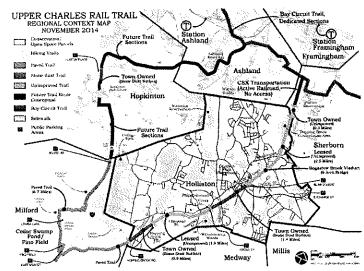


Neponset River Greenway - Boston, MA

B+T has recently been selected as part of the design team to provide landscape architecture services to assist Simpson Gumpertz & Heger as part of the DCR's Neponset River Trail Extension project from Victory Road to Morrissey Boulevard in Boston. The Neponset River Greenway Extension Project will complete the creation of a bicycle and pedestrian route that will link urban and suburban communities between the Blue Hills Reservation in Boston. Segment 3 will also connect with Boston's Harborwalk and improve the connection to the Pope John Paul II Park in Dorchester. The trail will provide a safe off-street route for bicyclists and pedestrians, resulting in safe passage under the Southeast Expressway.

Upper Charles Rail Trail, Multiple Communities, MA

The Upper Charles Trail is a state-funded project to convert a 24-mile abandoned rail bed into a scenic, recreational path for a variety of non-motorized uses. The trail connects the Towns of Milford, Hopkinton, Ashland, Sherborn, and Holliston, MA, and is intended to provide a direct connection with the Bay Circuit Trail. B+T has provided extensive pro bono work for the project, including landscape architecture, Support efforts planning, and surveying. involved design engineering, and plans and specifications, preliminary construction cost estimates, and wetland permitting assistance. Recently, B+T designed plans and specifications for the Town of Milford for its Phase III section of



the Upper Charles Trail in the downtown section of Milford. The grand opening for the Phase III trail in Milford was held in October 2014.

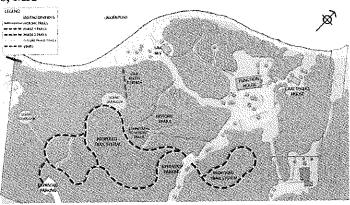
Center Trail, Hopkinton, MA

B+T has worked with the Town of Hopkinton for the design, permitting and construction documentation for two sections of the Hopkinton Center Trail, a multi-use accessible trail, planned as a section of the regional Upper Charles Trail. Portions of the trail are located within an abandoned railroad corridor. The trail connects between Main Street and the Hopkinton High School campus. Another section is currently under construction and connects the schools with a neighborhood off of Chamberlain Street. The trail runs through a large wooded conservation area.



Sailing Camp Park Trail System - Oak Bluffs, MA

B+T recently completed the development of a trail system design for the Town of Oak Bluffs Sailing Camp Park. The natural beauty and rich history that distinguishes Sailing Camp Park provides the perfect setting for a passive trail system. The 16-acre park was formerly owned and occupied by the Patriot's Trail Girl Scout Council Vineyard Sailing Camp, which closed in 1981. The camp was purchased by the Town of Oak Bluffs in 1983 and is currently Conservation administered by the the Commission consistent with



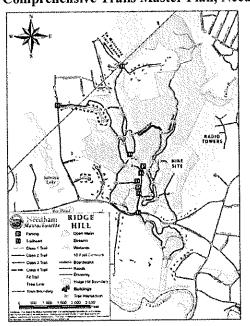
responsibility to preserve and manage open space. The project involved establishment of a walking trail system throughout the camp property, creating an accessible passive recreational area for the public and local residents to enjoy.

The initial phase of the project involved a boundary and topographic survey of the 16-acre property located on



Lagoon Pond, a natural resources inventory of species and vegetation, and conceptual design development of trail routes through the park. The Town subsequently requested funds from the Community Preservation Committee at the annual spring town meeting to construct the trail system. Enhancing the trail system throughout Sailing Camp Park will continue to provide an important connection to nature as well as promote physical activity — features that are essential to maintaining a livable, sustainable community.

Comprehensive Trails Master Plan, Needham, MA



B+T worked with the Needham Trails Committee, as well as interested citizens and Town representatives, to prepare a Comprehensive Trails Master Plan for the town-wide and regional trail system. The goal of the Master Plan was to create a unified trail system that linked conservation and recreation land within the Town and to adjacent towns, and encouraged and informed residents of its use. Major project objectives included providing adequate trail access, prioritizing trails maintenance and construction, and providing the necessary signage. The project included review and analysis of existing and proposed accessibility and permitting requirements, analysis of sensitive ecological areas, and public forums and meetings. We prepared a master trails map, individual trail maps, and a 5-year master plan for general/safety improvements and cost estimates. The Town is implementing the action plan and has engaged B+T to design and permit trail connections.



Malden Riverwalk - Malden, MA

B+T provided civil engineering, permitting, and stormwater management design services for Combined Properties' redevelopment of the former Rohm Tech chemical manufacturing site at 195 Canal Street in Malden. The building and site redevelopment project included the demolition of a former resin/lacquer manufacturing building, an above ground tank farm, and several small outbuildings. The main office building was gutted and its structural support system was reused to construct a new 75,000 square-foot office building that currently houses Cambridge Health Alliance's Malden Bone and Joint Center.







The rear of the site stretches along 700 feet of the Malden River, a

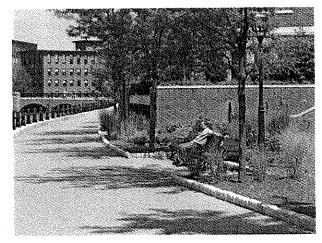
small waterway whose watershed has been subject to the effects of gradual urbanization for several centuries. Although the site presented significant environmental constraints and challenges to redevelopment, it also presented the opportunity to remediate and mitigate the environmental damage that resulted from past uses of the site. To take advantage of this opportunity, Combined Properties constructed a new publicly accessible walkway along the riverfront portion of its property. The new walkway grew out of a public/private collaboration among Combined Properties, the state Department of Environmental Protection as overseer of the Chapter 91 waterways licensing program, and the state Department of Conservation and Recreation, which contributed access for a segment of the walkway to be built on its land.

The riverwalk was officially opened in May of 2011 and is incorporated into The Northern Strand Community Trail, a proposed trail system linking Everett, Malden, Saugus, Revere and Lynn sponsored by Bike to the Sea, Inc.

Cronin's Landing Riverwalk - Waltham, MA

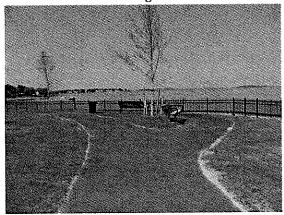
B+T assisted the Waltham Planning Department with the preparation of grant applications including the design of streetscape improvements to Moody and Crescent Streets, and an adjoining riverwalk along the Charles River. The riverwalk incorporated ornamental features traditional to the Victorian era along a 1,000-foot, handicapped-accessible brick and granite cobblestone walkway, and dramatically accentuates the revitalized district while providing passersby with an area for passive recreation.

B+T also provided services to the City for riverboat docking facilities adjacent to the riverwalk, and was awarded the Boston Society of Architect's Citation for Community Revitalization in July 2000 for our efforts in the redevelopment process.





Lovell's Grove and King's Cove at Fore River Station, Weymouth/Quincy, MA



The redevelopment of Lovell's Grove & King's Cove required landscape and pedestrian improvements to enhance on-site vehicular circulation, pedestrian walkways, and connection of larger public park areas in an effective manner. B+T provided civil engineering, landscape design, wetland permitting, and land surveying services for this project. The public access areas now

provide an attractive neighborhood resource for passive recreation, fishing, and

enjoying views of the Fore River. Interpretive exhibits were also added to emphasize the historical context and role of the Lovell's Grove area and the former Boston Edison Power Station. Key design elements included relocation of parking areas away from wetland resource areas, improvements to on-site stormwater management infrastructure, and reconfiguration of pathways to provide meaningful open space.

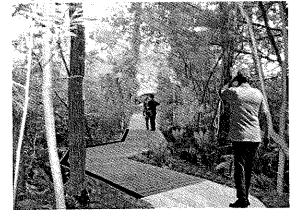


Lantheus Medical Imaging, Billerica, MA



Lantheus Medical Imaging identified the need to improve fitness opportunities and increase overall site accessibility for employees as well as to improve accessibility around the site perimeter for security purposes. The design included a fitness trail system connected by three wooden elevated boardwalks crossing Dolly Brook. The proposed helical pier-supported boardwalk

crossings were designed and located so as not to interfere with the brook ecosystem by not altering the amount of sunlight for vegetation, water depths, turbulence, velocities, and flow patterns of Dolly Brook.



Appendix A

Beals and Thomas, Inc. Staff Resumes



Robert E. Weidknecht, RLA, LEED AP

Senior Associate

Education

B.S., Landscape Architecture, Pennsylvania State University, 1980

Professional Licensure

Registered Landscape Architect – MA LEED Accredited Professional

Professional Affiliations

American Society of Landscape Architects Boston Society of Landscape Architects

Years of Experience

Beals and Thomas: 30 Total: 30 Robert manages the design, permitting, and construction documentation for a wide range of projects, and has directed the master planning and design efforts for projects on behalf of municipalities and private clients. As a director and project manager, Robert represents clients at meetings and hearings with governmental and public agencies, consultants, and property owners, and coordinates the work of project teams on complex multidisciplinary projects.

An active member of his community, Robert has volunteered extensive amounts of his time toward conservation, recreation, and open space projects. He was a member of the Holliston Conservation Commission for more than six years, including his service as Chairman for one year. He is currently the Chairman of the Upper Charles Trail Committee, working on the conversion of a rail bed to a multi-use trail.

Relevant Project Experience

Comprehensive Master Trails Plan, Needham, MA

Fruit Street Master Plan, Hopkinton, MA

Lovell's Grove & King's Cove at Fore River Station, Weymouth, MA

Center Trail, Hopkinton, MA

Hartwell Forest, Bedford, MA

Holliston Youth Soccer Association Complex, Holliston, MA

Holliston High School, Kamitian Field, Holliston, MA

DCR Lower Falls Trail, Newton/Wellesley, MA

DCR Walter Baker Pedestrian Bridge, Milton/Boston, MA

Ashland Design Concept Plan, Ashland, MA

ASTRA National Headquarters, Westborough, MA

Crossroads Industrial Park at 495 Center, Northborough, MA

Concord Meadows Corporate Center, Concord, MA

Archstone Kendall Square, Cambridge, MA

aloft and element Hotels, Lexington, MA

Weston Nurseries, Hopkinton, MA

Wholesale Parts & Collision Center, Framingham, MA

EMC Corporation, Bellingham, MA

Tech Central, 80 and 90 Central Street, Boxborough, MA

Fay School Athletic Fields, Southborough, MA

Athletic Complex, Marlborough, MA

Massachusetts International Academy, Marlborough, MA



Robert E. Weidknecht, Senior Associate

Brae Burn Country Club, West Newton, MA
Houghton's Pond Ball Field, Milton, MA
Mount Hood Recreational Facility, Melrose, MA
Mansfield Youth Soccer Fields, Mansfield, MA
Camp Pembroke, Pembroke, MA
Reserve on Salisbury, Holden, MA
Eaton Place, Franklin, MA
Jefferson Hill, Jefferson Village & Jefferson Terrace Apartments, Framingham, MA
Arlington 360, Cambridge, MA
Senior Housing Development, Holland, MA
Society of Saint John the Evangelist, Cambridge, MA
Fay School Athletic Campus, Southborough, MA
Whitin Mill Redevelopment, Whitinsville, MA

Presentations and Publications

Green Roundtable. Presentation at Green Roundtable forum on watershed issues with the Charles River Watershed Association. The focus of the presentation was on sustainable initiatives relative to increasing base groundwater flow to the Charles River from the development of a proposed office building campus in Bellingham, Massachusetts.

Upper Charles Trail. Presentations at the Massachusetts Recreational Trail Advisory Board (MARTAB) conference sponsored by the Massachusetts Division of Conservation and Recreation. Presentation focused on the challenges of implementing rail trail projects and dealing with right of way acquisition issues.

David J. LaPointe, RLA, LEED AP

Associate

Education

B.S., Landscape Architecture, University of Massachusetts, 1991

Professional Licensure

Registered Landscape Architect – MA, RI, CT, NH, ME, VT LEED Accredited Professional Certified with the Council of Landscape Architectural Registration Boards Certified Playground Safety Inspector

Professional Affiliations

American Society of Landscape Architects Boston Society of Landscape Architects Leadership MetroWest Leadership Academy Norfolk Design Review Board Years of Experience

Beals and Thomas: 18

Total: 18

Dave is an experienced landscape architect and serves as a Project Manager for an array of project types, including office buildings, institutional campuses, industrial facilities, recreational areas and residential developments. He provides leadership to the professional staff as they develop site layouts, grading and landscape design for development projects, ensuring that site designs comply with applicable regulatory provisions. Dave also supervises the preparation of permit application documents and provides technical presentations at public hearings.

Dave has developed team-building, leadership, and problem-solving skills through his participation in the MetroWest Leadership Academy, which explores regional issues such as government, economy, education, public safety, diversity, arts, environment, housing and transportation. He is a past member of the Norfolk Planning Board and is thoroughly knowledgeable in municipal permitting processes.

Relevant Project Experience

Beech Tree Park at Village Hill Northampton, Northampton, MA

Elm Park, Worcester, MA

University Park, Worcester, MA

Grant Square, Worcester, MA

Betty Price Playground, Worcester, MA

Goodwill Park, Holliston, MA

Shore Park Master Plan, Worcester, MA

Morgan Landing Master Plan, Worcester, MA

Indian Lake Beach Master Plan, Worcester, MA

Nathaniel Thayer Memorial Park, Lancaster, MA

James Edgar Playground, Brockton, MA

Mulberry Street Playground, Brockton, MA

Sailing Camp Park Trails, Oak Bluffs, MA

South West Corridor Park, Jamaica Plain, MA

Pedestrian Entry to Veterans Park, Plymouth, MA

Charles River Reservation/Barnes Pathway, Needham, MA

Leo J. Martin Golf Course Driving Range, Weston, MA

Streetscape Design, North Attleborough, MA

Vision Plan, Norfolk, MA

Graverson Playground, Waltham, MA



David J. LaPointe, Associate

Mountain Park, Holyoke, MA

Cronin's Landing Riverwalk, Waltham, MA

EMC Park, Hopkinton, MA

Village Hill Northampton, Northampton, MA

The Home for Little Wanderers Longview Farm, Walpole, MA

The Home for Little Wanderers Knight Children's Center, Jamaica Plain, MA

Fay School, Southborough, MA

Bentley College, Waltham, MA

Dexter School, Brookline, MA

GAF Materials, Millis, MA

Beaumont Rehabilitation and Skilled Nursing Center, Worcester, MA

Lawrence General Hospital, Lawrence, MA

Emerson Hospital, Concord, MA

Andover Companies Fitness Center, Andover, MA

An Unlikely Story Bookstore, Plainville, MA

The MITRE Corporation, Bedford, MA

Carousel Office Center, Framingham, MA

Waverly Oaks Office Park, Waltham, MA

ISO New England, Holyoke, MA

ASTRA Pharmaceuticals, Westborough, MA

Carmelite Sisters Monastery, Danvers, MA

Chinese Gospel Church, Southborough, MA

Ames Shovel Works Apartments, Easton, MA

Cutler Heights Housing, Holliston, MA

South End Tenants Housing I (SETH 1), Boston, MA

Peer Review for Waverly Oaks Development, Plymouth, MA

Non-Motorized Transportation and Signage Plan, Plymouth, MA

Obery Street Streetscape Improvements Evaluation, Plymouth, MA

Main Street Streetscape, Southborough MA

Municipal Review Services, Various, MA

Presentations and Publications

LaPointe, D. "The Home for Little Wanderers: Making Some Progressive Moves" High Profile Monthly. Pembroke, Massachusetts (September 2011).



Andrew M Louw, ASLA

Landscape Designer

Education

M.L.A., University of Oregon, 2014
M.C.R.P., University of Oregon, 2014
B.A., Human Ecology, College of the
Atlantic, 2011

Professional Affiliations

American Society of Landscape Architects

Boston Society of Landscape Architects American Planning Association APA – Massachusetts

Years of Experience

Beals and Thomas: <1

Total: 2

Andrew is committed to design and planning that honors and reveals a landscape's cultural and ecological narratives through careful observation and creative interpretation. Throughout his design praxis Andrew strives to meld the particular with the universal, developing design interventions that are both collaborative and sustainable.

Before joining Beals and Thomas, Andrew worked as a landscape designer with the Berkshire Design Group. In addition to completing concurrent landscape architecture and planning graduate degrees Andrew worked for three years in the University of Oregon Office of Sustainability. He also served as a research assistant for the Landscape Architecture Foundation and has held internships with the Berkshire Design Group, Olmsted Center for Landscape Preservation, and Coplon Associates.

Andrew has broad experience in landscape architecture and planning activities from program design and project conception through design development, permitting, and construction documentation. At Beals and Thomas, Andrew serves as a landscape designer and works closely with his colleagues through all project phases from site analysis and concept design through construction documentation.

Relevant Project Experience

Dover Recreational Trail Feasibility Study, Dover, MA

Neponset River Greenway Extension Project, Boston, MA

Sidewalk Improvement Project, Weston, MA

Betty Price Playground, Worcester, MA

Stacy H. Minihane, PWS

Associate

Education

B.A., Biology and Environmental Studies, Bowdoin College, 2003

Professional Licensure

Professional Wetland Scientist

Professional Affiliations

Association of Massachusetts Wetland Scientists (AMWS) Society of Wetland Scientists (SWS)

Years of Experience

Beals and Thomas: 11

Total: 11

Stacy has extensive experience in wetland science, resource area delineation, environmental research and local, state, and federal permitting processes. She is particularly experienced in the requirements and performance standards of the Massachusetts Wetlands Protection Act and associated Regulations. Additionally, she actively reviews and comments on proposed regulatory changes; most recently by the U.S. Army Corps of Engineers, with whom she coordinated extensively over the past year regarding the proposed revisions.

Stacy's responsibilities at B+T include the execution and oversight of inland and coastal wetland resource area delineations, wildlife habitat evaluations and natural resources inventories, and preparation and oversight of complex environmental and wetland-related reports and permitting documents.

She also provides project peer review services for various Conservation Commissions in Massachusetts.

As the leader of the permitting and environmental services discipline at B+T, Stacy is responsible for educating colleagues on changes in environmental regulations and for maintaining the technical knowledge base of the staff.

Relevant Experience

Conservation Commission Peer Reviews, Wrentham, Cohasset, Plymouth, Wellesley, Topsfield, MA

Open Space & Recreation Plans, Cohasset, Bourne and Hanover, MA

Hale Reservation Natural Resources Inventory, Westwood/Dover, MA

World's End Reservation, Hingham, MA

Contaminated Boat Slip Remediation and Mitigation, New Bedford, MA

Pilgrim Nuclear Power Station, Plymouth, MA

Tidal Shoreline Stabilization, Quincy, MA

Utility Transmission Structure Maintenance/Replacement,

Framingham/Natick/Sherborn, MA

Utility Pole Replacement, Marshfield, MA

Right-of-Way Access Road Regulatory Compliance Review, Mattapoisett, MA

Salt Marsh Creation, New Bedford MA

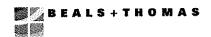
Whitin Mill Redevelopment, Whitinsville, MA

Russell Biomass, Russell/Montgomery/Westfield, MA

Wight Pond Management and Residential Development, Dedham, MA

Old Town Hill Salt Marsh Restoration, Newbury, MA

Wetlands Banking Pilot, Hanson, MA



Robert J. Buckley, PLS

Principal

Education

B.S., Civil Engineering, Northeastern University, 1978

Professional Licensure Professional Land Surveyor – MA, RI

Professional Affiliations

American Congress on Surveying and Mapping MA Association of Land Surveyors and Civil Engineers Real Estate Bar Association MA Association of Conservation Commissions, Member Milford Conservation Commission, Chairman

> Milford Upper Charles Trail, Committee Founder

Years of Experience

Beals and Thomas: 30 Total: 42 Bob has over 40 years of land surveying experience performing boundary, topographic and construction surveys for public and private sector clients. His experience includes all aspects of surveying for development projects, permitting, property transfers, estate plans and conservation plans. His expertise ranges from complex coastal urban redevelopment projects to the resolution of rural boundaries, and has extensive survey experience related to state and local environmental permitting including the Massachusetts Wetlands Protection Act, Chapter 91, ACOE 401, Natural Heritage Endangered Species and Conservation Restrictions. He collaborates with legal, design, and construction teams to provide solution-based services from due diligence through project close-out.

Bob's proficiency with acquisition, management and protection of environmentally significant resources extends beyond his work at Beals and Thomas. He has been a member of the Milford Conservation Commission since 1991, and currently serves as Chairman. He helped found the Milford Upper Charles Bike Trail, and actively facilitates the protection of hundreds of acres in the Charles River Headwaters, including the purchase of 45 acres of land for the New England Mountain Bike Association.

Relevant Project Experience

Jefferson at Edgewater Hills, Jefferson at Edgewater Terrace, Jefferson at Edgewater Village, Framingham, MA

Cronin's Landing, Waltham, MA

Archstone North Point, Cambridge, MA

Private Residence, Beverly, MA

Private Owner, Framingham, MA

Private Owner, Wayland, MA

Hearth Ridge Manor, Hopkinton, MA

The Home for Little Wanderers Longview Farm, Walpole, MA

Cisco Systems, Boxborough, MA

Polaroid Building, Cambridge, MA

GTE Laboratories, Waltham, MA

Genzyme, Framingham, MA

EMC Corporation, Hopkinton, MA

Gillette Corporate Campus, South Boston, MA

Astra Pharmaceutical, Westborough, MA

MITRE Center, Bedford, MA

Weston, Nurseries, Hopkinton/Ashland, MA



Robert J. Buckley, Principal

620 Memorial Drive, Cambridge, MA

Western Avenue Police Station, Cambridge, MA

University Park, Worcester, MA

Elm Park, Worcester, MA

Morgan, Shore and Indian Lake Parks, Worcester, MA

Boston Parks Department, Boston, MA

The Arcade at Downtown Framingham, Framingham, MA

Pilgrim Nuclear Power Station, Plymouth, MA

Mystic Station, Everett, MA

Russell Biomass, Russell, MA

Boston Edison, Boston, MA

Boston Generation, Boston, MA

New Bedford Boat Slip Remediation and Mitigation, New Bedford, MA

ISO New England, Holyoke, MA

National Grid, Various Sites, MA

National Grid, Hampden/Palmer, MA

Valentine Property Conservation Restriction, Carlisle, MA

Land Bank, Halifax, MA

Rural Land Foundation, Lincoln, MA

Nonquitt Salt Marsh, South Dartmouth, MA

Acushnet River Fish Passage, Acushnet, MA

Massachusetts Department of Conservation & Recreation (DCR), Hubbardston, Quincy, Randolph, Milton, MA

U. S. Army Corps of Engineers, MA

World's End, Hingham, MA

Fore River Yacht Club, Weymouth, MA

Weymouth Fore River Waterfront Park, Weymouth, MA

City of Boston Parks Department, Boston, MA

John E. Bensley, PE

Principal

Education

B.S., Civil Engineering, Union College, 1985

Professional Licensure

Professional Engineer – MA, CT, VT, RI, NH, ME Approved Soil Evaluator – MA Approved Title 5 System Inspector – MA

Professional Affiliations

Massachusetts DEP Stormwater
Advisory Committee
NAIOP Environmental
Regulations Subcommittee
NEIWPCC/DEP Sewage Flow
Advisory Group
National Council of Examiners for
Engineering and Survey
Years of Experience

Beals and Thomas: 29 Total: 29 John has served the needs of Beals and Thomas' clients for 29 years, applying his vast knowledge and expertise of commercial, industrial and high-end residential projects to resolve a myriad of project challenges. John serves as Principal-in-Charge during all phases of planning, design, regulatory interface, and construction administration. His engineering assignments include stormwater management, floodplain modeling, water distribution systems, sanitary sewers and pumping stations, traffic signal design and roadway intersection design.

John keeps abreast with the ever-changing regulations through active participation in various groups. As a committee member on the Massachusetts Department of Environmental Protection's Stormwater Advisory Committee, John works closely with regulators to draft guidance for stormwater discharge from development areas. He has presented numerous seminars on the subject to the Boston Bar Foundation, the Metrowest Center for Continuing Education, the Massachusetts Association of Land Surveyors and Civil Engineers, NAIOP, Commercial Real Estate Development Association, and the Real Estate Bar Association for Massachusetts among others.

Relevant Project Experience

Concord Country Club, Concord, MA

Pine Brook Country Club, Weston, MA

Upper Charles Trail, Milford, MA

Abby Kelley Foster Charter Public School, Worcester, MA

Worcester Polytechnic Institute Residence Hall, Worcester, MA

Judge Rotenburg Center, Norton, MA

Harvard University's Old Quincy House, Cambridge, MA

Senior Housing, Westwood, MA

Reserve on Salisbury, Holden, MA

17 Codman Hill Road, Boxborough, MA

157, 165, 173 Pleasant Street, Cambridge, MA

Private Property, Dedham, MA

Private Property, Westwood, MA

Alta at the Estate, Watertown, MA

Hillview Subdivision, Winchendon, MA

Glen Ellen Senior Residential Community, Millis, MA

NorthPoint, Cambridge, MA

Rosebrook Place, Wareham, MA

EMC Parking Facility Rehabilitation, Hopkinton, MA



John E. Bensley, Principal

aloft and element Hotels, Lexington, MA

Cisco Systems New England Development Center, Boxborough, MA

Codman Hill Tech Center, Boxborough, MA

EMC Corporation Campus Development, Southborough/Westborough, MA

Silko Kia, Raynham, MA

Worcester Corporate Center, West Boylston/Worcester, MA

Weston Corporate Center, Weston, MA

506 Old Bedford Way, Concord, MA

Medfield State Hospital, Medfield, MA

Hillview Wetland Crossing, Winchendon, MA

Wellesley Country Club, Wellesley, MA

Town Office Building Renovation, Lincoln, MA

Romanow Container Building Expansion, Westwood, MA

State Street Data Center, Shrewsbury/Grafton, MA

Raynham Woods Commerce Center, Raynham, MA

Biogen Idec Headquarters, Weston Corporate Center, Weston, MA

Concord Meadows Corporate Center, Concord, MA

Raytheon EDM/iPark, Watertown, MA

Tihonet West Solar, Wareham, MA

Grace Chapel, Wilmington, MA

Westborough First United Methodist Church, Westborough, MA

Kerem Shalom Synagogue, Concord, MA

American Red Cross of Central Massachusetts, West Boylston, MA

Town of Medway - Link Trail

SCOPE OF SERVICES – Engineering Consultant

Background: The Town of Medway Open Space Committee and Conservation Commission have been working to develop a system of connecting trails on Town owned properties. Known as the Medway Link Trail, the vision is for a trail between Medway's Choate Park and Wenakeening Woods in Holliston, MA. Presently, the trail runs between Choate Park and Medway High School.

Scope of Services: The Town seeks price quotes from qualified engineering firms to develop a plan for a passive recreational trail for an approximately one mile segment of the Medway Link Trail. The plan will be used to provide guidance to volunteers for some aspects of trail development/construction and to secure construction bids for other components of the trail such as constructed wetlands crossings.

Geographic area: The proposed trail would be constructed on multiple parcels with the following Medway Assessor map/parcel numbers (29-007, 29-008, 29-009, 29-010, 29-003, 29-020, 13-039, and 20-003). The proposed trail route extends from Medway High School, across Adams Street, and then northerly to Lovering Street. (See attached Medway Assessor's maps.) A preliminary trail route has been established based on recent Town staff and volunteer fieldwork. That route is attached – proposed trail in red, waterways in blue, and future trail spurs in black.

SCOPE OF WORK - The following Scope of Services is anticipated:

- Consultant/Engineer to review data from the following sources:
 - o USGS topographic plans and Ortho photos from MassGIS
 - o Wetlands delineations available (e.g. plans for Evergreen Meadow subdivision [Iarussi Way] and 129-R Lovering Street [Millstone ARCPUD])
 - MassGIS data layers for flood plains, wetlands, vernal pools, BioMap (biodiversity areas)
- Conduct Site Visits (2) Initial site visit for review of topography and sensitive resources to avoid in designing the trail layout and a second site visit for review of a recommended trail route with the Trail Design Task Force to be established by the Conservation Commission and the Open Space Committee and described further below*.
- Conduct Wetlands Delineation Complete wetlands delineation based on initial site visit for review of sensitive resource areas and the location of the proposed trail route established by Medway volunteers and staff. The intention here is to limit the wetlands delineation to those areas adjacent to the trail layout.
- Design trail location based on site visits, information resources, and the discussion and recommendations from the Trail Design Task Force

• Trail Design to include the following components:

- O Design trail along route indicated, provide for intersection of possible future trail connections (not to be designed at this time) with indicator points to be noted on plans.
- O Design footbridges or boardwalks over wetlands resources (where needed), a perennial stream known as Chicken Brook, and two or more intermittent stream crossings. Proposed designed crossings will meet the stream crossing standards under the WPA.
- o Prepare a design/build plan. Criteria to include reducing impacts to the flood plain and wetland resources.
- o Trail width is to be 6' 10' depending on topography. Branches are to be cleared to 10' as necessary.
- o Trail is to be cleared and "grubbed". Surface is to be natural materials such as woodchips as available.
- o Identify areas for benches for wildlife viewing and resting.
- o Incorporate fencing that does not constitute a wildlife barrier and landscaping options to protect/screen immediate abutters in selective areas as may be needed and provide a native/educational habitat
- Based on the trail design, prepare a preliminary construction cost estimate from start of construction to finalized trail. This will provide a basis for a future funding request to the Community Preservation Committee for consideration at the May 2016 town meeting.
- Attend 4 meetings Preliminary meeting, initial layout and route meeting with the Task Force, design meeting with the Task Force, and a final presentation meeting with the Task Force, Open Space Committee, and Conservation Commission.
- Final Product The final product will be a plan depicting the final trail location, materials specifications, plan details for the footbridges or boardwalks for wetland and stream crossings, and the construction cost estimate.

PROJECT MANAGEMENT - The preparation of the plan will be managed under the auspices of a Trail Design Task Force that will be comprised of one member of the Open Space Committee, one member of the Conservation Commission, the Conservation Agent, a representative of the Medway Department of Public Services, and up to two citizens. The Task Force will meet with the selected consultant for the above noted meetings. All approvals for trail design and implementation are to be through the Medway Conservation Commission and Open Space Committee prior to construction.

FUNDING – Initiation of this engineering services design project is contingent upon securing Town Meeting approval on November 16-2015 for the use of Community Preservation Act funds.

TIMETABLE FOR COMPLETION – At the present time, the goal is for the consultant to complete this scope of work by March 30, 2016.



CREINHARDT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

		erms and conditions of the policy cate holder in lieu of such endors				ndorse	ement. A sta	tement on th	ils certificate does not col	nter r	ignts to the
PROE	PRODUCER						СТ				
		Gough				NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888					328-6888
Suite	Suite 320						_{ss:} boston@	gamesgoug	h.com		
Quin	cy,	MA 02169				INSURER(S) AFFORDING COVERAGE					NAIC#
						INSURE	RA: Hartford	Accident and	Indemnity Company (XV)	۱+	22357
INSU	RED					INSURE	RB:Contine	ental Casua	ity Company (CNA) A,	ΧV	20443
		Beals and Thomas, Inc.				INSURE	RC:				
					INSURER D:						
Southborough, MA 01772				INSURER E:							
					INSURER F:						
COVERAGES CERTIFICATE NUMBER:								REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION						N OF A	ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPEC	OT T	WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE					DED BY	Y THE POLIC	IES DESCRIB	ED HEREIN IS SUBJECT TO	ALL.	THE TERMS,	
INSR TYPE OF INSURANCE ADDL SUBR LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER						POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
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		CLAIMS-MADE X OCCUR	Х		08SBWNN8967		06/05/2015	06/05/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	3	300,000
									MED EXP (Any one person) \$	3	10,000

ΗĽ	ŤŘ	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
7		X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
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			1					MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:	1					GENERAL AGGREGATE	\$	2,000,000
	ĺ	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	ĺ	OTHER:							\$	
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
1	١.	X ANY AUTO	X	Ì	08UEGAX8406	06/05/2015	06/05/2016	BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
		X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
		X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
1	١.	EXCESS LIAB CLAIMS-MADE	Х		08SBWNN8967	06/05/2015	06/05/2016	AGGREGATE	\$	5,000,000
		DED X RETENTIONS 10,000							\$	
		WORKERS COMPENSATION						X PER OTH- STATUTE ER		
1	١.	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			08WEGCT4442	06/05/2015	06/05/2016	E.L. EACH ACCIDENT	\$	1,000,000
		OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below				<u> </u>		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E		Prof. Liability			AEH288256297	12/18/2014	12/18/2015	Per Claim		1,000,000
E	3	- -			AEH288256297	12/18/2014	12/18/2015	Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with the policy terms and conditions.

Town of Medway Project M 3976.05

Town of Medway shall be listed as additional insured with respects to General, Auto and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION			
Town of Medway 155 Village Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Medway, MA 02053	AUTHORIZED REPRESENTATIVE			
	Joan P. D. Long			



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. – WHO IS AN INSURED is replaced by the following:
 - (2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:
 - (a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or
 - (b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against you allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by you.

- (3) The insurance afforded to such additional insured:
 - (a) Only applies to the extent permitted by law: and
 - (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F – OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following

paragraphs replace section **b.** of subsection **9.** of Section **F. – OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section **F – OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or
- **(b)** Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against you allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by you.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

CERTIFICATE OF VOTE OF ORGANIZATION

As a duly authorized meeting of the Board of Directors of the Beals and Thomas, Inc. (name of corporation)

held on June 10, 2008 at which a quorum was present and acting throughout, Directors were (date)

present or waived notice, it was voted that Robert Weidknecht, Associate of this (name and title)

organization be and hereby is authorized to submit proposals and execute contracts in the name and

behalf of said organization, and affix it upon this organization.	s Corporate Sea	I thereto and such action shall be valid and binding
A TRUE COPY,	ATTEST:	L. Liddinmer
	Place	of Business:
	E	eals and Thomas, Inc.
	1	44 Turnpike Road, Southborough, MA 01772
I hereby certify that I am the <u>Treasure</u> (Title)		omas, Inc. e of Organization)
that <u>Robert Weidknecht</u> is the duly ele (Name of Officer)	ected <u>Associate</u> ((Title)	
and the above vote has not been am date	ended or rescin	ded and remains in full force and effect as of the
CEAL THE	Signature:	Wafaba
3EAL 1984 %	Name/Title:	Mary-Ellen Odone, Treasurer
(Coporate Seal)	Date:	November 18, 2015
COMMONWEALTH OF MASSACHUSET	TS, SS. <u>Novembe</u>	e <u>r 18,</u> 20 <u>15</u>

Then personally appeared the above named <u>Mary-Ellen Odone</u> and acknowledged the foregoing Instrument to be his/her free act and deed before me.

DANIEL G. BLAIR Notary Public My Commission Expires August 28, 2020

NOTARY PUBLIC My commission expires:

CERTIFICATE NON-COLLUSION AND TAX COMPLIANCE

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the Consultant named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Consultants, and withholding and remitting child support.

042828566	_
Social Security Number or Federal Identification Number	
Beals and Thomas, Inc.	
Company Name	
Mary-Ellen Odone	
Printed Name of Signer	
Signature Signature	
November 18, 2015	
November 10, 2013	

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to M.G.L. Chapter 30B.

AGENDA ITEM#8

Presentation – Five-Year Budget Forecast

No associated back up materials.

NOTE: Forecast to be provided under separate cover on Monday

AGENDA ITEM #9

Discussion/Vote – Board of Selectmen Fiscal Year 2017 Budget Policy

Associated back up materials attached:

Draft policy

Proposed motion: I move that the Board approve the Fiscal Year 2017 budget policy as presented.

Board of Selectmen

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



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

To: All Department Heads, Board & Committee Chairs

From: Board of Selectmen

Date: December 8, 2015

Re: Fiscal Year 2017 Budget Process

The time has arrived to prepare the FY'2017 budget. Your complete budget request must be entered into MUNIS no later than 12:00PM on December 31, 2015. Following this date, the Finance Team led by the Town Administrator will begin the budget balancing process and will meet with departments and/or committees as necessary in early January to review these requests. It is expected that the Board of Selectmen will meet to review the budget plan in late February/early March, followed by a review by the Finance Committee.

FISCAL YEAR 2017 BUDGET POLICY STATEMENT

It is the policy of the Board of Selectmen that the Fiscal Year 2017 Budget shall be developed with a goal of continuing to provide a level-service delivery approach with an eye toward service enhancements where possible. The Board seeks to continue an outstanding partnership between Municipal and School Departments, and encourages all departments to develop budgets that identify needs on a priority basis, while at the same time being very cognizant of the financial realities and limitations that exist today. Departments shall observe the guidelines contained herein in the preparation of budgets.

The Board of Selectmen recognizes the Budget development requirements of the Medway School Committee, and that the creation of the School budget will adhere to that procedure and established timeline. Municipal Departments shall observe the guidelines contained herein in the preparation of budgets.

It is the ultimate goal of the Board to deliver an FY'2017 budget plan that best meets the needs of the Community for the ensuing twelve-month period.

PERSONNEL SERVICES BUDGETS

1.) Salaries & Wages for FY'2017: All salaries and wages calculations will be based on 52.2 weeks.

Wages for Union personnel should be funded in accordance with the applicable union contracts. Non-union personnel wages should be calculated in accordance with prior practice.

2.) In terms of new position requests or increases in hours, you may make the request with full explanation and justification back up. Any changes or additions here will be reviewed on a priority basis and are subject to available funding.

EXPENSE BUDGETS

- 1) All expense budgets shall be accompanied by a detailed description/justification of each line item. This explanation shall be in the format provided for in the MUNIS system. A complete and thorough justification should be entered into the 'text" section in MUNIS, which has no limit on length.
- 2) Do not simply level fund line items and do not add to items without proper justification. Some lines may need to be reduced from this year's levels, and others may require increases. Please only budget increases based upon identified and essential needs. Please also remember to be as understanding of our fiscal constraints as possible. Not every request can possibly be funded. It remains a possibility that budget adjustments may be necessary well into the budget process pending local aid projections from the Commonwealth or changes in available funding.
- 3) Be specific with ALL requests. You must show expense needs in the appropriate line items, and justify each. If an appropriately titled line item does not currently exist for the requested expense, please contact the Finance Director to provide the correct new number and placement for the inclusion.
- 4) Carefully review the text used for each expense line item in MUNIS. Please review every MUNIS line item. The text will appear on the budget reports.

BUDGET PROCESS

In addition to your efforts, over the next few months, the Finance Team will be working on overall budget projections with a focus of identifying solid revenue estimates. In all cases, everyone plays an important role in this process.

If, at any time during your budget preparation you need assistance or have questions, please do not hesitate to contact Carol or Michael. Again, thank you for your cooperation and solid efforts!

cc: Town Administrator Finance Director

AGENDA ITEM#10

Approval – Continuation of Membership in MetroWest Veterans' District and Appointment of Representative to Board of Directors

Associated back up materials attached:

- Proposed statement by Medway re: its continuation with the district
- FY2014 Amendment to District Agreement, including amendments, 2011 District Agreement

Proposed motion: I move that Medway continue its membership in the MetroWest Veterans' Services District and that Michael Boynton remain the Board of Selectmen's representative on the District's Board of Directors.

Board of Selectmen

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



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

TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

December 7, 2015

Re: Town of Medway's MetroWest Veterans' Services District Membership and Board of Directors Representative

In Accordance With the Agreement By and Among the Towns of Ashland, Holliston, Hopkinton and Medway for Veterans' District and Apportionment of Expenses dated November 10, 2011 and FY2014 Amendment to the Agreement, and

Appointment to the MetroWest Veterans' Services District Board of Directors in agreement with Article III, District Bylaws dated November 18, 2013

On December 7, 2015, the Town of Medway Board of Selectmen voted to continue its membership with the MetroWest Veterans' Services District. The Board has designated Michael Boynton, Town Administrator, as Medway's representative to the District's Board of Directors.

John Foresto, Chair, Medway Board of Selectmen

FY2014 AMENDMENT TO AGREEMENT BY AND AMONG THE TOWNS OF ASHLAND, HOLLISTON, HOPKINTON AND MEDWAY FOR VETERANS' DISTRICT AND APPORTIONMENT OF EXPENSES

The Agreement dated November 10, 2011 by and among the Towns of Ashland, Holliston, Hopkinton and Medway to formalize the creation of the MetroWest Veterans' District is hereby amended as follows:

- 1. Replace District bylaws attached as Attachment A to the November 10, 2011 Agreement with the District's current bylaws, attached to this Amendment as Attachment A.
- 2. Replace the District budget attached as Attachment B to the November 10, 2011 Agreement with the Dstrict's budget for FY2014, which is attached to this Amendment as Attachment B.

Effective as of the last date listed below.

Amelia	1/27/14
Chair, Ashland Board of Selectmen	Dated 2/12/14
Chair, Holliston Board of Selectmen	Dated
	114/14
Chair, Hopkinton Beard of Sefectmen	Dated
Ehair, Medway Board of Selectmen	Dated

2013.09.10 FY2014 Amendment to Voterans District Agreement (1301-00)

Attachment A to First Amendment in FY 2014 To Agreement

VETERANS SERVICES METROWEST DISTRICT

DISTRICT BY LAWS

Revision: 1

Date: November 18, 2013

Approval Authority:

District Board of Directors

Article I: PURPOSE

(As outlined in MGL Chap. 115, §10) To establish and maintain a department for the purpose of furnishing such information, advice and assistance to veterans and their families as may be necessary to enable them to procure the benefits to which they are or may be entitled relative to employment, vocational or other educational opportunities, hospitalization, medical care, pensions and other veterans' benefits.

Article II: THE DISTRICT

The Towns of Ashland, Holliston, Hopkinton, and Medway shall comprise the MetroWest Veterans' Services District, hereinafter referred to as "the District".

Article III: MEMBERSHIP

The members of the District Board of Directors shall be the Chairman of the Board of Selectmen or its designee of each town, hereinafter referred to as "the Board".

Article IV: MEETINGS

The Board shall meet regularly at such time and place as may be determined by them and the office. Each meeting shall conform to the Open Meeting Law and be posted in each Town Hall at least 48 hours prior to the meeting time.

Article V: QUORUM

Three members shall constitute a quorum for the transaction of business.

Article VI: VOTING

Each member is entitled to one vote and all matters shall be determined by a majority vote. The Director and assistant shall not have a vote at the meeting.

Article VII: OFFICERS

There shall be a chairman and a secretary from among the Board members. A Treasurer, who is not a member, but who serves as the treasurer of one of the participating towns, shall be appointed by the Board (MGL c.115, §10).

Duties:

CHAIRMAN: The Chairman shall preside at all meetings of the Board and shall be responsible for overseeing the conduct and management of the affairs of the District.

SECRETARY: The Secretary shall be responsible for seeing that notices are issued for all meetings and that the minutes of such meetings are kept. A copy of the minutes of each meeting

shall be sent to the Director within twenty (20) days of meeting. The Director will send out copies to all Board members.

TREASURER: Treasurer shall be responsible for the receipts and custody of all monies and for the disbursement thereof as authorized. The Treasurer shall issue financial statements and reports to the Board and Director.

Article VIII: DIRECTOR

At the time of appointment, the Director of the Veterans' Services Department shall be appointed by the District for a term of not less than one year but not more than two years and the appointee shall be a veteran.

Article IX: MISCELLANEOUS

Fiscal Year - The fiscal year shall be July 1 through June 30.

Depositories - All funds shall be deposited to the credit of the District under such conditions and in such banks as shall be designated by the Board.

Approved Signatures - Approvals for signatures necessary on contracts, checks and orders for payment, receipts or deposits of money shall be by resolution of the Board.

Bonding - All persons having access to or a major responsibility for handling of monies shall be bonded.

Legal Counsel - Legal Counsel shall be provided by the town of residence of said client from which a dispute with the District arises.

Financial Reports - A summary report of the financial operations of the District shall be made annually to the Board of Directors.

Article X: PARLIAMENTARY AUTHORITY

Robert's Rules of Order shall be the parliamentary authority governing the meetings of the Board.

Article XI: AMENDMENTS

These Bylaws may be amended by a majority of the members present and voting at any meeting provided that proposed amendment shall have been included in the notice of the meeting.

Approved by the MetroWest District Board of Directors on November 18, 2013.

Suzanne Kennedy - Representing Medway

- Representing Hopkinton Norman Khlunalo

Paul LeBeu - Representing Holliston

Representing Ashland

Attachment B to First Amendment in FY 2014 To Agreement

VETERANS SERVICES

METROWEST DISTRICT

101 Main Street Ashland, MA 01721 Phone: 508-881-0100 ext 673 Fax: 508-231-1503

E-mail: info@metrowestvets.com
Web Site: www.metrowestveteranservices.com

May 20, 2013

ADMINISTRATIVE BUDGET APPROVAL

Re: Fiscal Year 2014

This FY2014 administrative budget for the Metrowest Veteran's Services District has been reviewed at a public meeting and agreed upon by the Board of Directors, representing each district community. The signed budget document represents the approval of line item expenditures as shown. The FY14 assessments for each town are as follows:

TOTAL	100%	\$85,000.00
Medway	22.06%	\$18,751.00
Holliston	23.43%	\$19,915.50
Hopkinton	25.81%	\$21,938.50
Ashland	28.70%	\$24,395.00

Assessment to the four(4) member towns have been predicated on forecasts of needed revenue to meet anticipated Fiscal Year 2014 expenditures.

Approved and signed this 20th day of May 2013

E. Schlavi, Town Manager, Ashland

Norman Khumalo, Town Manager, Hopkinton

Paul Le Beau, Town Administrator, Holliston

Suzanne-Kennedy, Town Administrator, Medway and Board Chairman

Agreement By and Among the Towns of Ashland, Holliston, Hopkinton and Medway for Veterans' District and Apportionment of Expenses

Agreement made this 10th day of November by and among the Towns of Ashland, Holliston, Hopkinton and Medway to formalize the creation of the MetroWest Veterans' District, acceptance of its bylaws attached herewith as Attachment A and to apportion expenses for the fulfillment of veterans' services to member towns according to the District budget, the fiscal year 2012 budget is incorporated herewith as Attachment B.

The Boards of Selectmen from the District's participating communities will appoint a Board of Directors pursuant to statute (MGL c.115, §11).

The District agrees to appoint a Veterans' Services Director, a part-time Veterans' Agent to support the Director's fulfillment of his duties and to act in his absence and part-time clerical staff. Staff will have a presence in each of the communities to ensure a proper level of service to the District's constituents.

The District Board of Directors will set the compensation of the above positions, determine the expenses of the department and said positions and apportion the expenses among the municipalities as determined by the population of each municipality based on the most recent federal census.

The member communities will pay the annual assessment as determined by the Board of Directors to the District Treasurer on a quarterly basis. These payments will represent compensation for the administrative, clerical and other costs incurred by the District's Veterans' Services Department.

The District Board of Directors will appoint a District Treasurer from among the Town Treasurers of the member communities.

The District Board of Directors will direct the appointed Director of Veterans' Services to perform the duties of his office in each of the municipalities comprising the District.

The duties of the Veterans' Director and staff will be performed principally during regularly scheduled business hours in the designated central office located in Ashland Town Hall, during set hours in satellite offices in the remaining three participating towns, and by appointment. Hours of operation will be duly posted at each office location.

Distribution of benefits payable under Massachusetts General Law chapter 115 to veterans of each community will be paid by the Treasurer of the community in which the veteran resides.

The seventy-five percent (75%) reimbursement of veterans' benefits from the state will be credited to that community which issued such benefits.

This agreement will be subject to renewal on an annual basis. The member communities may terminate participation by providing sixty (60) days notice to the District Board of Directors.

A grant and a second a second and a second a	
priedesta	
on A. Fetherston - Chair, Board of Selectmen	Ashland
	-
Joseph P. Marsden Chair, Board of Selectmen	Holliston
Reco	
John J. Leary - Vice Chair, Board of Selectmen	Holliston
MA Palen	
Kevin P. Conley - Clerk, Board of Selectmen	Holliston
Told a Ale	
Todd A. Cestari - Chair, Board of Selectmen	Hopkinton
tolations	
Richard J. During Chair, Board of Selectmen	Medway
John A. Foresto - Chair, Board of	Selectmer

AGENDA ITEM#11

Approval – One-Day Liquor License Applications

- a. James Centola Thayer Homestead 12/19/15
- b. Teresa Rice Thayer Homestead 12/27/15
- c. Allison Warren and Katherine Fleck Thayer Homestead 1/3/16
- d. Jeanne O'Brien Thayer Homestead 1/9/16

Associated back up materials attached:

• Applications and Chief's recommendations

Proposed motion: I move that the Board approved one-day liquor licenses for James Centola, Teresa Rice, Allison Warren and Katherine Fleck, and Jeanne O'Brien for their events at the Thayer Homestead on the dates requested subject to fulfillment of the Police Chief's recommendations and evidence of appropriate insurance coverage.



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	
All Alcohol Valle and later	
Event tamily Witnes Fit	
Name of Organization/Applicant awas awas	
Address 11 Mally St. Mad	way 1
FID#	, ,
Phone Fax () Email _	
Non-Profit Organization YN	
Attach non-profit certificate of exemption	
Event Location Mayor tomostead	
Event Date 12/19	
Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5-11	
Is event open to the general public? Y N	
Estimated attendance <u>65-70</u>	ne (
Will there be an age restriction? Y NN Minimum age allowed:	

NOV 19 2015

MEDWAY TOWN ADMINISTRATOR

How, where and by whom will ID's be checked? All known family
membes
Is there a charge for the beverages? Y N Price structure:
Alcohol server(s) Attach Proof of Alcohol Server Training
Provisions for Security, Detail Officer
Does the applicant have knowledge of State liquor laws? Y N
Experience Na
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit
Date of Application 10/14/15
Applicant's Signature
Applicant's Name Janes Contal
Address 11 Mallow St- Madazan MA 0205
Phone
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, 2 nd Fl Date
Building Department
Town Hall, 1st Fl Date



Medway Police Department

315 Willage Street Medway, MA 02053

Phone: 508-533-3212 **MAX:** 508-533-3216 Emergency: 911

November 23, 2015

To:

Michael Boynton

Town Administrator

From: Allen M. Tingley

Chief of Police

Re:

One day liquor license- Thayer Property- Christmas Party

I have reviewed the request from James Centola for a one day liquor license for a Christmas Party, to be held at the Thayer House, 2B Oak Street, on December 19, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

Allen M. Tinglev

Chief of Police



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medicay MA 02053 Ph (508) 533-3264 Fax (508) 521-4899

BOS Education Medical Proj

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of saling 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.

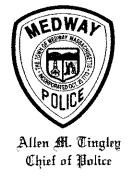
For Profit Businesses are eligible for wine and malt license only.

Application most be substitted at least two weeks prior to event.

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

All Alcohol	Wine and Mait _		Umosas	i and t	aray No
Event RIC	<u> </u>	umn	- Part		V
Name of Organization,	/ / / /Applicant			I and the second second	
Address 2	ilus Ont				
FID#	200000000000000000000000000000000000000		s. Historia		
Phoi			•		TESTUTE SHOP I NO SERVENCE
Non-Profit Organizatio Attach non-profit certif		Artes and the control of the			
Event Location	Mayor J	lomes to	* /\(\)		
Event Date 27	24. 22.	Sinday			
Event Hours (No later t	han 1.00 AM; Last	cal 12:30 Af	•		
Is event open to the ge					
Estimated attendance	25 97 1	X			
Will there b e an age res Minimum age al		_ N/_	- Įmi	nediah	. forally

How, where and by whom will ID's be checked? 1 LXLL 12	<u> Korovila ford</u> t (kiel
There will only be I undurage proson -	No.
Is there a charge for the beverages? YN	
Alcohol server(s) Attach Proof of Alcohol Server Training	
Himosous a marth House	
Provisions for Security, Detail Officer	
Does the applicant have knowledge of State liquor lews? Y	_ /N
Freedonce	
The following may be required: Police Dept Detail; Fire Dept Detail; Board of Health - Food Pa	rmit; Building Deat. – Tent Peanit
Date of Application 17 Nov 2015	
Applicant's Signature 2000 Res	
Applicant's Name 12/6/2 8/200	
Address 3 Miller's food Drive Peak	
Phone	
The Board of Selectmen's Office will forward this application to the Departments and the Board of Health for approval and recommend	Police, Fire, and Building Sations
교통하는 것들은 1000년 1일 전 1 1982년 1일 전 1000년 1일 전 1982년 1일 전 1000년 1일 전	
Police Department	Date
Fire Department	
44 Milford St	Cate
Board of Health	
Town Hall, 2 rd Flack Street	
	Date
Building Department Town Hall , 1° 5	Date Date



Medway Police Department

315 Village Street Medway, MA 02053

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

November 19, 2015

To: Michael Boynton

Town Administrator

From: Allen M. Tingley

Chief of Police

Re: One day liquor license- Thayer Property- Engagement Party

I have reviewed the request from Teresa Rice for a one day liquor license for an engagement party, to be held at the Thayer House, 2B Oak Street, on December 27, 2015. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

Allen M. Tingley Chief of Police



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.

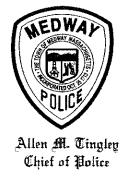
For Profit Businesses are eligible for wine and malt license only.

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 MaltX
Event Baby Shower
Name of Organization/Applicant
Address Thayer Homestead 2B Oak Street, Medway N
FID# _
Phone
Non-Plant organization i Non-Plant
Event Location Thayer Homestead
Event Date January 3rd, 2016
Event Hours (No later than 1:00 AM; Last call 12:30 AM) 12-4PM
Is event open to the general public? Y N
Estimated attendance 40 people
Will there be an age restriction? Y N Minimum age allowed:

How, where and by whom will ID's be checked?	iests are 21+
Is there a charge for the beverages? YN	
Alcohol server(s) Attach Proof of Alcohol Server Training	
Provisions for Security, Detail Officer	
Does the applicant have knowledge of State liquor laws	s? Y <u>×</u> N
Experience	
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health	n – Food Permit; Building Dept. – Tent Permit
Date of Application	/ DA
Applicant's Signature <u>Mushoane</u>	I Mu the
Applicant's Name <u>QUISON</u> <u>U</u>)a	rren Katherine Flech
Address 219 Shaw Farm	Rd Holliston, MA
Phone	
The Board of Selectmen's Office will forward this applica Departments and the Board of Health for approval and r	
Police Department	
315 Village St	Date
Fire Department44 Milford St	Date
Board of Health	
Town Hall, 2nd Fl JM Via email	Date ./r/vr
Building Department Town Hall, 1 st Fl	11/9/15 Date



Medway Police Department

315 Village Street Medway, MA 02053

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

November 10, 2015

To: Michael Boynton

Town Administrator

From: Allen M. Tingley

Chief of Police

Re: One day liquor license- Thayer Property- Baby Shower

I have reviewed the request from Allison Warren for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on January 3rd, 2016. I approve of the issuance of this one day liquor license with the stipulation the wine/beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be a responsible adult with some knowledge of Mass. Liquor Laws, who will be checking ID's of individuals served beer or wine at this event. There will be no on-street parking on Mechanic Street and Oak Street during this event.

Sincerely,

Allen M. Tingley Chief of Police



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	c/	iam pasoel	mimos
Event Bal	oy Shower			
Name of Organiza	, ation/Applicant <u>Vegr</u>	ne D'	Byrne	
Address <u>27</u>	nortale Ave	medy	ay, MA	02013
FID# _	7101		•	
Phone				
-	certificate of exemption			
Event Location	Thayer House	•		
Event Date	9/16			
Event Hours (No	later than 1:00 AM; Last cal	II 12:30 AM)	8-4	
Is event open to t	the general public? Y	N		
Estimated attend	ance 40	***************************************		
	age restriction? Y	N		

How, where and by whom will ID's be checked?		
family + Friends - all over 21 w	Lexception of small child	ren
Is there a charge for the beverages? Y N N	V	
Alcohol server(s) Attach Proof of Alcohol Server Training		
Provisions for Security, Detail Officer		
Does the applicant have knowledge of State liquor laws? Y	N	
Experience	Marie 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health – F Date of Application	ood Permit; Building Dept. – Tent Permit	
·		
Applicant's Signature		
Applicant's Name Jeanne O'Byrne	<u></u>	
Applicant's Name <u>Jeanne O'Byrne</u> Address 27 Norfolk Winne, Med	WAY, MA 0 2053	ø i
Phone		_
The Board of Selectmen's Office will forward this application Departments and the Board of Health for approval and reco	n to the Police, Fire, and Building ommendations.	
Police Department		
315 Village St	Date	
Fire Department44 Milford St	Date	
Board of Health		
Town Hall, 2 nd Fl	Date	
Building Department Town Hall, 1 st Fl	Date	



Medway Police Department

315 Willage Street Mediung, MA 02053

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

December 1, 2015

To: Michael Boynton

Town Administrator

From: Allen M. Tingley

Chief of Police

Re: One day liquor license- Thayer Property- Baby Shower

I have reviewed the request from Jeanne O'Byrne for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on January 9, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

Allen M. Tingley Chief of Police

AGENDA
ITEM#12

Annual License Renewals

Associated back up materials attached:

List of existing licensees with approval status

Proposed motion: I move that the Board approve license renewals for the establishments provided in the Board's packet conditioned upon the receipt of all necessary documentation, departmental approvals and payments to renew the specific licenses.

Master Listing of Establishments for 2016 License Renewals by Board of Selectmen

Ali Hodroj d/b/a Al's Auto Sales CLASS II Pending Taxes/fees due CLASS II Pending No renewal docs Pending No renewal docs CLASS II Pending Taxes/fees due CLASS II Pending Taxes/fees due CLASS II Pending Taxes/fees due Cheryl Hollander d/b/a Boston Classic Cars CLASS II Approve Northeast Foods LLC d/b/a Burger King COMMON VICTUALLER Pending No renewal docs Class II Pending No renewal docs Common Victualler Pending No renewal docs Common Victualler Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Cumberland Farms, Inc. Common Victualler Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve Approve Summit Donuts Inc. d/b/a COMMON VICTUALLER Approve	LICENSEE NAME	LICENSE TYPE	STATUS	12/3/2015
Nabil Aoude d/b/a Aoude Gas & Repair Service CLASS II Pending No renewal docs Pending Taxes/fees due Cheryl Hollander d/b/a Boston Classic Cars CLASS II Northeast Foods LLC d/b/a Burger King COMMON VICTUALLER Pending No renewal docs Geoffrey Bush COIN DEALER Pending No renewal docs Elizabeth Coyle, (Michael) d/b/a/ Coyle's Auction Gallery AuctionEer Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Richard's Casino Bar & Grille d/b/a Derek's Steak & Seafood Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	Ali Hodroj d/b/a Al's Auto			
Gas & Repair Service CLASS II Pending No renewal docs Brad and Sean Currivan d/b/a Auto Exchange CLASS II Pending Taxes/fees due Cheryl Hollander d/b/a Boston Classic Cars CLASS II Approve Northeast Foods LLC d/b/a Burger King COMMON VICTUALLER Pending No renewal docs Geoffrey Bush COIN DEALER Pending No renewal docs Elizabeth Coyle, (Michael) d/b/a/ Coyle's Auction Gallery AUCTIONEER Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Richard's Casino Bar & Grille d/b/a Derek's Steak & Seafood COMMON VICTUALLER Approve Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	Sales	CLASS II	Pending	Taxes/fees due
Gas & Repair Service CLASS II Pending No renewal docs Brad and Sean Currivan d/b/a Auto Exchange CLASS II Pending Taxes/fees due Cheryl Hollander d/b/a Boston Classic Cars CLASS II Approve Northeast Foods LLC d/b/a Burger King COMMON VICTUALLER Pending No renewal docs Geoffrey Bush COIN DEALER Pending No renewal docs Elizabeth Coyle, (Michael) d/b/a/ Coyle's Auction Gallery AUCTIONEER Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Richard's Casino Bar & Grille d/b/a Derek's Steak & Seafood COMMON VICTUALLER Approve Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve				
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d/b/a Auto Exchange	Gas & Repair Service	CLASS II	Pending	No renewal docs
d/b/a Auto Exchange	Brad and Sean Curriyan			
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Northeast Foods LLC COMMON VICTUALLER Pending No renewal docs				
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d/b/a Burger King	Boston Classic Cars	CLASS II	Approve	
d/b/a Burger King				
Geoffrey Bush COIN DEALER Pending No renewal docs Elizabeth Coyle, (Michael) d/b/a/ Coyle's Auction Gallery AUCTIONEER Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Richard's Casino Bar & Grille d/b/a Derek's Steak & Seafood All ALCOHOL COMMON VICTUALLER Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	1			
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Elizabeth Coyle, (Michael) d/b/a/ Coyle's Auction Gallery AUCTIONEER Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Richard's Casino Bar & Grille d/b/a Derek's Steak & Seafood All ALCOHOL Pending Owes \$50 for CV lice COMMON VICTUALLER Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	Geoffrey Bush	COIN DEALER	Pending	No renewal docs
d/b/a/ Coyle's Auction Gallery AUCTIONEER Approve Cumberland Farms, Inc. COMMON VICTUALLER Approve Richard's Casino Bar & Grille d/b/a Derek's Steak & Seafood All ALCOHOL COMMON VICTUALLER Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve			 1	
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& Seafood All ALCOHOL COMMON VICTUALLER Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	Richard's Casino Bar &			
Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve				
Dufficy Enterprises, Inc. d/b/a Domino's Pizza COMMON VICTUALLER Approve Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	& Seafood	All ALCOHOL	Pending	Owes \$50 for CV lic
Michael B. Doyle CLASS II East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve Approve Approve		COMMON VICTUALLER		
Michael B. Doyle CLASS II East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve Approve Approve	Dufficy Enterprises Inc			
Michael B. Doyle CLASS II Approve East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve	1 ' '	COMMON VICTUALLER	Approve	
East Bay Donuts Inc. d/b/a COMMON VICTUALLER Approve				
	Michael B. Doyle	CLASS II	Approve	
		I		
Summit Donuts Inc. d/b/a COMMON VICTUALLER Approve	East Bay Donuts Inc. d/b/a	COMMON VICTUALLER	Approve	
Summit Donuts Inc. d/b/a COMMON VICTUALLER Approve				
	Summit Donuts Inc. d/b/a	COMMON VICTUALLER	Approve	

Dunkin Donuts (42 Summer St)

Fine Cakes & Italian Pastries, Inc. d/b/a Gaetano's Bakery	COMMON VICTUALLER	Pending	No renewal docs
Loreto Galante d/b/a Galante's Deli & Luncheonette	COMMON VICTUALLER	Approve	
G.A.W. Corporation d/b/a G.A.W. Financial	CLASS III	Approve	
Huiqin Liu d/b/a Golden Bamboo	COMMON VICTUALLER	Approve	
Hang Tai Enterprises, LLC d/b/a Hang Tai Too	ALL ALCOHOL COMMON VICTUALLER	Approve	
Premiere Collision Inc. d/b/a Haven's Auto Body	CLASS II	Pending	No renewal docs
Jonathan Demont d/b/a Jonathan Henry LLC	CLASS II	Approve	
Medway Beverages, Inc. d/b/a Keystone Liquors	ALL ALCOHOL	Approve	
Late Model Cars, Ltd., LLC, d/b/a Late Model Cars	CLASS II	Approve	
Joannides Enterprises Inc. d/b/a Liquor World	ALL ALCOHOL	Approve	
Sellia Corporation, LLC d/b/a McDonalds	COMMON VICTUALLER ENTERTAINMENT	Approve	

Medway Café, Inc. d/b/a]	
Medway Café	ALL ALCOHOL	Approve	
,	COMMON VICTUALLER		
	ENTERTAINMENT		
		1	
Medway Famous Pizza,			
Inc. d/b/a Medway			
Famous Pizza	COMMON VICTUALLER	Approve	
Bluestone Management			
Corporation d/b/a			
Medway Imports	CLASS II	Approve	
[a		1	
Ye Chan, Inc. d/b/a		A	
Medway Lotus	ALL ALCOHOL	Approve	
	COMMON VICTUALLER		
	AUTOMATIC AMUSEMENT		
	LIVE ENTERTAINMENT		
	BILLIARDS		
		1	
Sri Sataram Enterprises,			
LLC d/b/a Medway Mart	ALCOHOL (Wine & Malt)	Approve	
		1	
TJ Gas d/b/a/ Medway			
Mobil	CLASS II	Approve	
		1	
Medway Veterans			
Building Association, Inc.			
d/b/a Medway Post 1526		_	
VFW	All ALCOHOL	Approve	
	COMMON VICTUALLER		
	AUTOMATIC AMUSEMENT		
	ENTERTAINMENT		
		1	
Chinidula Daniatalii1/1-1-			
Spiridula Pagiatakis d/b/a	ALCOHOL (VA(See R. B. Anole)	Dondina	No renewal dass
Medway Restaurant	ALCOHOL (Wine & Malt)	Pending	No renewal docs
	COMMON VICTUALLER	I	
Vacciala Inc. d/h/a		1	
Veerjala Inc. d/b/a	COMMON VICTUALLER	Annrove	
Medway Subway	CONTINUON VICTOALLER	Approve	

Medway Szechuan			
Garden, Inc. d/b/a			
Medway Szechuan	All ALCOHOL	Approve	
	COMMON VICTUALLER		
George Kosivas d/b/a			
Medway Village Pizza	COMMON VICTUALLER	Approve	
E.I.R.E. d/b/a Mickey			
Cassidy's	ALL ALCOHOL	Approve	
	COMMON VICTUALLER		
	LIVE ENTERTAINMENT		
The Muffin House Café			
Inc. d/b/a The Muffin			
House Cafe	COMMON VICTUALLER	Pending	No renewal docs
Neighborhood Wrench			
Inc. d/b/a Neighborhood			
Wrench	CLASS II	Approve	
Norman Greene d/b/a			
NWG Automotive Repair	CLASS II	Pending	No renewal docs
Vivaan LLC d/b/a One			
Stop Convenience	ALCOHOL (Wine & Malt)	Approve	
<u> </u>			
Papa Gino's Inc. d/b/a			
Papa Gino's	COMMON VICTUALLER	Pending	No renewal docs
<u> </u>	AUTOMATIC AMUSEMENT		
•			
Night 'N Day Inc. d/b/a	All ALCOHOL	Approve	
Restaurant 45	COMMON VICTUALLER		
	<u> </u>		
Brad Anthony d/b/a Select			
Used Cars Corporation	CLASS II	Approve	
		1	
Starbucks Coffee			
Company d/b/a Starbucks			
Coffee	COMMON VICTUALLER	Approve	

Supreme Medway LLC			
d/b/a Supreme Pizza	COMMON VICTUALLER	Pending	TIPS cert server list
	ALCOHOL (Wine & Malt)		due

T.C. Scoops, LLC, d/b/a			
T.C. Sccops	COMMON VICTUALLER	Pending	No renewal docs
Paul Tingley d/b/a			
Tingley's	COMMON VICTUALLER	Approve	
		_	
PragatHari LLC d/b/a Wes	t		
Medway Liquors	ALL ALCOHOL	Approve	
		_	
Richard Williams d/b/a	CLASS II	Pending	No renewal docs;
Williams Classic			taxes/fees owed
Restoration &Sales			
	_		
Yama Fuji, Inc. d/b/a		7	
Yama Fuji	COMMON VICTUALLER	Approve	
	ALL ALCOHOL	· .	

Action Items from Previous Meeting

Associated back up materials attached:

Action item list

· · · ·	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1-0-50				- I was a second of the second
1	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; Mtg of Cable Advisory Com	BOS	Verizon & Comcast 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	6/1/2015	Road and Sidewalk Repair and Construction Strategy/Plan	DPS	Winter 2016
10	10/13/2015	Policy on Land Acceptances - BOS v ConCom	BOS/ PEBD	January 2016
11	11/2/2015	Disccusion - solid waste and recycling fees	BOS/DPS	Winter 2016
12	11/23/2015	4-5 Kingson Ln questions re: Town and AHT authority	TA	Dec 2015

Approval of Warrants

Warrants to be provided at meeting.

Town Administrator's Report

Selectmen's Reports