

## **Board of Selectmen**

*Dennis P. Crowley, Chair*

*John A. Foresto, Vice-Chair*

*Richard A. D'Innocenzo, Clerk*

*Glenn D. Trindade*

*Maryjane White*



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**April 6, 2015, 6:30 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session – Exemption 3: To discuss strategy with respect to collective bargaining or litigations if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares [Memorandum of Agreement between the Town and Medway Permanent Firefighters Association and Memorandum of Agreement between the Town and the Medway Police Association]
- Public Comments

Other Business [Immediately following Executive Session]

1. Collective Bargaining Agreement Approval
  - a. Fire Contract
  - b. Police Contract
  - c. Clarification of Municipal Union Contract Funding – Annual Town Meeting Article 27
2. Appointments
  - a. Conservation Commission – Brian Snow
  - b. Registrar – Florence Mucci
3. Interviews – Affordable Housing Committee
  - a. Susan Rorke
  - b. Michael Leone
  - c. Judi LaPan
4. Approval – Indirect Cost Agreement for Fiscal Year 2016 Enterprise Funds
5. Authorization of Chairman to Execute Contracts with EcoTec Inc. for Review of Wetland Flagging - \$2,200 and \$2,350
6. Approval – Conservation Restriction – Millstone Village
7. Authorization of Chairman to Execute Contract with The Cecil Group for Design Guideline Development Services - \$15,000

8. Re-opening of May 11, 2015 Special Town Meeting Warrant – Add Article to Extend Expenditure Deadline on 2014 Annual Town Meeting Warrant Article 7 - Various Projects
9. Re-opening of May 11, 2015 Annual Town Meeting Warrant – Language amendments to Zoning Article 25 - Multifamily Housing and 26 – Business District Transition Zone; Add Article – Negotiate Payment in Lieu of Taxes Agreement with Exelon
10. Approval – One-Day Liquor License Applications
  - a. Dan Hooper – Thayer Homestead – Apr. 25, 2015
  - b. Aileen Keaney – Thayer Homestead – May 2, 2015
11. Approval – Public Event Permits
  - a. Christina Clarke Genco Foundation Ride – May 10, 2015
  - b. Tri-State Trek – June 26, 2015
  - c. Turkey Trot – November 26, 2015
12. Discussion - Playgrounds
13. Action Items from Previous Meeting
14. Approval of Warrants
15. Town Administrator’s Report
16. Selectmen’s Reports

---

Upcoming Meetings, Agenda and Reminders

April 21, 2015 ---- Regular Meeting (holiday week)

May 4, 2015 ---- Regular Meeting

# Public Comments

# **AGENDA**

## **ITEM #1**

### **Collective Bargaining Agreement Approval –**

- a. Fire Contract**
- b. Police Contract**
- c. Clarification of Municipal Union  
Contract Funding – ATM Art. 27**



# AGENDA

## ITEM #2

### Appointments

- a. Conservation Commission –  
Brian Snow
- b. Registrar – Florence Mucci

*Associated back up materials attached.*

- a. Brian Snow's letter of interest and résumé; ConCom endorsement
- b. (Town Clerk indicated Ms. Mucci's term is expiring as of 4/1/15)

**Proposed motion:** I move that the Board of Selectmen appoint Brian Snow to the Conservation Commission for a three year term and to reappoint Florence Mucci to the Board of Registrars, also for a three year term.

March 3, 2015

Board of Selectmen  
155 Village Street  
Medway, MA 02053

Re: Conservation Commission Open Seats

Dear Sir/Madame:

I would like to be considered for an open seat on the Conservation Commission. As several of you know, I served on the Conservation Commission previously for approximately ten years. I would be happy to return. My resume is attached. Please feel free to contact me at any time.

Sincerely;

A handwritten signature in black ink, appearing to read "Brian G. Snow". The signature is stylized with a large, sweeping initial "B" and a long horizontal stroke extending to the right.

Brian G. Snow, P.G., LSP, LEP  
22 Holbrook Street  
Medway, MA 02053  
774-270-4939

# Brian G. Snow, P.G., LSP, LEP

---

## Objective

---

Provide Technical Resume to Town of Medway for consideration of appointment to the Conservation Commission.

## Summary

---

Experienced Regional Operations Manager with profit/loss responsibility providing consulting services to Fortune 100 companies. Management responsibilities included revenues of \$1-4MM and 8 to 22 employees. Responsible for budgeting, hiring and terminations, reviews and salary adjustments, leased space, equipment, and vehicles. Business development responsibilities included developing leads and proposals, establishing contracts and hiring, managing and developing business development staff.

In addition to office management, responsibilities included acting as the senior technical lead for the following: client management, program management, project management, contract development, subcontracting, training, site investigation, bedrock investigations, drinking water treatment, construction support and permitting, remedial design, remediation system construction, operation and decommissioning, property assessments, indoor air investigation, litigation support, insurance support, cost assessment, lifecycle costing, compliance assistance, reimbursement support, risk assessment, and most important regulatory closure.

## Professional Experience

---

4/2010 to Present	Senior Project Manager OHI Engineering, Inc. 44 Wood Avenue Mansfield, MA 02048
Approx: 2001-2011	Town Of Medway Conservation Commission
3/2005 to 4/2010	Regional Operations Manager
5/2001 to 3/2005	Senior Project Manager EnviroTrac Ltd. 2 Merchant Street Suite 2 Sharon, MA 02067
11/1998 to 5/2001	Project Manager Cyn Environmental Services

100 Tosca Drive  
Stoughton, MA 02072

12/1992 to 11/1998      ENSR (Formerly Fugro East, Inc.)  
155 Otis Street  
Northborough, MA 01532  
1997- 1998 – Contract to U.S. Army Reserve 94<sup>th</sup> Regional Support Command  
as Installation Restoration Program Manager Underground Storage Tank  
Program Manger  
1995-1997 – Project Manager  
1994-1995 – Project Coordinator  
1992-1994 – Field Scientist

### **Education**

Framingham State College, M.A. Business Administration, 2000  
Framingham State College, B.S. Earth Science, 1992

### **Professional Registrations and Associations**

Licensed Site Professional – Commonwealth of Massachusetts #7713  
Licensed Environmental Professional – State of Connecticut #438  
Registered Professional Geologist – State of Tennessee #4370  
Licensed Professional Geologist – State of New Hampshire #494  
Massachusetts Waste Water Treatment Facility Operator Grade 2-I, Registration #8591  
Massachusetts Notary Public  
OSHA Certification, 40 hr Health & Safety Training at Hazardous Waste Sites  
Transportation Worker Identification Credential  
Smith Driver Training Certificate  
Licensed Site Professionals Association Member

### **Management Accomplishments**

In 2006, EnviroTrac lost their contract with Motiva (Shell Oil) and the Operations Manager resigned. Assumed the position of Operations Manager and downsized the office from a staff of 22 to 8 while retaining the best of the staff. The office had dropped revenue from \$4MM to under \$2MM. Reduced office overhead and relocated the office to brand new accommodations with similar square footage at a 40% annual savings in rent. From 2005, grew the office back to a staff of 14 with revenues over \$3MM and profit above 10%. EnviroTrac also lost their Hess Corporation account and was instrumental in recovering the account and growing the Massachusetts portion from ~\$270K in 2004 to a budget of over \$1MM for 2010. Responsible for recovering a portion of the Motiva account for the Massachusetts Office and several other regions.

Over the 5 years managing the Massachusetts office of EnviroTrac maintained profit and loss responsibilities. Hired several LSPs, business devotement professionals, scientists, engineers, accountants, administrators and technicians. Relocated the office, negotiated and signed the lease, negotiated the purchase of seven vehicles, negotiated leases on four copy machines, and purchased various other equipement. Managed major oil portfolios for Motiva (Shell), Sunoco and Hess. Also responsible for collections including litigation.

### **Technical Responsibilities and Project Examples**

---

As the operations manager at EnviroTrac Ltd, my responsibilities also included providing technical and regulatory oversight for all of the projects in the office (approximately 60). I reviewed all of the technical reports and regulatory reports that were sent to the clients and regulators. In addition to the review and senior technical support for each of these projects, I was the project manager for the most complicated projects in the office and was responsible for all of the construction related projects completed by the office. This included regular interaction with clients, regulators, third parties, attorneys, project and field staff. I was on-site for all major remediation system installations to supervise and assist in the installation of each system. I was the most experienced system troubleshooter in the office and went into the field to determine and remedy complex system problems. I performed initial field response and project management for all emergency response operations that were related to potential indoor air problems or were likely to impact a third party. I designed all of the complex Phase II investigations for the office as well as designing all indoor air/vapor migration pathway assessments. I also designed, installed, and operated remediation systems. I was responsible for writing reports as needed and maintaining quality control over all written workproducts. Several project descriptions are listed below. I was the Senior Project Manager for all of these sites and they were all active within the last year.

I was the Senior Project Manager and LSP for a project on the north shore (Massachusetts) where petroleum vapors were detected in a daycare adjacent to the clients property. The project was also within the Zone A of a Class A surface water body. The project was jointly completed with another firm. The project included the restarting and redesigning of an existing air sparge and soil vapor extraction system. During the other firm's initial indoor air assessment and risk assessments, an Imminent Hazard (IH) was identified. At the clients request, I reviewed the indoor air assessment and risk assessment and revised the conclusions to more accurately evaluate risk posed by the clients release. The other firm included concentrations of disinfectants (used in the daycare but not associated with the release), resulting in the IH condition. The changes were reviewed and affirmed by the MassDEP. Subsequent investigations of vapor intrusion pathways included the installation of soil gas probes under and around the daycare at various depths, and sampling of indoor air, soil gas, groundwater, and soil. Numerous IH and substantial hazard evaluations were also completed using Method 3 Risk Characterization. A sulfur hexafluoride tracer gas study was conducted in order to determine the migration pathway of contaminants to the daycare. Contaminants not related to the disposal site were ruled out and attributed to the other remaining businesses in the daycare building. I prepared an Immediate Response Action (IRA) Plan, IRA Status Reports, an IRA Completion report, Phase I, II, III, IV, and V documents including a Remedy Operating Status Opinion for the site. I also designed the Phase II investigation, a pilot test, additional remedial components and

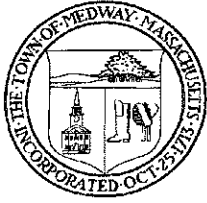
demonstrated vacuum influence and source control. I also provided support for litigation related to the indoor air impacts and to previous parties contributing to the release(s).

I was the Senior Project Manager and LSP for a former industrial site in western Massachusetts. The site was impacted with PCBs, Metals and petroleum products. The project was referred to me by an out of state consultant representing the owner and his counsel. A previous consulting firm conducted an ASTM Phase I for the owner prior to the purchase stating that the parcel was not likely impacted. Subsequently a second ASTM Phase I was conducted by a potential purchaser, leading to an ASTM Phase II Investigation. The property was previously utilized by a major electrical utility company, a junk yard, and machine shop. The property was also adjacent to multiple rail lines and had a former rail spur and siding through the property. As a result a previous consultant attempted to remediate the PCBs and ignored the greater risk of the existing metals. I designed an MCP Phase II investigation to delineate the PCBs and metals. Since the project was not in compliance with MCP deadlines, I negotiated revised deadlines with the MassDEP and avoided penalties. Impacts at the site extended beyond the property borders, requiring access to multiple parcels including property owned by the power company and the city. The project also include legal support with regard to potential suits against the power company (source of the PCBs) and the first consultant. The project included multiple meetings with counsel, opposing counsel, and the MassDEP to gain access and determine damages. Multiple cost estimates and scenarios were presented to counsel and the client regarding potential remedial and long term management costs. Draft AULs were prepared. TOSCA did not apply to the site and the PCBs were averaged to below S-1 Standards. Management of the site was further complicated by the client's switch of legal teams to out of state counsel, who did not understand the MCP.

I was the Senior Project Manager and LSP for an emergency response in Lowell, Massachusetts. An owner of a restaurant complained to the Fire Department about petroleum vapors in the basement of their building. The owner of the adjacent gasoline station requested I respond to the site to determine the source and validity of the complaint. I met the Fire Department, Police Department, MassDEP, and Water and Sewer Department at the site. I determined the source of the release was the gasoline station. I ruled out another gasoline station on the block. I installed a carbon filtration system in the basement of the restaurant. I installed a series of monitoring wells and soil gas probes. I completed a soil vapor extraction system (SVES) pilot test and designed and installed a temporary SVES to provide vacuum control and abate an IH condition created by an explosive condition in the sewer lines. I was on-site during the majority of these activities and completed the majority of the field work. The temporary SVES was operational on the second day after the complaint. Follow-up work included the preparation of MCP deliverables, correspondence with the MassDEP and Fire Department as well as the permanent design and install of the SVES and migration pathway assessment.

## References

- Available on request



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

*David Travalini, Chair*  
*Ken McKay*  
*Tony Biocchi*  
*Scott Salvucci*  
*Bridget Graziano, Agent*

March 31, 2015

Sherborn Board of Selectmen  
155 Village Street  
Medway, MA 02053

Honorable Selectmen,

At the March 26, 2015 meeting the Conservation Commission interviewed candidate Brian Snow for the open seat on the Conservation Commission, it was voted 4-0 to recommend to the Board of Selectmen that they appoint Mr. Snow to the Conservation Commission. I have attached his resume which outlines his interest and experience and long term dedication to the Medway Conservation Commission in 2001-2011.

Mr. Snow was a previous member of the Medway Conservation Commission showing his continued interest in the protection of wetland resources and open space. Mr. Snow's knowledge and use of the Wetlands Protection Act regulations and the Medway Wetlands Bylaw will make him a valued member of the Commission. Additionally, he is a Licensed Site Professional (LSP) which is a background that the Commission seeks in reviewing projects under the state and local laws. The Commission strongly believes that Mr. Snow's years of knowledge along with his known previous dedication to volunteer as a Conservation Commissioner, make him an ideal fit for the Conservation Commission.

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

Kind regards,

Bridget R. Graziano, Administrator/Agent  
Conservation Commission

# AGENDA

## ITEM #3

**Interviews – Affordable Housing Com. -**

- a. Susan Rorke**
- b. Michael Leone**
- c. Judi LaPan**

*Associated back up materials attached.*

- *a. Letter of interest (email) from Susan Rorke; AHC endorsement*
- *b. Letter of interest and résumé from Michael Leone*
- *c. Letter of interest from Judi LaPan*



**From:** Sue Rorke [<mailto:srorke00@gmail.com>]  
**Sent:** Sunday, March 01, 2015 2:40 PM  
**To:** Board of Selectmen  
**Subject:** Affordable Housing Committee Application

I am interested in being appointed to the Affordable Housing Committee. I have been attending meetings for several months and am becoming familiar with the mission.

I have lived in Medway for over 20 years, and have been semi-active in town activities. I did volunteer work (*lots* of photos of artwork, classroom projects, and sports) at the schools, and was on the High School Council for several years. I also support and volunteer at the Medway Community Farm.

I currently work at the MetroWest Center for Independent Living. Medway is one of our 26 towns. The mission of MWCIL is to get people with disabilities out of nursing homes and living in the community. The staff work with our clients to find housing and services. The biggest barrier to people being able to return to their communities and homes is a lack of affordable housing. If a person also needs an accessible home, it is close to impossible. As an advocate for affordable and accessible housing, I would like to participate on the Affordable Housing Committee, and help increase available housing.

Please let me know if you have any questions or concerns that I can address. Thank you for your consideration.

Sue Rorke  
34 Ellis Street

To: The Honorable Board of Selectmen  
From: Robert D. Ferrari, Chair  
Affordable Housing Committee  
Re: Request for an Appointment to the  
Affordable Housing Committee  
Date: March 2, 2015

To The Honorable Board of Selectmen,

On behalf of the Affordable Housing Committee, I am writing to recommend that Ms. Susan Rorke of 34 Ellis Street be appointed to fill one of our two membership vacancies. She has been a resident of the Town of Medway for the past twenty-one years. Please be advised that she has expressed interest in serving on the AHC and has attended several meetings voluntarily in order to become better acquainted with the issues involving the creation and preservation of affordable housing options for all of the citizens of Medway.

Ms. Rorke brings a thorough background in Computer Programming, Website Development, and Technical Writing. She currently works as a communications specialist for two Disability Advocacy agencies. She is very knowledgeable about the design issues often encountered by persons with physical disabilities as they seek optimum mobility options.

Sue is a very capable individual who performs her "due diligence" on any important issue, problem, or task she undertakes. She has participated in many volunteer activities such as Pride Day, Annual Medway Clean-up Day, Girls' Volleyball Boosters, and is presently active as a member of the Community Farm. She is the Mother of two children who have recently graduated from the Medway Public Schools. I have worked with her as member of the Democratic Town Committee.

Sue Rorke will be able to bring her knowledge, skills, and commitment to Disabled Individuals to the AHC. I highly recommend her appointment to the Medway Affordable Housing Committee.

Sincerely,  
Robert D. Ferrari, Chair  
Affordable Housing Committee

Board of Selectmen  
Town Hall  
Medway, MA 02053

April 2, 2015

In regards to the nomination to serve as a member of the Medway Affordable Housing Committee.

Dear Board of Selectmen,

I am requesting to have my name submitted as a nominee for the position on the Affordable Housing Committee.

As a resident of Medway I reside in a community with 52 townhouse units. Of that number, more than 20% of those units are classified as affordable. As a longtime board member of the Association, I can relate firsthand to the significance and personal value these homes add not only to their owners but also to our town.

As a fully licensed and insured contractor I have vast knowledge in residential construction.

In such I have had the opportunity to assist in the preliminary design, finished plans, then right through the total construction of many dwellings. I would only hope my added professional experience would be invaluable to this committee.

Respectfully submitted,

Michael J. Leone  
1-1 Kingson Lane  
Medway, MA 02053

Michael J. Leone  
1-1 Kingson Lane  
Medway, Massachusetts 02053  
(508) 533-2109

## **PROFESSIONAL EXPERIENCE**

---

### **Watertown Fire Department**

**1973 to 2003**

- Promoted to Captain in February 1993
- Promoted to Lieutenant in January 1986
- American Heart Association Certified CPR Instructor/Trainer, lead instructor for the Department
- Massachusetts Certified Emergency Medical Technician from 1975 to 2003
- Fire Department Rescue/Ambulance from 1975 to 1982
- Group Commander responsible for oversight and scheduling of 21 firefighters and officers
- Station Commander responsible for maintenance and operation of Watertown Station No. 3
- Responsible for 8- and 24-hour training courses for all Watertown firefighters and officers as to the awareness and operation levels of hazardous materials response and Suspicious Envelope Evaluation Procedures (SEEP)
- Developed new procedures for in-service inspection of local businesses and industries for compliance with state fire codes

### **Massachusetts Hazardous Materials Emergency Response Team**

**1990 to 2003**

- State-Certified Hazardous Materials Technician
- Mitigation numerous incidents throughout 64 communities in the Greater Boston Area
- Over 1200 hours of specialized training in hazardous materials response and mitigation
- Assistant team leader - responsible for forty technicians, ongoing training and team compliance
- Hazardous Materials Vehicle Coordinator for the Massachusetts Department of Fire Services responsible for equipment and maintenance of 15 response vehicles situated throughout Massachusetts
- Instrumental in the development of the States decontamination procedures for mass casualties
- Numerous advanced classes and seminars on hazardous materials related subjects including response to and mitigation of biological, chemical and radiological contaminants
- Liaison (2 years) for Town of Watertown in the closure of the United States Arsenal in conjunction with the Army Corps of Engineers

### **MJL Remodeling**

**1985 to 2015**

- Owner and President of a renovation and reconstruction business
- Massachusetts Licensed Construction Supervisor
- Massachusetts Certified Home Remodeling Contractor

## **ASSOCIATIONS, ACHIEVEMENT AND INTERESTS**

---

- President of Watertown Firefighters Relief Association
- Watertown Firefighters Local 1347 IAFF Union Delegate
- Vice President of Woodside Condominium Board of Governors
- Member of the Benevolent and Protection Order of the Elks of the USA
- Member of the Order of the Sons of Italy in America
- Member of Sharon Country Club
- Member of the Harley Davidson Owner's Group
- Board of Governors Woodside Condominium association since **2005**.

April 1, 2015

Medway Board of Selectmen  
Town Hall  
Medway, MA 02053

Regarding: Nomination to serve as a Member of Medway's Affordable Housing Committee

Dear Board of Selectmen,

I am writing to offer my name for submission to the Board of Selectmen as a nominee to join the Affordable Housing your board.

As a 22 year resident of Medway and the owner of a price restricted home, I am keenly interested in the development and preservation of affordable housing in town. I believe that the perspective of an individual having had the whole experience of looking for and purchasing workforce housing is indispensable to this body as it makes decisions affecting dozens of future households. Additionally, knowing the difference homeownership has made in my life, I am particularly interested in working to help maintain the affordable status of current units.

Further, as an employee of Medway's Department of Public Services, my knowledge of planning, function and construction of a proposal's infrastructure would be quite useful when evaluating development proposals. The importance of residing in the town where I work is also a meaningful perspective I could contribute to the board's deliberations.

Having reviewed the nature and extent of the board's responsibilities with Doug Havens, I understand that the board typically meets once a month and has occasional special meetings as needed.

Please contact me if you require any further information to formulate a complete and well-rounded presentation of my candidacy before the selectmen.

Sincerely yours,

Judi LaPan  
17 Heritage Drive  
Medway, MA 02053

# AGENDA

## ITEM #4

### Approval – Indirect Cost Agreement for FY16 Enterprise Funds

*Associated back up materials attached.*

- Proposed agreement drafted by Town Accountant

**Proposed motion:** I move that the Board approve the Fiscal Year 2016 indirect cost allocation agreement for the Town's enterprise funds as presented.

**TOWN OF MEDWAY  
FISCAL YEAR 2016  
ENTERPRISE FUNDS – INDIRECT COST ALLOCATION**

The Department of Revenue/Local Services has issued a manual on enterprise funds and the following description is taken in part from this document.

The enterprise fund statute, MGL Chapter 44 S53F1/2 was enacted in 1986 for the purpose of allowing cities and towns the flexibility to account separately for all financial activities associated with business type municipal services, such as public utilities (water, sewer, trash).

An enterprise fund establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenditures of the service are segregated into a separate fund with its own financial statements.

Enterprise accounting allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy or other available funds, if any.

At year end, the performance of an enterprise fund is measured in terms of positive and negative operations. An operating surplus (the result of revenue collected in excess of estimates and appropriation turnbacks) translates into retained earnings that are maintained in the fund rather than closing to general fund. Retained earnings of an enterprise fund are certified as an available fund after the submission of a June 30<sup>th</sup> balance sheet to the Department of Revenue/Local Services. Once certified, retained earnings may be appropriated only for expenditures relating to the fund. Conversely, if during the year, the enterprise fund incurs an operating loss, the loss must be raised in the subsequent year's budget.

Establishing an enterprise does not create a separate or autonomous entity from the municipal government operation. The municipal department operating the enterprise service continues to fulfill financial and managerial reporting requirements like every other department.

The enterprise budget includes both revenue and expenditure estimates:

**REVENUES:** May include user charges and fees, investment income, other revenues such as grants and apportioned and unapportioned betterments, and retained earnings.

**EXPENDITURES:** All costs must be identified and may include direct costs and indirect costs, employee benefits, legal and borrowing costs, and capital expenditures. These costs may also include an appropriation for an emergency reserve and a budgeted surplus.

Direct Costs are those associated directly with the enterprise fund, including salaries and wages of enterprise employees, other operating expenses and contractual payments.

Indirect Costs are those costs that cannot be directly or exclusively assigned to one service. Enterprises often benefit from expenditures made by the general fund and may include employee benefits, legal and borrowing costs, capital expenditures or improvements and emergency reserve.

**TOWN OF MEDWAY  
INDIRECT COST ALLOCATION AGREEMENT  
CERTAIN MUNICIPAL EXPENSES**

**ADMINISTRATIVE SERVICES**

Administrative services include: accounting, auditing, central data processing, technology support, administrative support, central purchasing, collections, and other treasury and financial services. Expenses that may be allocated include salary and wages for professional, technical, clerical and support staff and all expenses including, but are not limited to, professional and technical services, supplies and materials, dues and subscriptions, travel expenses and other related costs.

The cost of administrative services shall be computed separately for salaries and expenses. For salaries the calculation will be the total town-wide salary budget divided by the Enterprise Fund salary budget to arrive at a percentage. This percentage will be applied to the salaries of the following administrative departments: Town Administrator; Accountant; Treasurer/Collector, Human Resources and Information Services per Addendum A: Water (2.25%); Solid Waste (1.08%); EMS Ambulance (1.32%) and Sewer (.75%).

The calculation to arrive at the administrative overhead expenses will be the same. The total amount of the town-wide expense budget will be divided by the Enterprise Fund expense budgets to arrive at a percentage. This percentage will be applied to the expenses of the following administrative departments: Town Administrator, Accountant, Treasurer/Collector, Human Resources and Information Services per Addendum B: Water (8.65%); Solid Waste (6.36%); EMS Ambulance (1.24%) and Sewer (7.53%).

It is agreed that the cost of salaries and expenses for the Town Clerk/Elections will not be included in the allocation of indirect costs. Also, the expenses for Town Counsel services will be directly billed to each Enterprise Fund and paid as a direct cost, not an indirect cost.

**EMPLOYEE RETIREMENT PROGRAMS**

Retirement costs include, but are not limited to, the cost of administering employee retirement programs; the cost of non-contributory pensions; assessments paid to the Norfolk County Retirement System, the State retirement system, or any other regional or municipal retirement system; contributions to Social Security and Medicare and other retirement plans.

The cost of retirement programs will be included in the indirect cost allocation. See Addendum "E". (Note: the retirement costs allocated as associated employee benefits were computed by taking the total number of employees participating (active, terminated but still enrolled, and retirees) in Norfolk County Retirement System and dividing that number into the Medway assessment from Norfolk County. The resulting dollar cost per participant was then multiplied by the number of participating employees in each department.)



## **INSURANCE PROGRAMS**

Insurance includes the cost of administering insurance programs, as well as the cost of: unemployment, health, group life, workers compensation and other employee benefits paid by the town; the premiums paid for property, casualty and liability insurance; premiums for fidelity bonds, and funding of self-insurance programs.

It is agreed that the cost of administering insurance programs was calculated as part of the Administrative Services indirect cost allocation earlier in the agreement and should not be accounted for here.

The cost of insurance programs will be included in the indirect cost allocation. See Addendum "E".

## **OPERATIONS AND MAINTENANCE**

The cost of operating and maintaining facilities, including administrative and support facilities, include custodial services, heating of buildings, utility services, maintenance of grounds, maintenance of buildings and maintenance of equipment. The costs shall include salary, wages and benefit costs for professional, technical, maintenance, clerical and support staff, and all expenses including, but are not limited to, professional and technical services, supplies and materials, dues and subscriptions, travel expenses, and other related costs for the ordinary and extraordinary maintenance. Costs for employees and resources that are shared between departments will be the (1) total cost of the identified service multiplied by (2) the percentage of square footage of the space used by the Enterprise Fund.

Costs that will be included in the calculation of total costs multiplied by percent of square footage of space (Water 5.1%); (Solid Waste 5.1%); (Sewer 1.7%) include Town Hall Electric; Natural Gas; Water; Trash; and 50% of the Cleaning and Maintenance budget. See Addendum "D".

Vehicle Maintenance support is allocated to the Water, Sewer and Solid Waste Enterprise funds as direct costs. Support for the EMS Enterprise is calculated by multiplying the cost of the Vehicle Maintenance staff by the percentage of work orders attributed to EMS vehicles (5%). See Addendum "D".

## **DEBT**

For reporting purposes, cost of debt and capital shall include the actual interest paid on revenue anticipation notes (RANS) for enterprise purposes, interest paid on grant anticipation notes (GANS) for enterprise purposes, interest charges on short term borrowing for bond anticipation notes (BANS) for enterprise purposes, and the annual principal and interest paid on bonds or loans used to finance the purchase of goods for enterprise purposes.

The debt expense will be broken-out so that principal and interest by line item can be identified. Debt expense will be a direct cost expense.

## **OTHER EXPENSES**

Although this agreement is intended to identify services and expenses that are provided to the Enterprise Fund departments and how such costs shall be allocated between the Town and these departments for reporting purposes, it is recognized and further agreed that other costs which may be incurred by the Town that are not directly appropriated to the Enterprise Fund Departments, and have been identified to be in part or entirety expended on behalf of these departments shall be allocated and reported. Such allocation will be determined and mutually agreed upon.

**TOWN OF MEDWAY INDIRECT COST AGREEMENT**

**For the Town of Medway:**

**For the Medway Water and Sewer Enterprise Funds:**

\_\_\_\_\_  
Town Board of Selectmen

\_\_\_\_\_  
Medway Water/Sewer Commissioners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

## ADDENDUM A

### ADMINISTRATIVE SERVICES-SALARIES

The cost of administrative services will be computed for salaries by dividing the salaries and employee benefits of the Enterprise Funds by the salaries and employee benefits of the total budget for these items for all departments, including school.

<u>\$</u>	<u>36,200,189</u>	Budget amount of salaries and employee benefits for All departments.
<u>\$</u>	<u>812,829</u>	Budget amount of salaries and employee benefits for Water Dept.
<u>\$</u>	<u>391,551</u>	Budget amount of salaries and employee benefits for Solid Waste Dept.
<u>\$</u>	<u>477,588</u>	Budget amount of salaries and employee benefits for EMS Ambulance Dept.
<u>\$</u>	<u>269,724</u>	Budget amount of salaries and employee benefits for Sewer Dept.

<u>2.2454%</u>	Divide Water Dept salaries and benefits	<u>\$ 812,829</u>	by total salaries and benefits	<u>\$ 36,200,189</u>
<u>1.0816%</u>	Divide Solid Waste Dept salaries and benefits	<u>\$ 391,551</u>	by total salaries and benefits	<u>\$ 36,200,189</u>
<u>1.3193%</u>	Divide Ambulance Dept salaries and benefits	<u>\$ 477,588</u>	by total salaries and benefits	<u>\$ 36,200,189</u>
<u>0.7451%</u>	Divide Sewer Dept salaries and benefits	<u>\$ 269,724</u>	by total salaries and benefits	<u>\$ 36,200,189</u>

Application of percentages to Salaries and Employee Benefits of:

Town Administrator's Office	<u>\$ 344,235</u>	
Town Accountant's Office	<u>\$ 178,915</u>	
Treasurer/Collector's Office	<u>\$ 268,313</u>	
Human Resource's Office	<u>\$ 172,363</u>	
	<u>\$ 963,826</u>	Total

Calculation of Indirect Costs for Administrative Services- Salaries

	Total Admin Salaries		Percentage Enterprise Salaries		Indirect Cost Allocation for Administrative Services-Salaries
Water	<u>\$ 963,826</u>	X	<u>2.2454%</u>	=	<u>\$ 21,641</u>
Solid Waste	<u>\$ 963,826</u>	X	<u>1.0816%</u>	=	<u>\$ 10,425</u>
EMS/Ambulance	<u>\$ 963,826</u>	X	<u>1.3193%</u>	=	<u>\$ 12,716</u>
Sewer	<u>\$ 963,826</u>	X	<u>0.7451%</u>	=	<u>\$ 7,181</u>

## ADDENDUM B

### ADMINISTRATIVE SERVICES-EXPENSES

The cost of administrative services will be computed for expenses by dividing the expenses of the Enterprise Funds by the expenses of the total budget for these items for all departments, including school.

<u>\$ 16,622,623</u>	Budget amount of expenses for All departments.
<u>\$ 1,437,261</u>	Budget amount of expenses for Water Dept.
<u>\$ 1,056,538</u>	Budget amount of expenses for Solid Waste Dept.
<u>\$ 206,200</u>	Budget amount of expenses for EMS Ambulance Dept.
<u>\$ 1,251,868</u>	Budget amount of expenses for Sewer Dept.

<u>8.6464%</u>	Divide Water Dept expenses	<u>\$ 1,437,261</u>	by total expenses	<u>\$ 16,622,623</u>
<u>6.3560%</u>	Divide Solid Waste Dept expenses	<u>\$ 1,056,538</u>	by total expenses	<u>\$ 16,622,623</u>
<u>1.2405%</u>	Divide EMS Ambulance Dept expenses	<u>\$ 206,200</u>	by total expenses	<u>\$ 16,622,623</u>
<u>7.5311%</u>	Divide Sewer Dept expenses	<u>\$ 1,251,868</u>	by total expenses	<u>\$ 16,622,623</u>

Application of percentages to Expenses of:

Town Administrator's Office	<u>\$ 21,375</u>	
Town Accountant's Office	<u>\$ 55,032</u>	
Treasurer/Collector's Office	<u>\$ 62,000</u>	
Human Resource's Office	<u>\$ 56,486</u>	
	<u>\$ 194,893</u>	Total

Calculation of Indirect Costs for Administrative Services-Expenses

	Total Admin Expenses		Percentage Enterprise Expenses	=	Indirect Cost Allocation for Administrative Services- Expenses
Water	<u>\$ 194,893</u>	X	<u>8.6464%</u>	=	<u>\$ 16,851</u>
Solid Waste	<u>\$ 194,893</u>	X	<u>6.3560%</u>	=	<u>\$ 12,387</u>
EMS/Ambulance	<u>\$ 194,893</u>	X	<u>1.2405%</u>	=	<u>\$ 2,418</u>
Sewer	<u>\$ 194,893</u>	X	<u>7.5311%</u>	=	<u>\$ 14,678</u>

**ADDENDUM C**  
**MIS/ IT Expense Allocation**

	<u>Water</u>	<u>Sewer</u>	<u>Solid Waste</u>	<u>Ambulance</u>
IS Salaries & Benefits	17,090	5,691	1,845	2,251
Software Annual Maintenance	6,283	6,163	6,163	4,195
Internet Access	115	115	115	
Supplies (paper, toner, etc.)	605	527	445	87
Training	222	222	222	222
	<b>24,316</b>	<b>12,718</b>	<b>8,791</b>	<b>6,755</b>

**ADDENDUM D1**

**Calculation of Operations and Maintenance Costs**

<b>TOWN HALL EXPENSES</b>	<b><u>Service Provided</u></b>	<b><u>Total Cost</u></b>	
	Electricity	\$ 19,000.00	
	Natural Gas	\$ 10,000.00	
	Water	\$ 850.00	
	Trash	\$ 3,800.00	
	50% Cleaning and Maintenance	\$ 63,430.00	
		<b><u>\$97,080.00</u></b>	<b><u>TOTAL COST</u></b>

**Calculation of Town Hall Expenses per Enterprise % of Town Hall Space**

	<b><u>Total Cost</u></b>	<b><u>Percent of Space</u></b>	<b><u>Total Indirect Cost</u></b>
Water	\$97,080	5.1%	\$4,951
Solid Waste	\$97,080	5.1%	\$4,951
EMS/Ambulance	\$97,080	0	0
Sewer	\$97,080	1.7%	\$1,650

**ADDENDUM D2**

**Calculation of Vehicle Maintenance Expenses**

<b>Vehicle Maintenance Staff Support</b>	<b>EMS Work Orders</b>	<b><u>Total Indirect Cost</u></b>
\$ 112,528	5%	\$ 5,626

*Vehicle maintenance support is directly allocated to Water, Sewer and Solid Waste Enterprise funds*

## ADDENDUM E

### WATER DEPARTMENT EMPLOYEE BENEFIT INDIRECT COSTS

FY16 Estimated:

	<u>Annual</u>
Health Insurance	\$94,308.45
Workers Compensation	\$5,295.00
Medicare	\$4,619.10
Retirement	\$66,670.42
Property/Liability	\$13,825.00
	<b>\$184,717.97</b>

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$2,162.16	8,155.54	118.26
EMPLOYEE 2	\$1,507.00	21,588.80	313.04
EMPLOYEE 3	\$13,127.41	64,404.84	933.87
EMPLOYEE 4	\$4,219.59	43,616.22	632.44
EMPLOYEE 5	\$10,810.81	38,954.16	564.84
EMPLOYEE 6		12,984.72	188.28
EMPLOYEE 7	\$3,603.60	29,925.64	433.92
EMPLOYEE 8		14,952.25	216.81
EMPLOYEE 9		10,044.03	145.64
EMPLOYEE 10	\$2,109.79	20,658.18	299.54
EMPLOYEE 11	\$10,810.81	44,267.52	641.88
EMPLOYEE 12	\$1,205.60	10,044.03	145.64
EMPLOYEE 13	\$562.61	6,426.34	93.18
EMPLOYEE 14	\$10,810.81	44,267.52	641.88
EMPLOYEE 15	\$1,125.22	10,874.05	157.67
EMPLOYEE 16		10,044.03	145.64
EMPLOYEE 17	\$5,045.04	9,255.10	134.20
EMPLOYEE 18	\$3,088.80	11,804.67	171.17
EMPLOYEE 19	\$904.20	8,853.50	128.38
EMPLOYEE 20	\$2,162.16	6,630.70	96.15
EMPLOYEE 21	\$5,123.79	54,623.86	792.05
EMPLOYEE 22	\$3,088.80	10,044.03	145.64
EMPLOYEE 23	\$1,125.22	9,225.70	133.77
EMPLOYEE 24	\$10,810.81	42,614.22	617.91
EMPLOYEE 25	\$904.20	11,365.56	164.80
EMPLOYEE 26		9,639.50	139.77
PT Salaries		6,946.00	100.72
Differentials		5,200.00	75.40
Overtime		\$50,000.00	725.00
Longevity		\$700.00	10.15
	\$94,308.45	\$628,110.70	\$4,619.10



**EMS ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY16 Estimated:

	<u>Annual</u>
Health Insurance	\$41,662.15
Workers Compensation	\$3.00
Medicare	\$5,676.16
Retirement	\$32,640.73
Property/Liability	\$6,147.00
	<b>\$86,129.04</b>

Employee:	(Gross Wages)		
	Health Insurance	Medicare wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$14,414.41	\$63,340.00	\$918.43
EMPLOYEE 2		\$63,340.00	\$918.43
EMPLOYEE 3	\$14,414.41	\$51,819.00	\$751.38
EMPLOYEE 4	\$5,626.12	\$50,311.00	\$729.51
EMPLOYEE 5		\$22,875.00	\$331.69
EMPLOYEE 6	\$7,207.21	\$23,203.00	\$336.44
PT Salaries		\$28,455.00	\$412.60
Overtime		\$55,000.00	\$797.50
Stipends		\$12,875.00	\$186.69
Longevity		\$800.00	\$11.60
Holiday		\$13,815.00	\$200.32
Training		\$5,626.00	\$81.58
	\$41,662.15	\$391,459.00	\$5,676.16

**SOLID WASTE ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY16 Estimated:

	<u>Annual</u>
Health Insurance	\$37,149.34
Workers Compensation	\$0.00
Medicare	\$4,638.56
Retirement	\$29,862.79
Property/Liability	\$0.00
	<b>\$71,650.69</b>

Employee:	(Gross Wages)		
	Health Insurance	Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$1,507.00	\$12,555.04	182.05
EMPLOYEE 2	\$2,813.06	\$23,630.48	342.64
EMPLOYEE 3	\$1,125.22	\$11,889.95	172.40
EMPLOYEE 4	\$1,441.44	\$5,437.02	78.84
EMPLOYEE 5	\$1,507.00	\$21,588.80	313.04
EMPLOYEE 6	\$3,603.60	\$29,925.64	433.92
EMPLOYEE 7		\$14,952.25	216.81
EMPLOYEE 8		\$2,511.01	36.41
EMPLOYEE 9	\$2,109.79	\$20,658.18	299.54
EMPLOYEE 10	\$301.40	\$2,511.01	36.41
EMPLOYEE 11	\$562.61	\$6,426.34	93.18
EMPLOYEE 12	\$562.61	\$5,437.02	78.84
EMPLOYEE 13		\$2,511.01	36.41
EMPLOYEE 14	\$5,045.04	\$9,255.10	134.20
EMPLOYEE 15	\$1,544.40	\$5,902.34	85.58
EMPLOYEE 16	\$602.80	\$5,902.34	85.58
EMPLOYEE 17	\$1,441.44	\$4,420.46	64.10
EMPLOYEE 18	\$772.20	\$2,511.01	36.41
EMPLOYEE 19	\$281.31	\$2,306.42	33.44
EMPLOYEE 20	\$7,722.01	\$34,877.44	505.72
EMPLOYEE 21	\$602.80	\$7,577.04	109.87
EMPLOYEE 22		\$6,426.34	93.18
EMPLOYEE 23	\$3,603.60	\$11,252.76	163.17
EMPLOYEE 24		\$11,252.76	163.17
PT Salaries		\$45,183.00	655.15
Overtime		\$13,000.00	188.50
Longevity			
	<b>\$37,149.34</b>	<b>319,900.75</b>	<b>\$4,638.56</b>

**SEWER ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY16 Estimated:

	Annual
Health Insurance	\$30,339.11
Workers Compensation	\$0.00
Medicare	\$3,120.40
Retirement	\$20,834.51
Property/Liability	\$230.00
	<b>\$54,524.01</b>

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$602.80	8,635.52	\$125.22
EMPLOYEE 2	\$2,316.60	11,365.56	\$164.80
EMPLOYEE 3	\$1,406.53	14,538.74	\$210.81
EMPLOYEE 4	\$3,603.60	12,984.72	\$188.28
EMPLOYEE 5		38,954.16	\$564.84
EMPLOYEE 6	\$1,441.44	11,970.26	\$173.57
EMPLOYEE 7		4,272.07	\$61.95
EMPLOYEE 8		5,022.02	\$72.82
EMPLOYEE 9	\$602.80	5,902.34	\$85.58
EMPLOYEE 10	\$3,603.60	14,755.84	\$213.96
EMPLOYEE 11	\$602.80	5,022.02	\$72.82
EMPLOYEE 12	\$90.42	3,213.17	\$46.59
EMPLOYEE 13	\$3,861.00	14,755.84	\$213.96
EMPLOYEE 14	\$562.61	5,437.02	\$78.84
EMPLOYEE 15		5,022.02	\$72.82
EMPLOYEE 16	\$1,441.44	2,644.31	\$38.34
EMPLOYEE 17	\$1,544.40	5,902.34	\$85.58
EMPLOYEE 18	\$602.80	5,902.34	\$85.58
EMPLOYEE 19	\$1,441.44	4,420.46	\$64.10
EMPLOYEE 20	\$904.20	9,639.50	\$139.77
EMPLOYEE 21	\$1,544.40	5,022.02	\$72.82
EMPLOYEE 22	\$562.61	4,612.85	\$66.89
EMPLOYEE 23	\$3,603.60	14,204.74	\$205.97
Longevity			
Overtime		1,000.00	\$14.50
	\$30,339.11	215,199.84	\$3,120.40

**TOTAL INDIRECT COSTS BY ENTERPRISE FUND**

<u>Addendums</u>	<u>Water</u>	<u>Solid Waste</u>	<u>EMS</u>	<u>Sewer</u>	
<b>A. Administrative Salaries</b>	\$ 21,641	\$ 10,425	\$ 12,716	\$ 7,181	
<b>B. Administrative Expenses</b>	\$ 16,851	\$ 12,387	\$ 2,418	\$ 14,678	
<b>C. IT Support</b>	\$ 24,316	\$ 8,791	\$ 6,755	\$ 12,718	
<b>D1. Town Hall Expense</b>	\$ 4,951	\$ 4,951	\$ -	\$ 1,650	
<b>D2. Vehicle Maintenance</b>			\$ 5,626	\$ -	
<b>E. Employee Benefits</b>	\$ 184,718	\$ 71,651	\$ 86,129	\$ 54,524	
<i>FY14 ADJUST</i>	16,593	(4,261)	(8,787)	(855)	
<b>TOTAL</b>	<b>\$ 269,071</b>	<b>\$ 103,944</b>	<b>\$ 104,857</b>	<b>\$ 89,897</b>	<b>\$ 567,768</b>

# AGENDA

## ITEM #5

**Authorization of Chairman to Execute Contracts with Eco Tec Inc. for Review of Wetland Flagging - \$2,350 & \$2,200**

*Associated back up materials attached.*

- Contract for Millstone Village project
- Contract for Wickett property project

**Proposed motion:** I move that the Board authorize the Chairman to execute contracts between the Town and Eco Tec Inc. for review of wetland flagging in the amounts of \$2,350 and \$2,200.

Note: Town Counsel and Town Accountant to sign contracts on Monday, prior to meeting.

**AGREEMENT BETWEEN  
THE TOWN OF MEDWAY AND EcoTec Inc.**

**PROFESSIONAL ENGINEERING/WETLAND SERVICES**

THIS IS AN AGREEMENT made on the \_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as "Town"), and EcoTec Inc., (hereinafter "Consultant"), a design firm incorporated in the state of Massachusetts with its principle place of business at 102 Grove Street, Worcester, MA 01605-9494.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **the review of wetlands flagging submitted to the Medway Conservation Commission (Commission) through process known as the filing of an Abbreviated Notice of Resource Area Delineation (ANRAD) for the land parcels known as, 259, 261, 261R and 263 Village Street as shown on Map 69 Lot 13, 14, 15 & 21** (hereinafter referred to as the "Project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

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

**1.0 CONTRACT DOCUMENTS**

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 Town and Consultant
- 2) Consultant's quotation or proposal dated March 17, 2015 (revised).
- 3) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

**2.0 CONSULTANT'S SERVICES**

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in the Consultant's proposal (hereinafter referred to as "Design Services").

**3.0 GUARANTEES AND WARRANTIES BY ENGINEER**

Except as otherwise specified, Design Services shall be guaranteed by Consultant against any and all defects or damages caused thereby for a period of three years from the date of completion of Design Services. Consultant shall be responsible during such period, or within three years of the time when the Town knew or should have known of

such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages.

#### **4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

Copies of all documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Design Services.

#### **5.0 TOWN'S RESPONSIBILITIES**

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Design Services. In addition to serving as Town 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 Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Design Services. However, Town shall not be required to provide information not readily available to it.

#### **6.0 PAYMENT BY THE TOWN FOR DESIGN SERVICES**

The Town shall pay the Consultant for the performance of this Agreement in accordance with rates negotiated for respective classes of services as identified in the Consultant's proposal submitted in response to the Town's request for Consultant's Services, not to exceed sum of \$ 2,350 (Two Thousand and three hundred and fifty dollars) for the Design Services set forth in Consultant's quotation or proposal dated March 17, 2015 (revised). If additional services are requested by the Commission in order to provide a final report for submission at a Public Hearing for the ANRAD filing with the Commission that are consistent with services for this report, an additional amount will be approved by the Town in writing. The Town will not be responsible for any amounts beyond those the Town has agreed upon in writing and as to which funds are available.

The Town shall make payment per the Consultant's proposal and payment schedule within. Payment will be forty five days after receipt of an invoice stamped in by the appropriate Town office for work performed or materials supplied. Upon satisfactory completion of the work, forty five days after receipt of an invoice for final payment, the Town shall pay the Consultant all amounts due under the Contract.

**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.

The Consultant shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

## **7.0 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 Design 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.

## **8.0 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 Design 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 designer for the completion of Design Services, in the excess of what Town would have paid Consultant for the completion of Designer 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.

## **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.

## **9.0 INSURANCE**

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

**9.1** Worker's compensation insurance in accordance with state law;

**9.2** Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

**9.3** The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached as part of Exhibit B to this Agreement.

**9.4** Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

**9.5** 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. **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.** 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.

## **10.0 INDEMNIFICATION**

Consultant hereby agrees to indemnify and hold harmless Town and its officers, attorneys, employees and agents from and against 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 attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the negligent acts or omissions of Consultant's services, or any activities, negligence, or omissions of Consultant.

## **11.0 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 Assignment of Interest**

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. 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. General Laws chapter 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. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. 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, Design Services, the Project, or otherwise.

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

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**Consultant**  
By its duly authorized representative

By: *[Signature]*  
Vice President

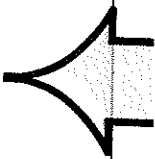
Title: \_\_\_\_\_

\_\_\_\_\_

Michael Boynton  
Town Administrator

**TOWN OF MEDWAY**  
**By its Board of Selectmen**

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



**Funding Source:**

Account: 25061712 5200



**Town Accountant**

Dated: 4/2/15

Approved as to availability of funds

**Town Counsel**

Dated: \_\_\_\_\_

Approved as to form



**CERTIFICATE OF VOTE**

(to be filed if Consultant is a Corporation)

I, PAUL J. McMANUS, hereby certify that I am the duly qualified and acting  
(Secretary of the Corporation)

Secretary of ECOTECH INC. and I further certify that at  
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 1/5/2015,  
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously

passed: CONTRACTING AUTHORITY WITH TOWN OF MEDWAY, MA

VOTED: UNANIMOUSLY To authorize and empower

ARTHUR ALLEN

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

Anyone acting singly, to execute Forms of General Quotation, Contracts or Bonds on  
behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or

modified in any respect.

By: Paul J. McManus  
(Secretary of Corporation)

A True Copy:

Attest: Rita R. Perri  
(Notary Public)



**RITA R. PERRI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Feb. 17, 2017

My Commission Expires: 2/17/17  
(Date)

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business: Ecotee, Inc.

Signature: 

Name of Person signing Proposal: Arthur Allen





## EcoTec, Inc.

ENVIRONMENTAL CONSULTING SERVICES

102 Grove Street  
Worcester, MA 01605-2629  
508-752-9666 / Fax: 508-752-9494

March 17, 2015 (revised)

Medway Conservation Commission  
Town Hall  
155 Village Street  
Medway, MA 02053

Re: 259, 261, 261R & 263 Village Street, Medway, MA

Subject: ANRAD Peer Review

Dear Commissioners:

I, Arthur Allen of EcoTec Inc., am pleased to submit this proposal to provide peer review consulting services related to the Abbreviated Notice of Resource Area Delineation ("ANRAD") submitted in accordance with the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00) and procedures and the Town of Medway Wetlands Protection Bylaw and Regulations. I have briefly reviewed the ANRAD application document and site plans dated February 12, 2015 and have noted the parcels and resource areas presented for review associated with this 56.9-acre site.

As part of my peer review I propose to review documentation submitted to date, to field review all delineated wetland resource areas including transects of all areas currently designated as "uplands", and to prepare a written report which describes the site and the results of my review. I also propose to provide technical representation at one (1) Conservation Commission public hearing and one (1) site walk as directed.

**My proposed cost for this scope of work is \$2,350.** Additional public hearing representation will be provided at the cost of \$350 per public hearing. Additional time to field review any re-delineated areas of concern or to review any revised submittals would be provided at the hourly rate of \$100 (portal to portal) plus mileage.

Please note that a snowpack of more than 6 inches and/or frozen soils could result in a delay of the field review. If you are in agreement with these terms, please sign one copy of this Proposal where indicated and return it to this office.

Sincerely,

Arthur Allen  
Certified Professional Soil & Wetland Scientist

\_\_\_\_\_  
client



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2015

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

PRODUCER MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	CONTACT NAME: Lisa London
	PHONE (A/C No. Ext): (978) 681-5700 FAX (A/C. No): (978) 681-5777
	E-MAIL ADDRESS: lisal@mtminsure.com
INSURER(S) AFFORDING COVERAGE	
INSURED EcoTec, Inc 102 Grove Street Worcester MA 01605	INSURER A: Crum & Forster Speciality INSURER B: Safety Insurance Company INSURER C: Rated by Multiple Companies INSURER D: INSURER E: INSURER F:
	NAIC # 39454 00914

**COVERAGES** CERTIFICATE NUMBER: 14-15 & 15-16 GL Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPK107924	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5057742	5/15/2014	5/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECCF8318	6/30/2014	6/30/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Deductible \$10,000			EPK107924	4/1/2015	4/1/2016	Ea Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER Town of Medway 155 Village Street Medway, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE P MacDonald CPCU, CIC <i>Paul Macdonald</i>

**AGREEMENT BETWEEN  
THE TOWN OF MEDWAY AND EcoTec Inc.**

**PROFESSIONAL ENGINEERING/WETLAND SERVICES**

THIS IS AN AGREEMENT made on the \_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as "Town"), and EcoTec Inc., (hereinafter "Consultant"), a design firm incorporated in the state of Massachusetts with its principle place of business at 102 Grove Street, Worcester, MA 01605-9494.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **the review of wetlands flagging submitted to the Medway Conservation Commission (Commission) through process known as the filing of an Abbreviated Notice of Resource Area Delineation (ANRAD) for the land parcels known as, Map 14 Lot 5, Map 15 Lot 001, Map 15 Lot 019, Map 8 Lot 016, Map 9 Lot 058** (hereinafter referred to as the "Project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

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

**1.0 CONTRACT DOCUMENTS**

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 Town and Consultant
- 2) Consultant's quotation or proposal dated March 17, 2015(revised).
- 3) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

**2.0 CONSULTANT'S SERVICES**

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in the Consultant's proposal (hereinafter referred to as "Design Services").

**3.0 GUARANTEES AND WARRANTIES BY ENGINEER**

Except as otherwise specified, Design Services shall be guaranteed by Consultant against any and all defects or damages caused thereby for a period of three years from the date of completion of Design Services. Consultant shall be responsible during such period, or within three years of the time when the Town knew of should have known of

such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages.

#### **4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

Copies of all documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Design Services.

#### **5.0 TOWN'S RESPONSIBILITIES**

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Design Services. In addition to serving as Town 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 Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Design Services. However, Town shall not be required to provide information not readily available to it.

#### **6.0 PAYMENT BY THE TOWN FOR DESIGN SERVICES**

The Town shall pay the Consultant for the performance of this Agreement in accordance with rates negotiated for respective classes of services as identified in the Consultant's proposal submitted in response to the Town's request for Consultant's Services, not to exceed sum of \$ 2,200 (Two Thousand and two hundred dollars) for the Design Services set forth in Consultant's quotation or proposal dated March 17, 2015(revised). If additional services are requested by the Commission in order to provide a final report for submission at a Public Hearing for the ANRAD filing with the Commission that are consistent with services for this report, an additional amount will be approved by the Town in writing. The Town will not be responsible for any amounts beyond those the Town has agreed upon in writing and as to which funds are available.

The Town shall make payment per the Consultant's proposal and payment schedule within. Payment will be forty five days after receipt of an invoice stamped in by the appropriate Town office for work performed or materials supplied. Upon satisfactory completion of the work, forty five days after receipt of an invoice for final payment, the Town shall pay the Consultant all amounts due under the Contract.

**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.

The Consultant shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

## **7.0 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 Design 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.

## **8.0 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 Design 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 designer for the completion of Design Services, in the excess of what Town would have paid Consultant for the completion of Designer 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.

## **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.

## **9.0 INSURANCE**

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

**9.1** Worker's compensation insurance in accordance with state law;

**9.2** Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

**9.3** The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached as part of Exhibit B to this Agreement.

**9.4** Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

**9.5** 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. **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.** 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.

## **10.0 INDEMNIFICATION**

Consultant hereby agrees to indemnify and hold harmless Town and its officers, attorneys, employees and agents from and against 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 attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the negligent acts or omissions of Consultant's services, or any activities, negligence, or omissions of Consultant.

## **11.0 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 Assignment of Interest**

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. 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. General Laws chapter 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. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. 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, Design Services, the Project, or otherwise.

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

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**Consultant**  
By its duly authorized representative

By: *MB*  
*Vice President*  
Title:

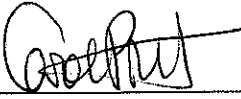
\_\_\_\_\_  
Michael Boynton  
Town Administrator

**TOWN OF MEDWAY**  
**By its Board of Selectmen**

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

Funding Source:

Account: 25061712 5200

  
\_\_\_\_\_

**Town Accountant**

Dated: 4/2/15

Approved as to availability of funds

\_\_\_\_\_

**Town Counsel**

Dated: \_\_\_\_\_

Approved as to form

**CERTIFICATE AS TO CORPORATE CONSULTANT**

I PAUL J. McMANUS

Certify that I am PRESIDENT


of the Corporation named as Consultant in the Proposal; that ARTHUR ALLEN  
\_\_\_\_\_ who signed said Proposal on behalf of the

Consultant was then VICE PRESIDENT of said

Corporation; that I know his signature and that his signature hereto is genuine and that  
said Proposal was duly signed, sealed, and executed for and on behalf of said

Corporation by authority of its Board of Directors.

(Corporate Seal)

  
\_\_\_\_\_

(Signature)

PRESIDENT

(Title)

This Certificate must be completed where the Consultant is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

**CERTIFICATE OF VOTE**

(to be filed if Consultant is a Corporation)

I, PAUL J McMANUS hereby certify that I am the duly qualified and acting  
(Secretary of the Corporation)

Secretary of ECOTEC INC. and I further certify that at  
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 1/5/2015,  
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously

passed: CONTRACTING AUTHORITY WITH TOWN OF MEDWAY, MA

VOTED: UNANIMOUSLY To authorize and empower

ARTHUR ALLEN

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

Anyone acting singly, to execute Forms of General Quotation, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or

modified in any respect.

By: Paul J. McManus  
(Secretary of Corporation)

A True Copy.

Attest: Rita A. Perri  
(Notary Public)



**RITA A. PERRI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Feb. 17, 2017

My Commission Expires: 2/17/17  
(Date)

Town of Medway, MA

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business: EcoTec, Inc.

Signature: 

Name of Person signing Proposal: Arthur Allen



## EcoTec, Inc.

ENVIRONMENTAL CONSULTING SERVICES

102 Grove Street  
Worcester, MA 01605-2629  
508-752-9666 / Fax: 508-752-9494

March 17, 2015 (revised)

Medway Conservation Commission  
Town Hall  
155 Village Street  
Medway, MA 02053

Re: Lots 14-005, 15-001, 15-019, 08-016, 08-019 & 09-058 off Winthrop Street & Fairway Lane,  
Medway, MA

Subject: ANRAD Peer Review

Dear Commissioners:

I, Arthur Allen of EcoTec Inc., am pleased to submit this proposal to provide peer review consulting services related to the Abbreviated Notice of Resource Area Delineation ("ANRAD") submitted in accordance with the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00) and procedures and the Town of Medway Wetlands Protection Bylaw and Regulations. I have reviewed the ANRAD application cover sheet and site plans dated December 29, 2014 and have noted the parcels and resource areas presented for review.

As part of my peer review I propose to review documentation submitted to date, to field review all delineated wetland resource areas, and to prepare a written report which describes the site and the results of my review. I also propose to provide technical representation at one (1) Conservation Commission public hearing and one (1) site walk as directed.

**My proposed cost for this scope of work is \$2,200.** Additional time to field review any re-delineated areas of concern or to review any revised submittals would be provided at the hourly rate of \$100 (portal to portal) plus mileage.

Please note that a snowpack of more than 6 inches and/or frozen soils could result in a delay of the field review. If you are in agreement with these terms, please sign one copy of this Proposal where indicated and return it to this office.

Sincerely,

Arthur Allen  
Certified Professional Soil & Wetland Scientist

\_\_\_\_\_  
client

# AGENDA

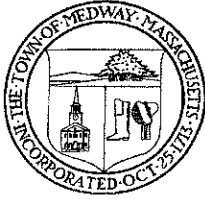
## ITEM #6

### **Approval – Conservation Restriction – Millstone Village**

*Associated back up materials attached.*

- Memo from Conservation Agent
- Proposed conservation restriction
- Restriction sketch plan

**Proposed motion:** I move that the Board approve the conservation restriction for Millstone Village as presented.



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

*David Travalini, Chair*  
*Ken McKay*  
*Tony Biocchi*  
*Scott Saluvcci*  
*Bridget Graziano, Agent*

## **MEMORANDUM**

**To: Michael Boynton  
Board of Selectmen**

**From: Bridget R. Graziano**

**Subject: Millstone Adult Retirement Community – Conservation Restriction**

**Date: April 2, 2015**

---

Attached is the final version of the Conservation Restriction for the Millstone Adult Retirement Community which is proposed to be held by the Medway Conservation Commission.

The Applicant (owner) submitted a proposal for the Millstone Adult Retirement Community to the Medway Planning Board for a special permit (ARCPUD), under the Zoning Bylaw for this permit there is a requirement to designate approximately 40% of the land (entire) as open space. This requirement may be found under the Zoning Bylaw for the ARCPUD special permit (see pg 112-124). Under this Zoning Bylaw requirement the Applicant may either propose to gift a portion of the land to the Town of Medway for use as open space or retain ownership of the entire parcel then creating a Conservation Restriction for a portion of the land to be used as open space (~40%).

In this particular case the Applicant (owner) requested to retain ownership of the parcel and place a Conservation Restriction of the portion to remain as open space. Additionally, the Application agreed to place this Conservation Restriction under the care of the Medway Conservation Commission.

The Medway Conservation Commission, Medway Town Counsel, the Applicant's Attorney (Alex Parra) and the State (Irene DelBono) have reviewed this final version of the Conservation Restriction. Please review the attached emails, as record.



## CONSERVATION RESTRICTION

**Grantor:** Millstone Builders, LLC  
**Grantee:** Town of Medway by and Through Its Conservation Commission  
**Property Address:** 129R Lovering Street, Medway, Massachusetts  
**For Grantor's Title:** See Norfolk County Registry of Deeds, Book 32460, Page 303

Millstone Builders, LLC, of 1 Golden Court, Westborough, Worcester County, Massachusetts, being the owner, for itself and its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to the Town of Medway, acting by and through its Conservation Commission, by authority of G.L. Chapter 40, Section 8C, and its permitted successors and assigns ("Grantee"), for no consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction ("Conservation Restriction") on a parcel of land located in the Town of Medway, Massachusetts, shown as Parcel B on a plan entitled "Plan of Land, Medway, Massachusetts (Norfolk County) Scale 1"=100', March 18, 2014, Owner: Betty Ann McCall Vernaglia, Prepared By: GLM Engineering Consultants, Inc.," which plan is recorded in the Norfolk County Registry of Deeds in Book 632, Page 76-79, constituting approximately 20.40 acres ("Premises"), and more particularly described in Exhibit A hereto and Sketch Plan of the Premises attached as Exhibit B hereto.

This Conservation Restriction is granted subject to rights, reservations and easements of record, including the rights and easements set forth in: (a) an easement dated April 4, 1941 from Wladyslaw Michalowski and Jozefa Michalowski to Boston Edison Company to Boston Edison Company, recorded in said deeds in Book 2341, Page 558; (b) an order of taking of easements by Boston Edison Company dated August 6, 1941 and recorded in said deeds in Book 2349, Page 102; (c) an order of taking by Algonquin Gas Transmission Company dated November 5, 1951, recorded in said deeds in Book 3043, Page 57; and (d) an order of taking by the Town of Medway for street drainage purposes dated March 23, 1976 and recorded in said deeds in Book 5208, Page 200. Said easements are shown on the plan attached hereto as Exhibit A.

This Conservation Restriction is a condition of an Adult Retirement Community Planned Unit Development Special Permit ("Permit") dated June 24, 2014, and recorded in the Norfolk County Registry of Deeds in Book 32460, Page 332. The Premises is also subject to an Order of Conditions as extended, see Norfolk County Registry of Deeds Book 32462, Page 78.

**I. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of Medway and is adjacent to existing open space owned by the Town of Medway.
- **Public access trails** for passive recreation, education, and nature study.
- **Has Frontage on and is visible from Scenic Road** (Winthrop Street) and will contribute to the rural nature of Winthrop Street.
- **Protects wetlands and water quality.**
- **Protects historic stone walls on Winthrop Street.**
- **Provides Public Access.**

**II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES.**

**A. Prohibited Acts and Uses**

Subject to the easements set forth above and subject to the exceptions set forth herein below, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel other than as required in the Permits and Orders referenced herein and any modifications, amendments and extensions thereto.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

#### **B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

(1) Passive Recreation. hiking, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;

(2) Native Wild Meadow Preservation. Annual mowing of the field which is a part of the Premises to preserve wild meadow habitat, this type of habitat is rare in Massachusetts. This shall be conducted in accordance with an approved mowing schedule of the Grantee. The mowing shall be conducted by the Grantor as conditioned for maintenance under the Planning Board Special Permit titled, "Special Decision Millstone Adult Retirement Community Planned Unit Development", dated June 24, 2014 under Conditions - Section 4 Open Space (f). The mowing regiment shall be prescribed by the Medway Conservation Commission and/or through a Memorandum of Understanding, agreed to by both Grantor and Grantee.

(3) Non-native or nuisance species. With the prior written permission of the Grantee, the removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. With notice to the Grantee, the marking, clearing and maintenance of footpaths and the periodic maintenance thereof. Trails are to be not wider than eight feet;

(8) Signs. With the prior written permission of the Grantee, the erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; and,

(9) Gravel Parking Area. With notice to the Grantee, the construction, use and maintenance of a gravel parking area as provided on the Sketch Plan of the Premises attached hereto as Exhibit B, for public parking for up to five vehicles, in connection with access to the paths and trails located on the Premises.

(10) Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.

(11) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

### **III. LEGAL REMEDIES OF THE GRANTEE**

#### **A. Legal and Injunctive Relief**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

#### **B. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### **C. Disclaimer of Liability**

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

#### IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor additionally grants to the public the right to use the Premises, including the parking area shown on Exhibit B, solely for passive recreation purposes consistent with this Conservation Restriction and subject to any rules and regulations of the Grantee.

#### V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is equal to five percent (5%), which the proportionate value that the consideration for this Conservation Restriction bears to the value of the entire property as unencumbered at the time of this grant. For the purposes of this paragraph, said proportionate value shall remain constant.

#### C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee according to paragraph V.B above. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## **VI. ASSIGNABILITY**

### **A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### **B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **IX. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Norfolk Registry of Deeds.

## **XI. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Norfolk Registry of Deeds.

## **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:



To Grantor:

Millstone Builders, LLC  
1 Golden Court  
Westborough, Massachusetts 01581

To Grantee:

Town of Medway Conservation Commission  
155 Village Street  
Medway, Massachusetts 02053

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

### **XIII. GENERAL PROVISIONS**

#### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

#### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

#### **D. Entire Agreement**

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

### **XIV. MISCELLANEOUS**

A. **Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and

Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor: Millstone Builders, LLC by Steven F. Venincasa, Manager  
Grantee: Town of Medway Conservation Commission Acceptance  
Approval and Acceptance of Medway Board of Selectmen  
Approval of Secretary of Energy and Environmental Affairs

Exhibit A –Legal Description

Exhibit B – Sketch Plan of the Premises

Executed as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Millstone Builders, LLC

By: \_\_\_\_\_  
Steven F. Venincasa, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned notary public, personally appeared Steven F. Venincasa, Manager, proved to me through satisfactory evidence of identification which was Massachusetts driver’s license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE OF CONSERVATION RESTRICTION

We, the undersigned, being a majority of the Town of Medway Conservation Commission, hereby accept this conservation restriction from Millstone Builders, LLC, on behalf of the Town of Medway pursuant to the Commission's vote at a public meeting on - March 26, 2015, 2015.

TOWN OF MEDWAY

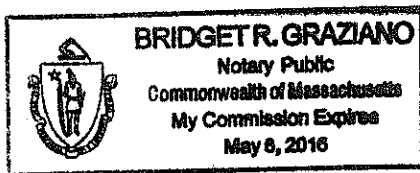
By its Conservation Commission

Scott Salvi  
De Re  
David Travalini  
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On this 26th day of March, 2015 before me, the undersigned notary public, personally appeared David Travalini, Ken McKay, Tony Biocchi, Scott Salviucci, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily as members of the Town of Medway Conservation Commission for its stated purpose.



Bridget R. Graziano  
Notary Public  
My Commission Expires:

APPROVAL AND ACCEPTANCE OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Medway, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2015, the Board voted to accept and approve the foregoing Conservation Restriction to the Medway Conservation Commission pursuant to Section 8C of Chapter 40 and Section 32 of Chapter 184 of the General Laws of Massachusetts.

Board of Selectmen

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

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On this \_\_\_\_\_ day of, 2015 before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily as members of the Town of Medway Board of Selectmen for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Millstone Builders, LLC to the Town of Medway has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Matthew A. Beaton  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this    day of \_\_\_\_\_, 2015 before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily as Secretary of Energy and Environmental Affairs for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## Exhibit A

### Description of Premises

Parcel B on a plan entitled "Plan of Land, Medway, Massachusetts (Norfolk County) Scale 1"=100', March 18, 2015, Owner: Betty Ann McCall Vernaglia, Prepared By: GLM Engineering Consultants, Inc.," which plan is recorded in the Norfolk County Registry of Deeds in Book 632, Page 76-79, constituting approximately 20.40 acres and as shown on the Sketch Plan of the Premises attached hereto as Exhibit B.

For Grantor's title see Norfolk County Registry of Deeds Book 32460, page 303.

Said land is subject to rights, reservations and easements of record, including the rights and easements set forth in: (a) an easement dated April 4, 1941 from Wladyslaw Michalowski and Jozefa Michalowski to Boston Edison Company to Boston Edison Company, recorded in said deeds in Book 2341, Page 558; (b) an order of taking of easements by Boston Edison Company dated August 6, 1941 and recorded in said deeds in Book 2349, Page 102; (c) an order of taking by Algonquin Gas Transmission Company dated November 5, 1951, recorded in said deeds in Book 3043, Page 57; and (d) an order of taking by the Town of Medway for street drainage purposes dated March 23, 1976 and recorded in said deeds in Book 5208, Page 200. Said easements are shown on the plan attached hereto.

Said land is subject to a mortgage given by Millstone Builders, LLC to Southbridge Savings Bank recorded in the Norfolk Registry of Deeds in Book 32460, Page 306. A subordination of said mortgage is attached hereto.

**Subordination of Mortgage**

Southbridge Savings Bank, Present holder(s) of a mortgage on property located at 129 R Lovering Street, Medway, Massachusetts ("Premises") from Millstone Builders, LLC to Southbridge Savings Bank, dated August \_\_, 2015 and recorded with Norfolk Registry of Deeds in Book 32460, Page 306, hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering a portion of the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said Southbridge Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by \_\_\_\_\_ its \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2015.

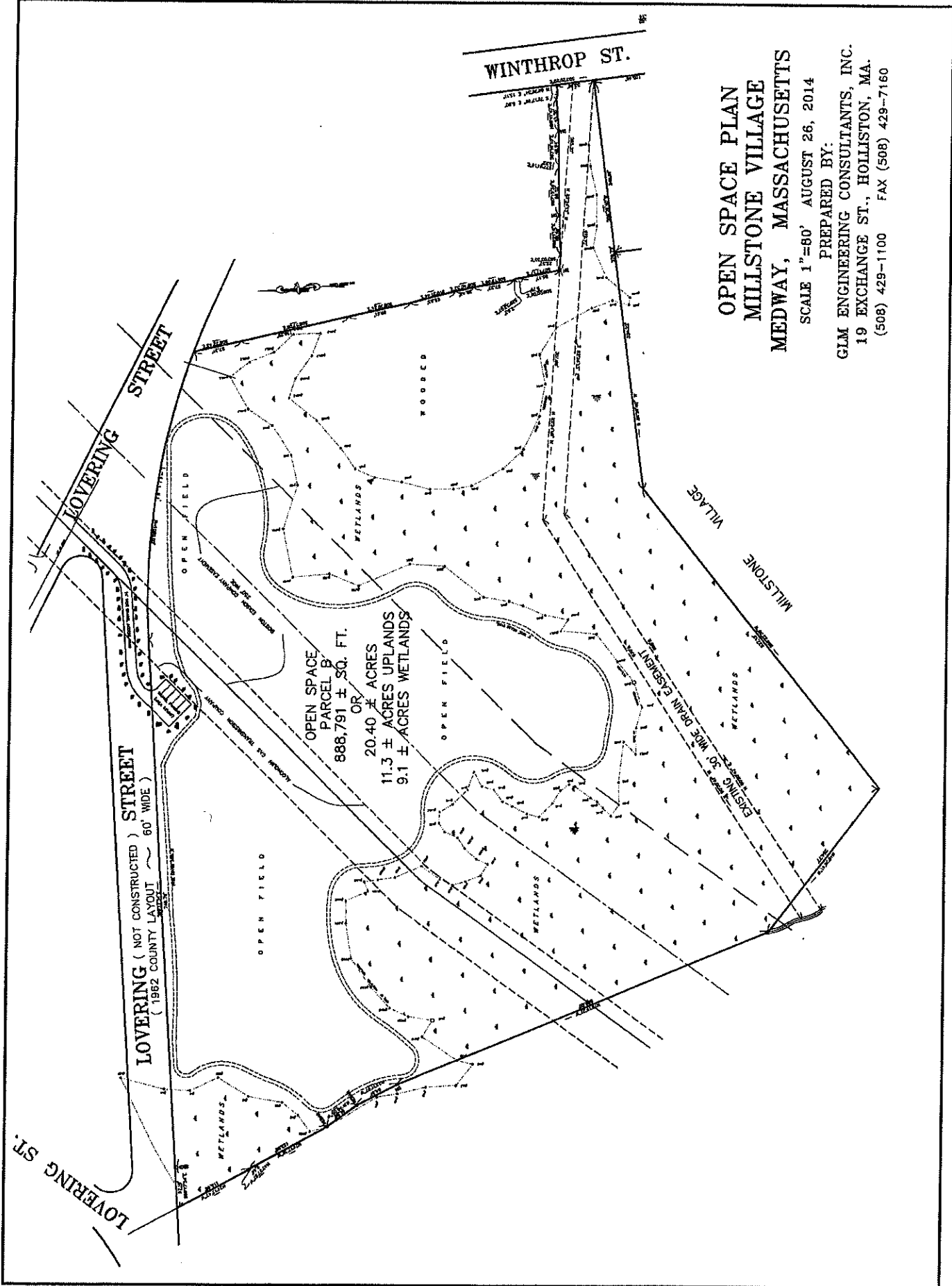
SOUTHBRIDGE SAVINGS BANK

\_\_\_\_\_  
by:

\_\_\_\_\_, 20\_\_\_\_

*[Attach acknowledgement certificate/notarization here]*

# EXHIBIT B - SKETCH PLAN



**OPEN SPACE PLAN  
MILLSTONE VILLAGE  
MEDWAY, MASSACHUSETTS**

SCALE 1"=60' AUGUST 26, 2014

PREPARED BY:

GLM ENGINEERING CONSULTANTS, INC.  
19 EXCHANGE ST., HOLLISTON, MA.  
(508) 429-1100 FAX (508) 429-7160



# AGENDA

## ITEM #7

**Authorization of Chairman to Execute  
Contract with The Cecil Group for  
Design Guideline Development Services  
- \$15,000**

*Associated back up materials attached.*

- Proposed contract

\*Note: contract to be signed by Town Counsel and Town Accountant in advance of meeting (copy attached does not have their signatures)

**Proposed motion:** I move that the Board authorize the Chairman to execute the contract with The Cecil Group in an amount not to exceed \$15,000.

**CONTRACT BETWEEN THE TOWN OF MEDWAY  
and  
THE CECIL GROUP, INC**

This Agreement is made on this \_\_\_ day of April, 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and The Cecil Group, Inc. of 170 Milk Street, Boston, MA (hereinafter, "Contractor") whereby the Town and Contractor contract for *design consulting services* under the terms and conditions set forth herein.

**I. SERVICES**

Contractor shall update the Medway Design Guidelines 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) The Scope of Services (Exhibit A)
- 3) The Contractor's price proposal (Exhibit B)
- 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 \$15,000 for the services delivered pursuant to this contract. 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. Billings shall be monthly and will be based on the percent complete of services provided. 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. The standard of review shall be the the Professional Standard of Care (Section XII).

**III. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be delivered by the Contractor no later than August 30, 2015. This presumes the timely provision of information, scheduling of meetings, and completion of reviews by the Town of draft deliverables prepared by the Contractor.

**IV. TERMINATION**

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 Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed according to the Professional Standard of Care (Section XII) accruing through the date of termination. Such obligation

shall not exceed the available appropriation. The Town is under no obligation to pay for work that is not accomplished according to the Professional Standard of Care, and may retain such amounts. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Contractor shall be entitled to receive payment for any work performed a under this Agreement according to the Professional Standard of Care (Section XII), which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Contractor. Any suspension shall not limit the right of Town to terminate this Agreement.

## **V. INDEMNIFICATION**

The Contractor hereby indemnifies and agrees, to the fullest extent permitted by law, to hold harmless the Town and its employees, officials and agents from and against all damages, liabilities or costs, including reasonable attorney's costs to the extent caused by the Contractor's performance of professional services under this Agreement. The Contractor shall have no obligation to indemnify the Town or be liable in any manner to the extent that it has performed its obligations within the Agreement according to the Professional Standard of Care (Section XII).

## **VI. 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.

## **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: The Cecil Group, Inc.**

Steven G. Cecil  
Project Director  
The Cecil Group, Inc.  
170 Milk Street, Suite 5  
Boston, MA 02109

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

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Contractor 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 Contractor shall be deemed agents of Contractor and that Contractor 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.

## **IX. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

Copies of all documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Contractor in the performance of Contractor's Services.

## **X. LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, Contractor 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. Contractor 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. General Laws chapter 62C, section 49A, the Contractor certifies under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**XI. INTERPRETATION**

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. 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.

**XII. PROFESSIONAL STANDARD OF CARE**

The Contractor will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

Town of Medway by its Board of  
Selectmen

\_\_\_\_\_  
For The Cecil Group, Inc.  
By its duly authorized representative

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

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

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

Approved as to availability of funds:

Approved as to form:

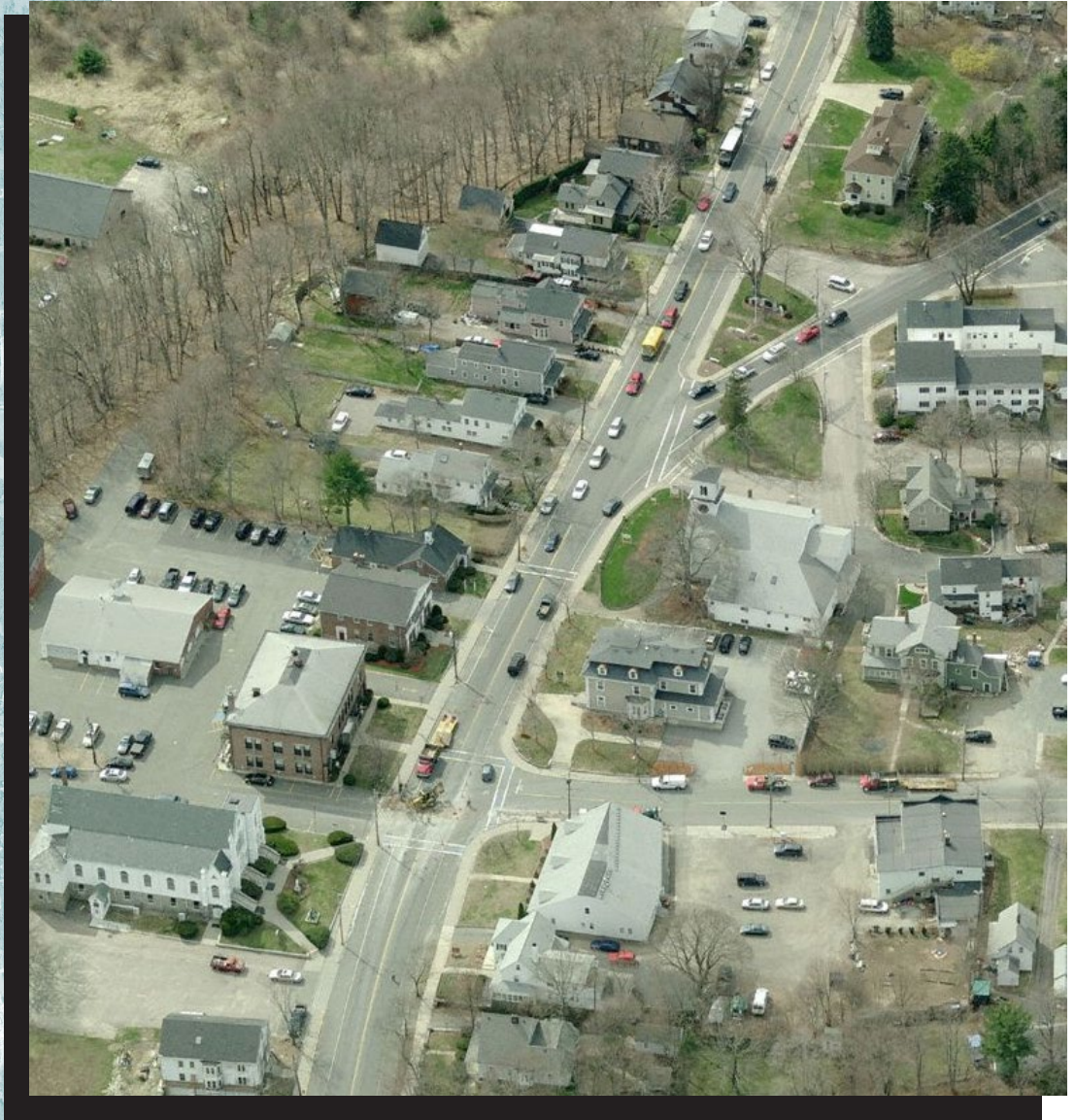
\_\_\_\_\_  
Town Accountant

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

\_\_\_\_\_  
Account Number



# PROPOSAL TO THE TOWN OF MEDWAY



## Design Consultant Services to Update **MEDWAY DESIGN GUIDELINES**

15 JANUARY 2015



January 13, 2015

Town of Medway  
Planning Office  
155 Village Street  
Medway, MA 02053

Re: Request for Proposal: Design Consultant to Update Medway Design Guidelines

Dear Members of the Review Committee:

For nearly a decade, the Town of Medway has used the Design Review Committee and Guidelines as an effective tool for growth management to help the community positively shape its future. Years of practical application of the Design Review Guidelines and the logistics of a volunteer Design Review Committee have likely provided many lessons that can be learned from. The process identified in the RFP is a great opportunity to capitalize on practical experience of the Town and to integrate this knowledge into an updated set of guidelines that will be more useful and more user-friendly for all parties.

Design guidelines have a strong ability to positively influence broad and diverse actors and actions over time to enhance and elevate the quality of places. Developing meaningful design guidelines requires a balance of the specific and general to provide the appropriate balance between instruction and flexibility. This balance, as well as design knowledge across many professional disciplines are two of the unique skills that allow us to consistently write practical, user-friendly and award-winning design guidelines throughout New England.

**The Cecil Group** is well positioned to develop meaningful design guidelines. We are a multi-disciplinary planning and design firm with urban designers, architects, landscape architects and planners on staff. We have the technical expertise to draft guidelines that fit within a broader zoning and regulatory context. We have a broad perspective to understand development and land use patterns, the critical characteristics and triggers that shape the built environment, and the experience required to build community consensus. As evident in our proposal, our team has drafted design guidelines across New England and can bring into focus the elements of the environment that make your community unique.

We look forward to the prospect of assisting Medway advance this important and engaging work to prepare the Town for the next decade of investment and beyond.

Please contact us if you have any questions or need additional information.

Sincerely,



Steven G. Cecil AIA ASLA  
[scecil@cecilgroup.com](mailto:scecil@cecilgroup.com)  
Project Director



Josh Fiala AIA AICP LEED AP  
[jfiala@cecilgroup.com](mailto:jfiala@cecilgroup.com)  
Project Manager

Encl.





# CONTENTS

- A. STATEMENT OF UNDERSTANDING ..... 1
- B. EXPLANATION OF ADDRESSING SPECIFIC TASKS ..... 5
- C. LIST OF MEMBERS OF THE PROJECT TEAM ..... 9
- D. EXAMPLES OF DESIGN GUIDELINES ..... 17
- E. REFERENCES ..... 29
- F. CERTIFICATE OF AUTHORIZATION ..... 33
- G. CERTIFICATES OF NON-COLLUSION AND TAX COMPLIANCE ..... 35



# A. STATEMENT OF UNDERSTANDING

The following statement of understanding describes our understanding of the goals of the project, our approach to the scope of work and our understanding of the expected end product of this process.

## Medway Design Review Guidelines

The Town of Medway is a historically rural residential community that has a traditional New England small town character. The Town established design guidelines in 2007 and has been using them to provide direction to new development with the intention of improving quality of life, enhancing property values and supporting economic development. The guidelines were created in response to a shared desire among Medway residents to retain the feel of a small rural New England town reinforcing the characteristics of distinct neighborhoods, attractive open space and traditional architecture.

### Scope of Guidelines

Depending on the intent of the set of guidelines or standards, the recommendations can be comprehensive or narrowly focused. The current Design Review Guidelines for Medway are relatively comprehensive. They are structured to include commercial, retail, industrial and residential proposals. The guidelines include components of the site, building disposition, architecture, infrastructure and amenities. Guidelines also provide for roadway and street layouts for residential subdivisions. They also include signage guidelines. On review of the intent of the guidelines, one consideration may be to edit the content to highlight the characteristics that are focused on retaining the feel of a small rural New England town. The structure of the current guidelines features a text description of the guideline followed by a written discussion for each of the major guideline components. Some descriptions include many individual guideline statements and/or reference other components beyond the section in which they are written. While the information and guidance contained in the guidelines is prudent, it may be more user friendly with different organization.

### Administration of Guidelines

The logistics of guideline administration can happen in a number of ways. We have broad experience with many types of arrangements between design review boards, volunteer committees, Planning Board, Zoning Board of Appeals, Board of Selectmen and others. In Medway, the administration

of the Design Review Guidelines is performed by the Design Review Committee. The Design Review Committee plays an advisory role to the Planning Board and its review is performed by request of the Planning Board, a project proponent or residents. The Design Review Committee recommends pre-filing meetings for applicants, but they are not required. The Design Review Committee's recommendations are provided to the Planning Board and contribute to the Board's decisions and determinations regarding proposed projects. The administration of the guidelines deserves equal attention when evaluating the efficacy of the current guidelines. The process between applicants, Boards and Committees is a major contributor toward perceived user-friendliness and efficiency.

## Design Guideline and Graphic Experience

We bring extensive design guideline experience and expertise to this assignment. We have broad experience in many types and sizes of communities in New England. We help our clients focus the evolution of their neighborhoods and help to reinforce those aspects that make a community identifiable and unique.

## Design Guidelines and Standards

The crafting of design guidelines requires experience to calibrate the intention of the community with the type of guidance that will be effective and productive. The Cecil Group has worked with many communities to derive meaningful guidelines and standards from a shared community vision. As part of the Salem Downtown Renewal Plan, The Cecil Group updated design standards for Downtown Salem to better align the standards with the desired outcomes of reinforcing a traditional New England town center and focusing on the preservation of historic assets. The Plan was awarded a 2012 Preservation Award from Historic Salem, Inc. As part of our work in Windsor Connecticut, The Cecil Group prepared written and graphic design guidelines to reinforce the character of a traditional town center.

## Form-Based and Hybrid Zoning Codes

In addition to crafting design review guidelines and standards as stand-alone products and as part of larger planning processes, we have extensive experience crafting zoning and using innovative approaches to land use regulations. We have developed a number of form-based codes and hybrid codes which rely heavily on the graphic representation of standards or other regulations. These approaches have been applied to our work in Manchester, Connecticut, Tiverton, Rhode Island and Amherst, Massachusetts among other places.

## Knowledge of New England Architecture

We are a regional planning and design practice that has focused on work in New England and the Northeast. We understand the unique and historic patterns of land settlement and building architecture that make New England unique. We understand that respecting this heritage is a delicate process, but that creative and inventive solutions can respond to traditional New England building forms while maintaining an authenticity to our time. Our knowledge of historic New England patterns of development extend beyond the building architecture, to the disposition of the building on the site, the creation of shared commons, framed open spaces and vistas and the historic patterns of streets, frontages and landscapes.

## Peer Review and Private Development

Another unique aspect of our practice is that we perform design work for both municipalities and private development clients. Therefore we have both created and responded to Design Guidelines. We use the experience of developing a design to meet established standards to inform our work when creating guidance for others with an understanding of what helps the process, enhances communication and avoids confusion. Additionally, we frequently serve as design peer review consultants and have found that work informs the crafting of design standards.

## Graphic Design and Visualization

In addition to our design professionals in architecture, landscape architecture and urban design, we focus on the graphic communication of our work with an in-house graphic designer. All of our work involves communicating ideas through visualization, design and graphics. We will bring this focus to all of our design guideline work, following the adage that a picture is worth a thousand words.

## Helpful and User Friendly Products

Similar to our focus on graphic design and communication, we understand that reports, planning products and particularly design standards and guidelines must be helpful and user friendly. The document should help answer questions and provide a straight-forward “how-to” guide to create a project that applicants, neighbors and the Town will deem successful. The design guidelines speak to several audiences simultaneously and the document must serve the needs of each of these users. Generally, the guidelines are serving the shared vision and intention of the community, but specifically several groups are using the document in differing ways.

## Design Review Committee

For the Design Review Committee, the guidelines must provide a transparent and defensible means to provide opinions relative to the review of projects. The guidelines must provide general guidance to apply to a broad application of project types, but also add specificity to those issues that are definitive and clear. The guidelines should be doing some of the difficult work for the Design Review Committee and provide a solid foundation from which to interpret in special circumstances.

## Business and Development Community

For the business and development community, the guidelines must also provide a transparent and clear expectation of how project review will proceed. The development community needs a transparent process in which they can anticipate the timeframes and requirements that will be a part of their project's approval. The guidelines are successful if they are providing a clear expectation of what needs to be delivered and predictability and fairness if the expectations are complied with. The guideline document can also provide direction as to the steps in the process, the requirements of an application, or the appropriate contacts available in the Town.

## Responsive and Engaged Processes

### Work with Municipal Committees/Boards

Our team is experienced in leading interactive and engaged processes with multiple stakeholders and contributors. All of the planning work that we do involves working with Town leadership, residents and businesses and is often directed by volunteer steering committees. We anticipate a high level of communication and engagement as part of the design guideline update process. Working closely with the Design Review Committee and the Planning and Economic Development Board will increase the likelihood that the updated guidelines will resolve any current issues and be a productive tool for the Town looking forward.

### Efficient Management and Delivery

Project completion by the anticipated June 30, 2015 deadline is not an issue and depending on project start-up and initiation the completion date could be much sooner. We can build more time into the end of the schedule to provide a cushion at the end of the process for additional review as needed.

## B. EXPLANATION OF ADDRESSING SPECIFIC TASKS

The following Scope of Work provides a more detailed explanation of how The Cecil Group will address the tasks specified in the Request for Proposals. This Scope of Work will be provided as an exhibit to the contract should our team be selected to perform the work.

### Scope of Work

#### Task 1: Project Initiation

In order to successfully execute an efficient and streamlined process, The Cecil Group will meet with project leadership from the Town to discuss the project goals, current issues with the guidelines, and the project work plan, meeting schedule and proposed deliverables. The Cecil Group will perform a review of the regulatory context and the current Design Review Guidelines to approach this work with an informed understanding of the context. This initial task will get the project started in a well-informed and coordinated manner.

##### Task 1.A Kick-off Meeting and Work Plan

The process will begin with a meeting between The Cecil Group and Town Staff, Planning and Economic Development leadership and members of the Design Review Committee to discuss the goals for the project and any current issues with the guidelines that may have been evident in the 7-years of use. The meeting will be an opportunity to discuss the project work plan, meeting schedule and proposed deliverables and milestones. The meeting will be used to confirm the availability of reference documents, data or other information that should be a part of our review of the regulatory context.

##### Task 1.B Review Regulatory Context and Current Documents

We will review the existing regulatory context of the Design Review Guidelines including current Town Planning and Zoning documents. This review will include the 2009 Master Plan, Zoning Bylaw, Site Plan Rules and Regulations and Design Review Guidelines documents. If available, we would like to review Design Review Committee Meeting Minutes from recent development proposals that were subject to the Design Review Guidelines. We will prepare a brief memorandum to record observations, questions or other notes as to how these documents pertain to the Design Guidelines.

TASK 1 DELIVERABLES: Project Work Plan/Meeting Schedule

TASK 1 MEETING(S): (1) Kick-off Meeting

## Task 2: Guideline Review and Recommendations

Much of the substance of this process is focused in Task 2, outlining revisions, clarifications and suggestions for an improved set of Design Review Guidelines. The task will include an interactive and iterative process to refine potential revisions and to provide a draft of revised guidelines that is focused on the appropriate issues with clearly articulated solutions.

### Task 2.A Red-lined Guideline Version

Based on the initial discussions and review completed in Task 1, The Cecil Group will review the current Design Review Guidelines in detail to identify areas that need further clarification, discussion or refinement. This review be composed of (3) main components that will address several distinct levels within the hierarchy of the structure of the Design Guidelines – the overall outline, individual design guidelines and storyboard.

The overall outline of the Design Guidelines will be distilled from the table of contents and document to consider sections of content that may be missing from the current set of guidelines. The individual design guidelines will be isolated by section and reviewed in a format that provides the current text alongside mark-ups, questions, highlights or suggestions. The overall outline and the individual design guideline comments will be combined into an overall storyboard for a revised set of guidelines that includes sketch diagrams that may help to illustrate certain portions of the document.

### Task 2.B Review and Discussion Meetings

We will prepare the Red-lined Guideline Version as a memorandum or presentation that is easily shared and discussed among a group. This document will be the focus of a joint coordination meeting of the chairs of the Planning and Economic Development Board and the Design Review Committee. This review and discussion will determine the direction and scope of revisions to the Design Guidelines. It will also establish the agendas for (3) additional working sessions with the Design Review Committee to develop new language and outline proposed images and illustrations for the draft design guidelines. These sessions will be broken into discussions that cover thematically similar topics to increase productive use of the meeting time.

### Task 2.C Draft Guidelines Document

Based on the in-depth discussion and exploration with the Planning and Economic Development Board and Design Review Committee, we will prepare a draft document for updated Design Review Guidelines and provide

an electronic copy in PDF and Microsoft Word formats for distribution for review and discussion. The draft document will include draft documentation of all language revisions, new language, new graphics and illustrations as discussed with the design review working committee.

**TASK 2 DELIVERABLES:** Memorandum or Presentation of Red-lined Guidelines (overall outline, individual design guidelines, and storyboard), Draft Design Review Guidelines

**TASK 2 MEETING(S):** (1) Draft Review and Coordination Meetings, (3) Design Review Committee Work Sessions

### **Task 3: Final Documentation**

The last task is devoted to a final clean-up of the updated design guidelines to provide a final feedback loop for capturing comments and making revisions prior to the submission of the final updated Design Review Guidelines.

#### **Task 3.A Coordination and Discussion Meetings**

Similar to the review of the Red-lined Guideline Version, we will attend a joint coordination meeting of the chairs of the Planning and Economic Development Board and the Design Review Committee to focus on review of the Draft Design Review Guideline Document. The comments received in this meeting will be combined in a memorandum with any other comments received to track issues and responses. The issue and response memorandum will be updated periodically and will accompany the Final Design Review Guidelines as a record of revisions and refinements.

#### **Task 3.B Revised Draft Guidelines Document**

Based on the first round of meetings and comments, a Revised Draft of the Design Review Guidelines will be prepared. This draft will be accompanied by the issue and response memorandum that tracks the feedback received. An issue may be explained in the memorandum, but not require revision to the draft design guideline document. The Cecil Group will prepare a draft document for updated Design Review Guidelines and provide an electronic copy in PDF and Microsoft Word formats for distribution for review and discussion.

#### **Task 3.C Coordination Review Meeting**

The Cecil Group will attend a final joint coordination meeting of the chairs of the Planning and Economic Development Board and the Design Review Committee to focus on review of the Revised Draft Design Review Guideline Document. The comments received in this meeting will be added to the issue and response memorandum with any other comments received.



### Task 3.D Final Guidelines Document

Based on the in-depth discussion and exploration with the Planning and Economic Development Board and Design Review Committee, The Cecil Group will finalize the Design Review Guidelines and provide an electronic copy in PDF and Microsoft Word formats for use by the Town of Medway.

**TASK 3 DELIVERABLES:** Revised Draft Design Review Guidelines, Final Draft Design Review Guidelines, Memorandum Tracking Issues and Responses

**TASK 3 MEETING(S):** (2) Draft Review and Coordination Meetings

# C. LIST OF MEMBERS OF THE PROJECT TEAM

**The Cecil Group** is a planning and design firm located in downtown Boston. The firm provides urban design, planning, architecture, and landscape architecture services. The Cecil Group works in historic New England communities providing a range of services from planning oriented work to peer review, to full designs of buildings, parks, open spaces, and streetscapes. The firm has authored dozens of design guidelines, both as stand-alone documents and as parts of more robust planning and zoning studies. Our expertise is often sought after for seminars and the creation of “how-to” handbooks.

## Project Team

**Steven Cecil** is an architect, landscape architect, and urban designer. He has written dozens of design guidelines and worked in hundreds of towns and cities. Steve will lead the project team and serve as the project director.

**Joshua Fiala** is an architect and urban designer. He manages the firm’s design oriented projects and has authored several design guidelines as components of many of his projects. Josh will serve as project manager.

**Emily Innes** is an urban planner and has worked in a number of historic districts in New England. She worked on the Salem Downtown Renewal Plan and in Westport, Connecticut. Both projects had design guidelines as part of their deliverables.

Resumes for the project team follow.

## Steven G. Cecil AIA ASLA

Principal

### Education

Master of Architecture and Urban Design,  
University of Washington

Bachelor of Arts in Economics and Philosophy,  
Trinity College, Connecticut

### Professional Affiliations

American Institute of Architects

Boston Society of Architects,  
former Treasurer and Commissioner  
of Urban Design

Boston Society of Landscape  
Architects

National Trust for Historic  
Preservation

### Professional Registrations

Massachusetts  
Registration No. 8772

Massachusetts Landscape  
Registration No. 1213

Connecticut  
Registration No. 08177

Rhode Island  
Registration No. 2191

Rhode Island Landscape  
Registration No. 457

National Certification: National  
Council of Architectural Registration  
Boards

As the founding principal of The Cecil Group, Inc., Mr. Cecil brings over twenty-five years of professional experience to the firm, including urban design, planning, landscape architecture, and architecture projects throughout the United States and abroad. His practice brings creative solutions to planning and design challenges that are attentive to their cultural, environmental and community context. Mr. Cecil brings his commitment to and special skills in community participation as a dimension of many successful planning and design projects. Prior to forming The Cecil Group, he was a founding principal of Cecil & Rizvi, Inc. and served as Director of Urban Design and Landscape Architecture at both CBT Architects and SOM/Boston. Mr. Cecil's academic contributions have included teaching assignments in both the urban design and urban planning programs at Harvard's Graduate School of Design. Mr. Cecil served as the Principal-in-Charge or Project Director for the following selected projects relevant to this assignment:

### Relevant Experience

- **Great Barrington Design Guidelines, Great Barrington, Massachusetts** – Design guidelines for the commercial areas of this scenic and historic community. These design guidelines were specifically organized to serve as an important source of information as well as the basis for review of projects. A key community goal incorporated into the design guidelines was to ensure the continuity in character between the town's historic elements and contemporary development.
- **Beverly Farms Business District Facade and Streetscape Improvement Plan, Beverly, Massachusetts** – Plan for the revitalization of a picturesque commercial district on behalf of a non-profit civic association.
- **Quincy Design Guidelines and Facade Improvement Designs, Quincy, Massachusetts** – Services included facade improvement designs for buildings targeted for reinvestment grants. This project also included preparation of commercial area design guidelines for both the historic Quincy Center and the Wollaston business districts on behalf of Quincy 2000, a non-profit corporation responsible for guiding the City's commercial area revitalization program.
- **Natick Commercial Facade Improvement Program, Massachusetts** – The Cecil Group served as the supporting architect for the facade improvement program that was a central part of the revitalization of Natick Center. This program, administered by a non-profit corporation, provided funding and design assistance to numerous participating merchants and property owners. The Cecil Group provided complete architectural services through construction for a range of businesses, including major renovations to historic buildings with construction budgets up to \$250,000.
- **Design for Downtowns: Statewide Consulting Services for Towns and Cities** – Mr. Cecil has served the Department of Housing and Community Development for several years in providing seminars and direct services to communities concerned with townscape design as a community revitalization strategy. He has worked with over 40 communities through this program.

- **Franklin Downtown Improvement Study, Franklin, Massachusetts** – As part of a DHCD design grant program to assist cities and towns throughout Massachusetts, The Cecil Group prepared a strategy for the Town of Franklin to improve the design, image, and pedestrian networks of its traditional center. Recommendations included facade design and signage guidelines, strategies for streetscape improvements, and parking reorganization.
- **Huntington Avenue Urban Design Guidelines, Boston, Massachusetts** – Mr. Cecil was the Project Director for this exciting effort to provide strategies that reinforce Huntington Avenue's distinct identity as the Avenue of the Arts. As part of this streetscape improvement project, the team provided urban design and fabrication services to create prototypical markers along the Avenue that reflect the myriad activities in the district and create a strong, visually stimulating presence along the Avenue.
- **Ipswich Streetscape Design and Facade Improvement Program, Ipswich, Massachusetts** – Master plan and final design of the streetscape for the center of this historic North Shore community. The project included facade improvement guidelines followed by concept designs and cost estimates for selected buildings in the historic downtown.
- **Lebanon Village District Zoning and Design Guidelines, Lebanon, Connecticut** - Prepared special zoning and design standards to protect the historic character of the village center by improving land use management and design controls while promoting appropriate retail and restaurant establishments needed to enhance the Town Center.
- **Marlborough Design Guidelines, Marlborough, Massachusetts** – Design guidelines for this historic downtown. The guidelines will reinforce the architectural and streetscape character of the central area.
- **Maynard Facade and Building Improvement Assessment, Maynard, Massachusetts** – Detailed architectural investigations, building surveys, and assessments of the potential for redevelopment of over 50 commercial buildings in the historic center of this community. Produced recommendations for their upgrade, along with an infrastructure study, to help position Maynard Center as a viable commercial center.
- **Norwalk Choice Grant, Norwalk, Connecticut** – Assisted a consulting group in the preparation of a grant application to the Department of Housing and Urban Development (HUD) by planning, illustrating and conveying a strategic approach for neighborhood improvement in Washington Village that evolves out of a facilitation and research process involving the Norwalk Housing Authority and the Transformation Steering Committee.
- **Plymouth Downtown Urban Design and Facade Improvement Study, Plymouth, Massachusetts** – Mr. Cecil directed the creation of a plan which has led to significant and ongoing revitalization efforts in the downtown. The Massachusetts Main Street Program helped direct successful renovation efforts and recreate a downtown identity.

- **Salem Downtown Renewal Plan, Salem, Massachusetts** – The Cecil Group assisted the Salem Redevelopment Authority with the update and consolidation of two of the Town’s urban renewal plans. The major plan update redefined the plan boundaries and updated the design standards to be more reflective of desired outcomes. The plan allows the Salem Redevelopment Authority to continue their activities in revitalizing the downtown by eliminating and preventing the recurrence of blighting factors, preserving and enhancing the historic architecture and resources that contribute to the downtown, and undertaking activities that encourage public or private redevelopment of vacant or underutilized parcels and buildings. The Salem Downtown Renewal Plan was awarded a 2012 Preservation Award from Historic Salem, Inc.
- **South Kingstown Downtown Rezoning and Design Guidelines, South Kingstown, Rhode Island** – Design guidelines and planning strategies as part of South Kingstown’s downtown rezoning efforts. The guidelines focus on the three commercial village centers of the town and finds ways to maintain the quality and diversity of the architectural elements through future rehabilitation and construction.
- **Wayland Design Guidelines and Peer Review, Wayland, Massachusetts** – Raytheon’s departure from Wayland left a large facility on the banks of the Sudbury River. When a developer came forward with a mixed-use plan for a new town center, the Town called on The Cecil Group to assist the Planning Board with the project review process. Design Guidelines were created to clarify the intent of the zoning bylaw and guide the project designers, and subsequent peer review of the initial Concept Plan and later Master Plan Special Permit.

## Joshua Fiala AIA AICP LEED AP

Architect and Urban Designer

### Education

Master in City Planning  
Massachusetts Institute of  
Technology

Bachelor of Architecture, Ball State  
University

### Professional Affiliations

American Institute of Architects

American Planning Association

Boston Society of Architects

The Architectural League

National Trust for Historic  
Preservation

### Professional Registration

Massachusetts, Registered Architect  
No. 20452

NCARB Certificate Holder  
No. 63796

American Institute of Certified  
Planners, 2012, Reg. No. 025485

LEED Accredited Professional

Mr. Fiala is an architect and urban designer who brings over ten years of design experience to The Cecil Group. He received his urban design and planning education at the Massachusetts Institute of Technology and architectural education at Ball State University. While at MIT, he was a Norman B. Leventhal Fellow, interned at the Boston Redevelopment Authority and completed urban studies in Italy, Taiwan, China and India. At The Cecil Group, Mr. Fiala leads the development of visualizations and associated urban design scenarios to support the goals and strategies of many of the firm's urban design projects. His work includes the award winning urban design and master plan for downtown Framingham and the award winning redevelopment strategy of an abandoned mill complex in Lee, Massachusetts. In addition to this work Mr. Fiala has focused on urban design and zoning regulations accompanying transit-oriented development for many towns and cities throughout New England. Mr. Fiala's relevant experience with The Cecil Group includes the following projects:

### Relevant Experience

- **Albany Transit Oriented Development Overlay and Zoning Ordinance, Albany, New York** – Mr. Fiala served as the project manager for the development of a TOD overlay and zoning ordinance to help the City leverage its investment in its regional Bus Rapid Transit system with an overall goal of making the City a more attractive place to live, work, and visit. As part of the project he developed a set of design standards to define standards for building location and orientation, massing/form, occupation of street frontage, building entry orientation, configuration of mixed uses, open space provisions, anchoring intersections, street hierarchy, enhanced pedestrian and bike integration, and transit station integration.
- **Amherst Village Center Design Plan and Form Based Code Zoning Amendments, Amherst, Massachusetts** – Mr. Fiala assisted in the development of a village center use and design plan for North Amherst and Atkins Corner village centers, prepared amendments to the Amherst Zoning Bylaw and Official Zoning Map employing both standard zoning and form-based code for appropriate areas, and assisted in developing and conducting a public participation process for both.
- **Tiverton Form-based Code and Design Guidelines, Tiverton, Rhode Island** – The Cecil Group developed a form-based code and design guidelines to be used as a tool to create rich and vibrant commercial nodes and corridors to link the Town's neighborhoods, rebuild the public realm and create a more predictable process and outcomes for both the Town and future developers. The guidelines capture those characteristics of traditional commercial and mixed use architecture that exemplify the best of Tiverton's, and New England's, historic character as a way to begin to re-introduce some of Tiverton's inherent history and charm into these commercial areas.
- **Andover 40R Design Guidelines, Andover, Massachusetts** – Mr. Fiala developed the massing studies and visualizations for this proposed transit-oriented development in Andover.

- **Action Plan for the Historic Unilever Property and Surrounding Area, Clinton, Connecticut** – The Town of Clinton undertook a planning study, funded through a Vibrant Communities Initiative Grant from the Connecticut Trust for Historic Preservation, focused on the Unilever property and the surrounding area. For many years the Unilever property was a busy employment center that brought economic activity to the heart of Clinton, today the property is vacant. Mr. Fiala served as project manager of this study and led an effort by the Town to consider the future potential of this key property and surrounding district as a key opportunity in the revitalization of the Town Center. The study focused on the creation of transit-oriented, preservation and revitalization strategies that identify concrete actions the Town can take to prepare, zoning, village district and outreach to invite positive reinvestment.
- **Fall River Battleship Cove Station Area Visualization, Fall River, Massachusetts** – Developed urban design scenarios and associated zoning bylaw information for the cove station area in Fall River to support the extension of the South Coast Rail.
- **South Norwalk Transit Oriented Development Zoning Area Design Guidelines, Norwalk, Connecticut** – As part of a larger planning study, The Cecil Group developed design guidelines to illustrate improvements and development associated with economic revitalization and redevelopment within the South Norwalk Transit-Oriented Development (TOD) Zoning Area. The TOD Zoning Area represents a portion of South Norwalk that is within easy walking distance of the South Norwalk Rail Station
- **Norwalk Washington Village, Norwalk, Connecticut** - Assisted EJP Consulting Group in preparation of a grant application to the Department of Housing and Urban Development (HUD) by planning, illustrating and conveying a strategic approach for neighborhood improvement in Washington Village that evolves out of a facilitation and research process involving the Norwalk Housing Authority and the Transformation Steering Committee.
- **Seymour / Beacon Falls TOD Visualization, Seymour / Beacon Falls, Connecticut** – Developed site plans and graphics to visualize a proposed TOD on a 230 acre parcel of land situated along the Naugatuck River. Concept plan includes the relocation of the area’s train station and includes multi-modal transportation linkages for bus, taxi and passenger access.
- **South Coast Rail TOD Visualization Study, Stoughton and Easton, Massachusetts** – Developing a series of drawings to illustrate to residents the impact that the proposed south coast rail will have on both the towns of Stoughton and Easton.
- **Boston Fairmount Indigo Corridor Plan, Boston, Massachusetts** – Mr. Fiala is serving as project manager and leading a team of subconsultants who are working with Boston Redevelopment Authority to create Station Area plans for the neighborhood areas within a one half mile radius of rail stations at Upham’s Corner, Blue Hill Avenue/Cummins Highway and Four Corners/Geneva Ave. The Station Area plans examine strategies for improving economic development, housing, placemaking, public realm and open space characteristics of the surrounding neighborhoods to better connect to and leverage recent transit investments.

## Emily Innes LEED Green Associate

Urban Planner

### Education

Candidate, Certificate in Design Computing, Boston Architectural College

Certificate in Advanced Rendering, Boston Architectural College

Graduate Work in Architectural Studies, Boston Architectural College

Certificate in Decorative Arts, Boston Architectural College

Bachelor of Arts, Linguistics, University of North Carolina at Chapel Hill

### Professional and Civic Affiliations

Planning Board, Town of Milton

Master Plan Committee, Town of Milton (Chairman)

American Planning Association

Associate, Private Member, Urban Land Institute

### Professional Registration

LEED Green Associate, United States Green Building Council, GBCI Number 10746044

### Presentations

MAPD 2014 – *Communities and Consultants: Best Practices for Best Results* with Ken Buckland and Angus Jennings

ABX 2013 – *Preparing for the Rising Tide*, in partnership with the Boston Harbor Association and the Museum of Science

SNEAPA 2013 – *Redevelopment Agency: A Model for Revitalizing Downtowns*, in partnership with the Town of West Warwick

Emily has a strong background in urban planning, financial analysis, project management, and municipal affairs. As an urban planner with The Cecil Group, Emily's focus has been on the use of urban renewal legislation to create tools for the redevelopment of New England downtowns.

Her professional background includes over fifteen years in finance and investments. She has served as chairman of her town's finance committee and Planning Board and is the current chair of the Master Plan Committee. Her understanding of municipal process and finance is invaluable. Emily is interested in how the intersection of community interaction, urban design, market realities, and zoning requirements can create strong communities. Ms. Innes's relevant experience with The Cecil Group includes the following projects:

### Relevant Experience

- **Salem Downtown Renewal Plan, Salem, Massachusetts** – The Cecil Group assisted the Salem Redevelopment Authority with the update and consolidation of two of the Town's urban renewal plans. The major plan update consolidated both plans into one, redefined the plan boundaries, and updated the design standards to be more reflective of desired outcomes. As part of the plan, The Cecil Group developed design guidelines with the goal of preserving and enhancing the historic architecture and resources that contribute to the downtown, and undertaking activities that encourage public or private redevelopment of vacant or underutilized parcels and buildings. The Salem Downtown Renewal Plan was awarded a 2012 Preservation Award from Historic Salem, Inc.
- **Westport Village District Study, Westport, Connecticut** – The Cecil Group is leading a team to evaluate creating a Village District and/or a National Register Historic District for a subsection of the Westport downtown.
- **Norwalk Parcel 2A Peer Review, Norwalk, Connecticut** – The Cecil Group provided peer review services for the mixed use redevelopment of several major downtown projects. The services included working with the proponents to better meet the City's design guidelines for over 2 million square feet of new development.
- **Norwood Signage, Department of Housing and Community Development, Norwood, Massachusetts** – The Cecil Group participates in various on-call services for the Department of Housing and Community Development. This project was a review and update of the regulations and guidelines for signage in downtown Norwood. Ms. Innes researched existing regulations and guidelines in Norwood and similar communities and drafted the recommendations for changes to the current regulations and guidelines.
- **Claremont Design Charrette and Zoning, Claremont, New Hampshire** – The Cecil Group conducted a design and zoning charrette, which defined opportunities and problems in the area and investigated zoning tools that might solve the problems.



## D. EXAMPLES OF DESIGN GUIDELINES

Please see the following pages for examples of design guidelines prepared by The Cecil Group.

# Andover Smart Growth Design Guidelines

## Andover, Massachusetts

**Project Type:**  
Smart Growth, Transit Oriented Development, 40R

**Client:**  
Town of Andover

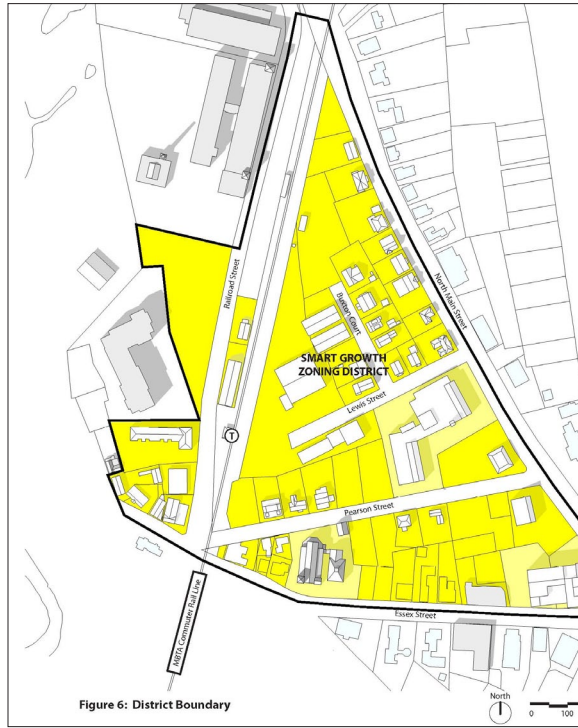
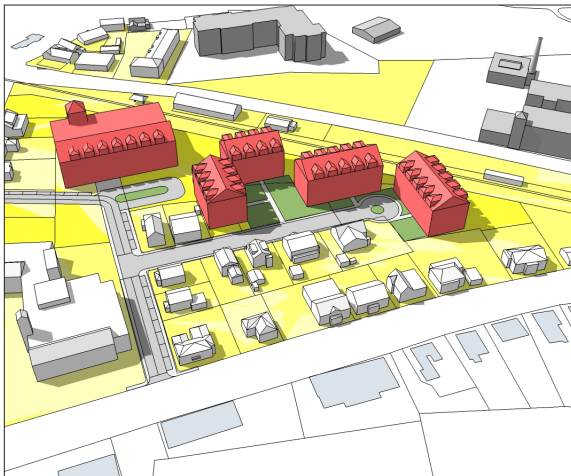


Figure 6: District Boundary

The Cecil Group prepared the planning and subsequent smart growth zoning district for the Andover commuter rail station area. Located between the station and the Downtown, the twenty acres of land slated for rezoning represented a combination of town-owned land, institutions, residential, and retail uses. Adjacent to this land sits the rail corridor, part of the MBTA's double tracking project. The rezoning allows for compact, dense, mixed use development appropriate for expansion of the downtown district and rail access. The Cecil Group created Design Guidelines to set the standard for the quality of the architecture and site improvements, ensuring that the district will grow while maintaining a traditional, formal design appropriate for a historic mill town.



Project Type:  
Facade and Signage Program

Client:  
Town of Bourne

# Buzzards Bay Facade and Sign Improvement Program

Bourne, Massachusetts

The Town of Bourne received a grant from the Massachusetts Downtown Initiative, a program of the Commonwealth's Department of Housing and Community Development, to initiate a façade improvement program for Downtown Buzzards Bay. The Cecil Group provided professional advisory services to the Town in preparing the initial components of a new façade and sign improvement program including assistance and outreach with stakeholders, illustrative design enhancements of selected properties, and a public workshop describing methods and principles for façade renovation.



Add new exterior lighting for sign and building facade

Add new Professional Center sign to add presence on Main Street (blue option)

Trim back trees and hedges to highlight the building and make it less hidden

# Dover Waterfront Design Guidelines

Dover, New Hampshire

Project Type:  
Design Guidelines

Client:  
Dover Housing Authority

The Cecil Group was hired by the Dover Housing Authority to develop design standards for a city-owned parcel in the waterfront district along the Cochecho River in Dover, New Hampshire. The parcel encompasses private sector redevelopment, public rights-of-way and public open spaces. Utilizing public involvement and stakeholder interviews the resulting Design Guidelines established standards for the visual qualities of the design and subsequent development of the Dover Waterfront including architecture, landscape, streetscape, infrastructure, open space, signage, and lighting.





**Project Type:**  
Design Guidelines

**Client:**  
Ipswich Partnership in coordination  
with the Town of Ipswich

As part of a downtown revitalization effort, The Cecil Group prepared design guidelines to assist the merchants, property owners, and citizens of Ipswich to enhance and protect the unique character and attractiveness of the commercial area of the town. The guidelines reinforce the traditional character, scale, and materials of the historic area.



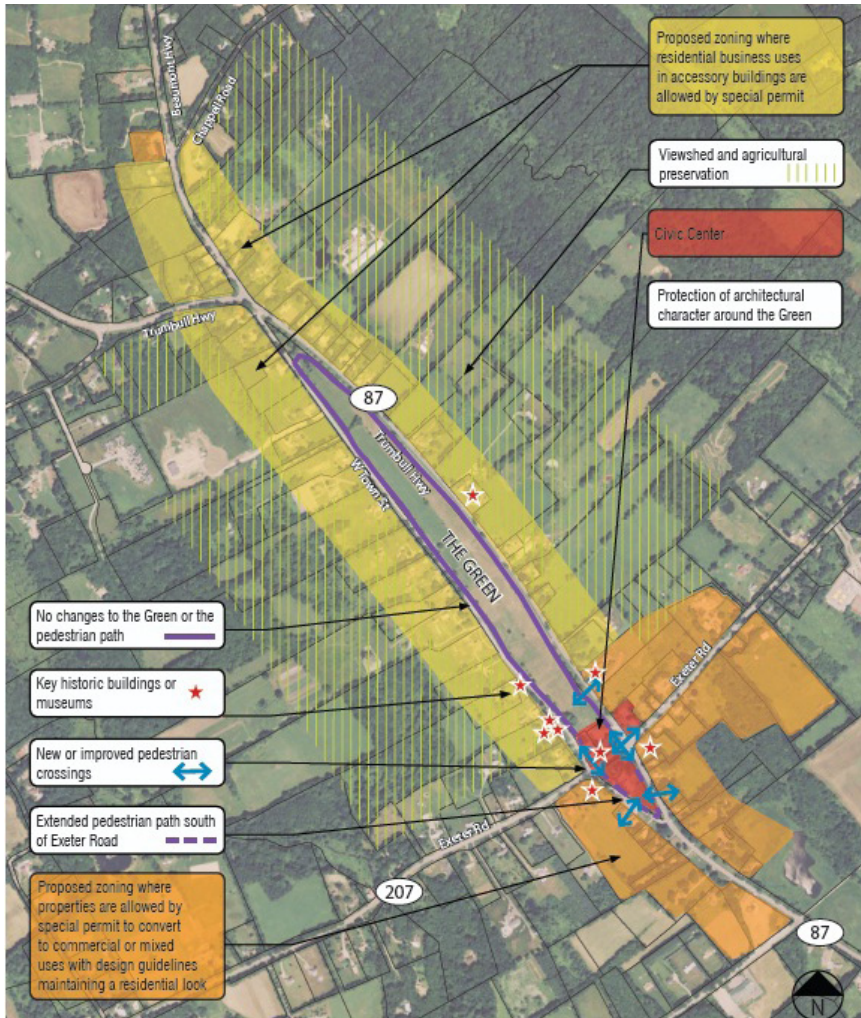
# Lebanon Village District Zoning and Design Guidelines

## Lebanon, Connecticut

**Project Type:**  
Village District Planning and Zoning

**Client:**  
Town of Lebanon/Connecticut Trust for Historic Preservation

The village center of Lebanon is a remarkably intact, historic village center clustered around the only remaining town green in the United States that remains in its original use. Perched on a hill top, the Town's center includes a number of historic buildings dating back to the colonial era, and an exceptional collection of civic buildings and uses, including four museums. Several active farms persist along the perimeter of the Green, and the abutters retain rights and maintain and use segments of the open space for haying. The Town sought improved land use management and design controls, while promoting appropriate retail and restaurant establishments needed to enhance the Town Center. The Cecil Group used its expertise in Village District zoning that is unique to the State of Connecticut, and prepared special zoning and design standards that have been adopted by the Town to protect and enhance this extraordinary place.





# Marlborough Downtown Design Guidelines

Marlborough, Massachusetts

**Project Type:**  
Design Guidelines for Downtown Revitalization

**Client:**  
Center City Association

The Cecil Group prepared the design guidelines for the historic town of Marlborough. The guidelines reinforced the architectural and streetscape character of the downtown for both existing and new construction. The guidelines are linked to an ongoing downtown revitalization process, and have been prepared to be informative and helpful to property owners and merchants. Final improvements are now being implemented.

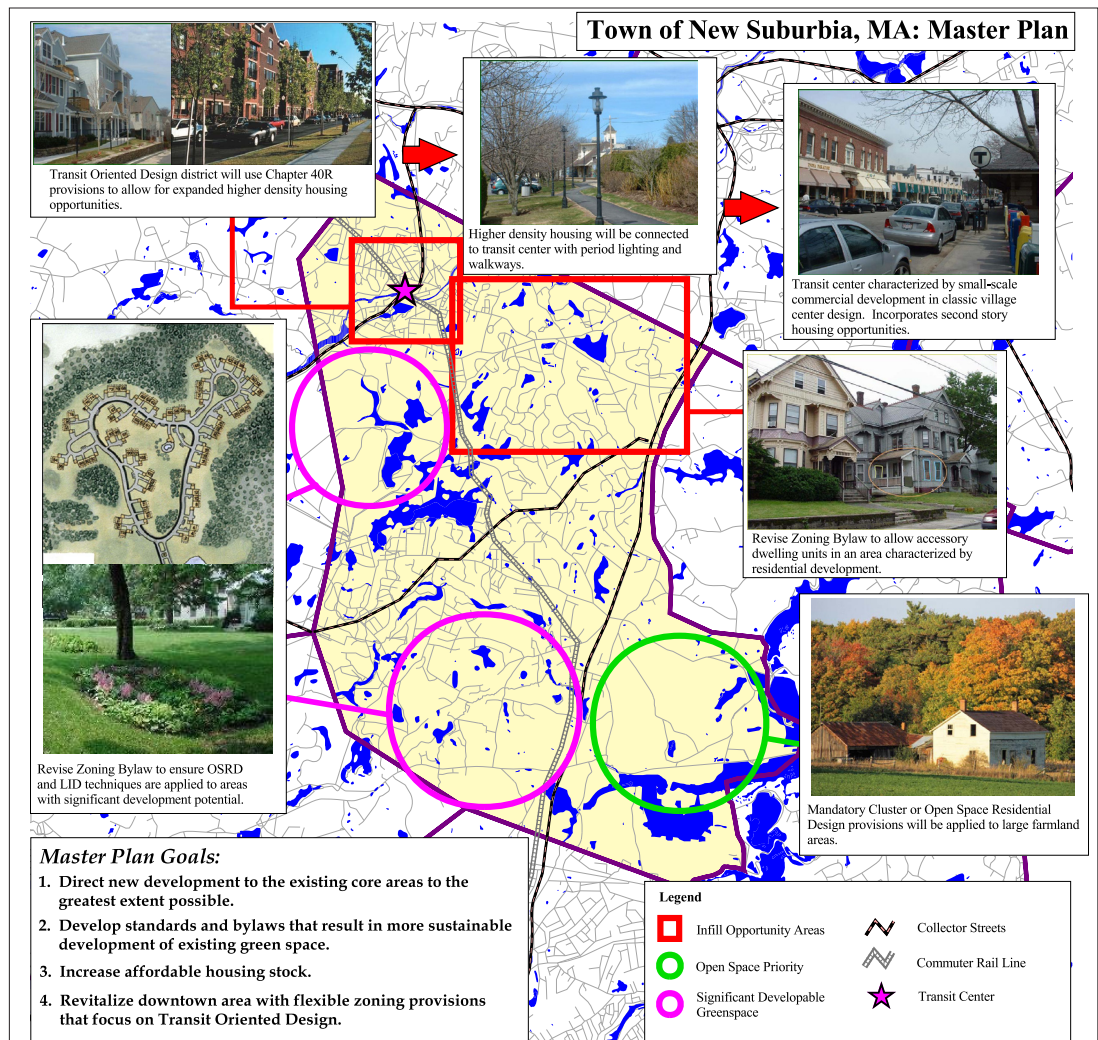




**Project Type:**  
Planning

**Client:**  
Massachusetts Executive Office of Environmental Affairs

To encourage communities to implement smart growth initiatives, the Executive Office of Environmental Affairs set out to prepare a full-service website that would offer model bylaws, along with explanatory papers and educational slide shows directed towards different audiences; the general public, public officials and developers. As part of the consultant team to the EOE, the Cecil Group prepared the Traditional Neighborhood Design, Inclusionary Housing, and Accessory Dwelling Units, and helped with the project development discussions and overall packaging of the final product. The results are now available through the state web site and have been distributed on a single CD to all of the Commonwealth's communities.





Project Type:  
Planning, Zoning, Design Guidelines

Client:  
Town of Tiverton

Tiverton is a coastal community with a rural New England heritage and character. Its General Commercial (GC) zoning encompasses miles of local roads, but does not reinforce local values. To rectify this, the Town decided to implement a Form-Based Code, and chose The Cecil Group to lead a team to advance the plan and regulations.

Beginning with workshops on zoning and community character, the Cecil Group team found that three 'character subdistricts' emerged. The team prepared a new zoning map and regulations to replace the GC district with three new districts: Traditional Main Street, Neighborhood Business, and Pedestrian-Friendly Commercial. The first two districts reinforce the character of the built areas, while the last supports new commercial development in keeping with community character. The team also prepared design standards and guidelines defining the scale and character of buildings, site improvements, and infrastructure. The roadway infrastructure design standards have been found to have broader value, and are being considered for Town-wide application.

**TIVERTON COMMERCIAL FORM-BASED CODE DESIGN GUIDELINES**

**Building Location & Parking**  
Pedestrian Friendly Destination

Special attention is paid to pedestrian access and to creating a street and spaces comfortable for walking.

The Pedestrian Friendly district is a human-scale corridor despite larger retail footprints created through amenable places and pedestrian permeability. The larger footprints are visually broken at small intervals by micro attractions.

**DO**

The district should be easily accessible by car, but even easier to walk around. The facade sits on or close to the site limits, with cutouts for amenities such as benches, terraces, and vegetation. The buildings should be accessible by both the front street side facade and the rear parking facade.

A single layer of casual parking and/or small buffers with landscape and amenities are ideas of buildings, either single or mixed use, have a residential character and are arranged in ways that residential neighborhoods.

**TMS**  
Traditional Main Street  
(Proposed Subdistrict)

**LOT DIMENSION**

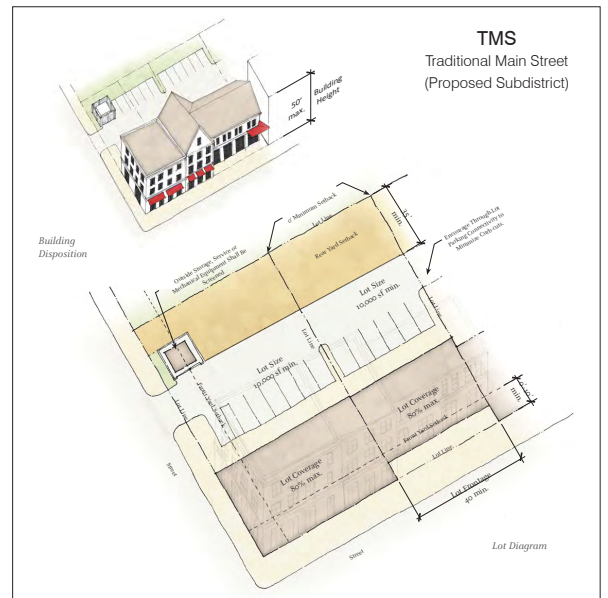
The outdoor seating area shall be screened from parking, and demarcated from sidewalks and/or street by a landscaping strip, plants or fencing four to six feet in height. All such screening materials must be secured so as not to create a hazard.

Outdoor seating areas shall be distinguished from parking areas by solid, uninterrupted concrete or granite curbs and landscaping which physically separates the outdoor seating area from parking.



Outdoor seating or display shall not block handicapped or pedestrian access.

There shall be at least one readily visible litter barrel.



# Wayland Design Guidelines and Peer Review

Wayland, Massachusetts

**Project Type:**  
Urban Design

**Client:**  
Town of Wayland

Raytheon's departure from Wayland left a large vacant facility on the banks of the Sudbury River. When a developer came forward with a mixed-use plan for a new town center, the Town called on The Cecil Group to assist the Planning Board with the project review process. Design Guidelines were created to clarify the intent of the zoning bylaw and guide the project designers, and subsequent peer review of the initial Concept Plan and later the Master Plan Special Permit. Site visits to other town centers and photo essays were used to help the Planning Board, and a public workshop was held within the hearing process to successfully define the Town's concept of a traditional New England town center.





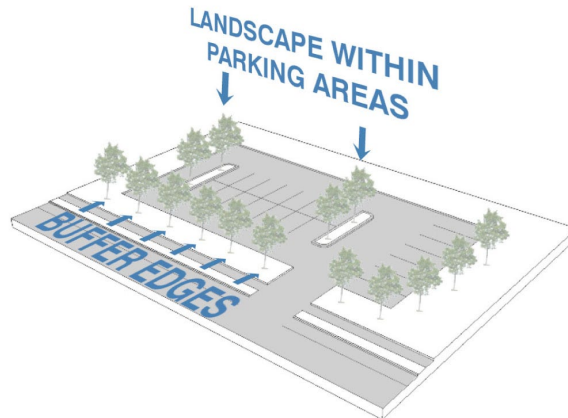
**Project Type:**  
Village District Zoning

**Client:**  
Town of Westport

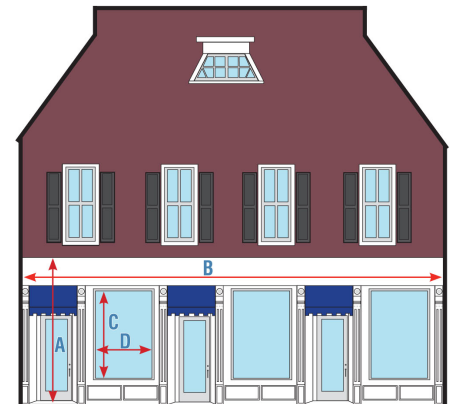
# Village District Study

## Westport, Connecticut

Facing increasing development pressures, the Town of Westport wanted to protect the historic core of its downtown from changes that could negatively affect the image and physical character of the area. The Town hired The Cecil Group to accomplish two project goals: recommend zoning regulations to establish a Village District under Connecticut laws and draft the supporting design standards and nomination documentation for a new National Register Historic District. The Cecil Group crafted the Village District Zoning to protect the existing historic buildings and development patterns while encouraging continued investment in the economic vitality of the downtown. Once implemented, the recommended zoning changes will give the Planning and Zoning Commission control of the design review process, with specific design standards to guide the Site Plan Review Process for new construction, substantial rehabilitation and reconstruction, and changes to any exterior façades.



**A: Similar Cornice Line and Roof Peak**  
**B: Similar Cornice Lines**



**A: Height of Ground Floor**    **C: Height of Glazing**  
**B: Width of Ground Floor**    **D: Width of Glazing**

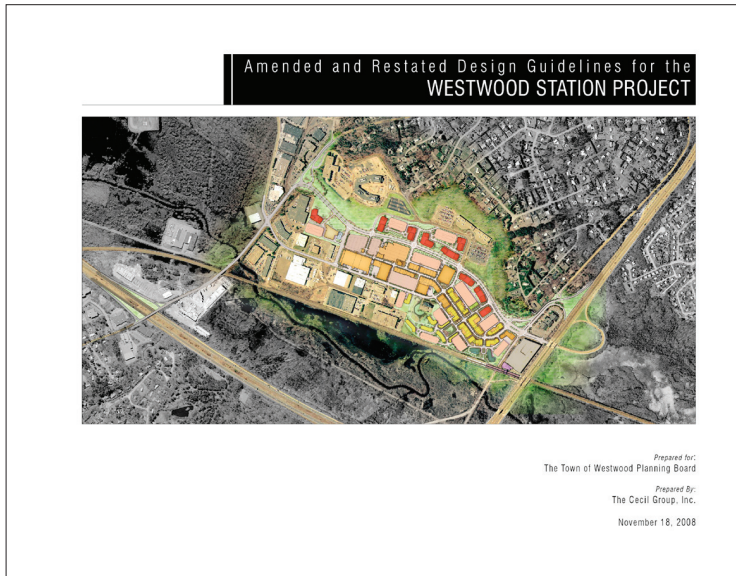
Project Type:  
Design Guidelines

Client:  
Town of Westwood, MA

# Design Guidelines for Westwood Station Development

Westwood, Massachusetts

The Cecil Group prepared detailed design guidelines for the future mixed-use, transit-oriented development at Westwood Station. The design guidelines included architecture, landscape architecture, signage, and lighting for development that will eventually be composed of over 4 million square feet of uses on 130 acres near the Route 128 commuter rail and intercity rail station. The guidelines establish key relationships between retail, restaurant and commercial uses along streets. The guidelines require characteristics that will create variety and interest in new development. Using numerous examples of desirable precedents, the Town-adopted guidelines reflect the community's desire to ensure that comfortably scaled spaces and building facades emerge as development unfolds.



**Diagram C - Vertical Compatibility**

Mixed-Use buildings must have a degree of vertical compatibility between the ground floor and upper floors in terms of vertically corresponding architectural elements such as, expressed structure, materials, colors, planes, architectural ornamentation or other corresponding elements that establish recognizable architectural continuity.

notes:  
\* this diagram and guideline apply to primary and secondary facades only  
\* these diagrams are not intended to direct location of vertical compatibility within a facade, as it may occur anywhere throughout the facade as a whole, or as separate segments.

Westwood Design Guidelines: DRAFT The Cecil Group

## E. REFERENCES

Please see the following three pages for letters of reference for The Cecil Group from:

- Eric Barz, Town Planner, Town of Windsor, Connecticut
- Philip Chester, Town Planner, Town of Lebanon, Connecticut
- Connie Kruger, Planning and Housing Consultant



January 12, 2015

Re: Design Guideline Services, The Cecil Group

To Whom it May Concern:

As part of their lead role in a recent comprehensive transit-oriented development (TOD) plan, The Cecil Group prepared design guidelines to help guide future development within the architectural and historic context of Windsor Center, which is the heart of the oldest town in Connecticut. These guidelines, consisting of both written and graphic elements to convey the design principles, are one part of an overall program of public and private investments and regulatory enhancements designed to protect and enhance Windsor Center, making it friendlier for both pedestrians and motorists in anticipation of new commuter rail service arriving in 2016.

In developing the TOD plan, The Cecil Group designed a thorough and inclusive process that took into account the perspectives of residents, businesses, and stakeholders, ranging from one-on-one meetings with stakeholders to public workshops, resulting in some of the highest public turnout that we have seen in some time. Our residents are excited to see the TOD plan implemented and we have already begun to see the fruits of the program

Sincerely,

A handwritten signature in black ink that reads "Eric Barz".

Eric Barz, AICP  
Town Planner





## Town Planner

### Town of Lebanon

579 Exeter Road, Lebanon, Connecticut 06249

(860) 642-2006, Fax (860) 642-2022

townplanner@lebanontownhall.org

To whom it may concern:

The Cecil Group successfully assisted the Town of Lebanon in preparing a Village Center Study in 2012. They conducted public outreach efforts, including a visioning session, and worked closely with town boards and staff throughout the project. The Village Center Study included recommended zoning and design review standards, which the Town of Lebanon adopted in 2013.

The changes have proved valuable to the Town in preserving and enhancing its village center. The work conducted by the The Cecil Group was, and continues to be, viewed highly by residents and public officials, and I recommend them for similar projects in other communities.

Sincerely,

---

Philip S. Chester, AICP



January 12, 2015

To Whom It May Concern:

I have worked with The Cecil Group and I am familiar with their design and consulting work. The quality of their work is professional and demonstrates knowledge of design and planning principles at the highest level. The final reports and documents they produce are attractive and easily understood.

I was the project manager for the 2011 "Handbook: Approach to Ch. 40B Design Reviews" produced by The Cecil Group for the Massachusetts Housing Partnership. I was very impressed with the work of The Cecil Group during this project. More recently, this past year, I have participated in the Amherst Town Gown Study that The Cecil Group participated in as part of the U3 consulting team. This project again demonstrated the high quality work done by The Cecil Group.

I recommend them to you for future work in planning and design.

Connie Kruger

Connie Kruger  
Planning & Housing Consultant  
15 Hop Brook Rd.  
Amherst, MA 01002

Connie Kruger • Planning & Housing Consultant • [ckruger@crocker.com](mailto:ckruger@crocker.com) • 413-253-1448  
*15 Hop Brook Road, Amherst, MA 01002*



# F. CERTIFICATE OF AUTHORIZATION

## EXHIBIT 4

### CERTIFICATE OF VOTE OF ORGANIZATION

At a duly authorized meeting of the Board of Directors of the The Cecil Group, Inc.  
(name of corporation)

held on 12/9/1997, at which a quorum was present and acting throughout, Directors were  
(date)

present or waived notice, it was voted that Steven G. Cecil, President 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 its Corporate Seal thereto and such action shall be valid and binding upon this organization.

A TRUE COPY, ATTEST:

Place of Business:

170 Milk St., Ste. 5

Boston, MA 02109

I hereby certify that I am the President of The Cecil Group, Inc.  
(Title) (Name of Organization)

that Steven Cecil is the duly elected President of said company,  
(Name of Officer) (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:

Name/Title:

Date:

Steven Cecil, President

1/13/15

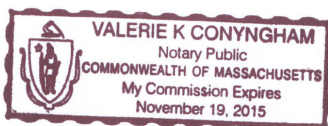
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. January 13, 2015, 2010

Then personally appeared the above named Steven Cecil and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC

My commission expires: November 19, 2015



# G. CERTIFICATES OF NON-COLLUSION AND TAX COMPLIANCE

## EXHIBIT 5

### 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.

04-3401673

Social Security Number or Federal Identification Number

The Cecil Group, Inc.

Company Name

Steven Cecil

Printed Name of Signer

Signature

1/13/15

Date

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

## The Cecil Group

---

170 Milk Street, Suite 5  
Boston, MA 02109-3438  
TEL 617.426.5050  
FAX 617.426.5051  
[www.cecilgroup.com](http://www.cecilgroup.com)

TOWN OF MEDWAY  
 Request for Proposal: Design Consultant to Update Medway Design Guidelines

Price Proposal

Scope of Work	Fee
<b>Task 1: Project Initiation</b>	
Task 1.A Kick-off Meeting and Work Plan	\$630
Task 1.B Review Regulatory Context and Current Documents	\$735
<b>Subtotal</b>	<b>\$1,365</b>
<b>Task 2: Guideline Review and Recommendations</b>	
Task 2.A Red-lined Guideline Version	\$1,295
Task 2.B Review and Discussion Meetings	\$1,820
Task 2.C Draft Guidelines Document	\$6,300
<b>Subtotal</b>	<b>\$9,415</b>
<b>Task 3: Final Documentation</b>	
Task 3.A Coordination and Discussion Meetings	\$630
Task 3.B Revised Draft Guidelines Document	\$1,995
Task 3.C Coordination Review Meeting	\$630
Task 3.D Final Guidelines Document	\$455
<b>Subtotal</b>	<b>\$3,710</b>
<b>Subtotal</b>	<b>\$14,490</b>
<b>Direct Costs</b> (assumes digital copies of products, hard copies as needed will be produced by the Town)	<b>\$510</b>
<b>TOTAL</b>	<b>\$15,000</b>

Direct costs for travel and other in-house reproduction reimbursable expenses as can reasonably be anticipated are included in the overall fee. Any additional expenses, if necessary, must be agreed to in writing and would be billed as per our reimbursement policy below and at our standard hourly rates.

Hourly Rates as of January 1, 2014

\$175	Principals
\$140	Senior Designers and Senior Project Managers
\$115	Project Managers and Senior Job Captains
\$95	Senior Professional Staff
\$85	Senior Technical Staff and Junior Professional Staff
\$70	Junior Technical Staff

Reimbursable expenses shall include costs associated with copies of all drawings, specifications, plans, reports and cost estimates, copies of prints, travel, transportation, lodging and board in connection with the project or the performances of our services, long-distance telephone calls, telefaxes, couriers and messengers, on-site or in-house photography and other project related expenses and taxes incurred by The Cecil Group, Inc. or by our consultants. The cost of consultants necessary in the performance of our services shall also be deemed a reimbursable expense unless agreed to otherwise. Reimbursable expenses shall be billed at 1.15 times our cost. Models, special renderings, fees for special consultants, and photographic services are considered extras and are also reimbursable at 1.15 times our cost. Full size computer plots (24"x36" or larger) produced in house by The Cecil Group will be billed at a standard rate of \$30 per sheet as a reimbursable cost.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BC

DATE (MM/DD/YYYY)  
03/26/2015

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #: CECIL-2</b>	
<b>INSURED</b> The Cecil Group Inc. 170 Milk Street, Suite5 Boston, MA 02019		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Continental Casualty Company</b> <b>NAIC # 20443</b> <b>INSURER B : Safety Insurance Company</b> <b>39454</b> <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		B6011876548	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1501869	04/20/2014	04/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ _____ RETENTION \$ _____	X		B6011876579	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input type="checkbox"/>	N/A	WC611876565	01/01/2015
A	<b>Special Form</b> Includes Theft			B6011876548	01/01/2015	01/01/2016	<b>Val Paper</b> 340,000

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

The certificate holder is included as additional insured under the general liability, auto liability and umbrella policies, subject to same terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

<b>TOMED-2</b>  <b>Town of Medway</b> 155 Village Street #1 Medway, MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MC

DATE (MM/DD/YYYY)

02/23/2015

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>CECIL-2</b>	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : XL Specialty Insurance Co. NAIC # 37885</b> INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	
<b>INSURED</b> <b>The Cecil Group Inc.</b> <b>170 Milk Street, Suite 5</b> <b>Boston, MA 02109</b>		

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Arch./Engr.</b> <b>Prof. Liability</b>			<b>DPR9722278</b>	<b>03/02/2015</b>	<b>03/02/2016</b>	<b>Per Claim 1,000,000</b> <b>Aggregate 2,000,000</b>

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

**For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>MEDWA-3</b>  <b>Town of Medway</b> <b>Attn: Susan Affleck-Childs</b> <b>Medway Planning Coordinator</b> <b>155 Village Street</b> <b>Medway, MA 02053</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.



# AGENDA

## ITEM #8

### **Re-opening of May 11, 2015 Special Town Meeting Warrant – Add Article to Extend Expenditure deadline on 2014 Annual Town Meeting Article 7 – Various Projects**

*Associated back up materials attached.*

- STM warrant with added article to extend expenditure deadline for various projects approved under Art. 7 of May 2014 Annual Town Meeting (new article 9)
- Information about status of these projects

**Proposed motion:** I move that the Board re-open the May 11 Special Town Meeting warrant to add an article to extend the expenditure deadlines of various projects approved under Article 7 of the May 2014 Annual Town Meeting, as presented, to recommend approval of this article, and to close the warrant.



**TOWN OF MEDWAY  
WARRANT FOR MAY 11, 2015  
SPECIAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street, on Monday, May 11, 2015 at 7:00 PM**, then and there to act on the following articles:

**ARTICLE 1:** (Free Cash Transfer: Snow and Ice Deficit)

To see if the Town will vote to appropriate the sum of \$400,000 from Fiscal Year 2014 Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2015 appropriation deficit; or act in any manner relating thereto.

**DEPARTMENT OF PUBLIC SERVICES**

**BOARD OF SELECTMEN RECOMMENDATION:**                   **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**                   **Approve**

**ARTICLE 2:** (Free Cash Transfer: Street Acceptance Account)

To see if the Town will transfer the sum of \$15,000 from Fiscal Year 2015 Certified Free Cash to the special Street Acceptance account, or act in any manner relating thereto.

**PLANNING ADMINISTRATOR**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Transfer: Fire Dept. Overtime)

To see if the Town will vote to transfer \$9,238.95, the unexpended balance of an appropriation authorized by vote of the Town for a Fire Department training program under Article 11 of the May 12, 2014 Special Town Meeting, for the purpose of funding Fiscal Year 2015 Fire Department overtime, or to take any other action thereto.

**FIRE CHIEF**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Transfer: Memorial Committee)

To see if the Town will vote to transfer from the Legal Account the sum of \$4,000 for the purpose of funding projects and activities of the Memorial Committee, with unexpended funds as of June 30, 2016 being returned to the General Fund, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Reserve for Overlay Release)

To see if the Town will vote to transfer from Overlay Surplus the sum of \$7,768.84 to fund a provision for overlay deficit of \$2,124.82 in the year 2000, to fund a provision for overlay deficit of \$2,370.45 in the year 2001, to fund a provision for overlay deficit of \$793.11 in the year 2002, and to fund a provision for overlay deficit of \$2,480.46 in the year 2004, or to act in any manner relating thereto.

**BOARD OF ASSESSORS**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Repurpose Monetary Article: McGovern Generator)

To see if the Town will vote to transfer the sum of \$60,908.11 from previously appropriated article funds for generators at Burke and McGovern Schools (Article 3 of the 2012 Annual Town Meeting and Article 8 of the 2013 Annual Town Meeting) for the purpose of supplementing funds to be used for a new generator and associated work at the McGovern School, said appropriation to be expended by June 30, 2016, with unexpended funds as of June 30, 2016 being returned to the General Fund, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:** (Repurpose Funds: Thayer Homestead Improvements)

To see if the Town will vote to transfer a sum of money from the unexpended balance of the Thayer property rehabilitation and construction project authorized by vote of the November 13, 2012 Fall Town Meeting, to make repairs and improvements the Thayer property, including the house, sympathetic addition, barn and grounds, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:** (Prior Year Bills)

To see if the Town will vote to transfer from the Council on Aging’s Fiscal Year 2015 electricity account the sum of \$1,687.56 and to transfer from the Dept. of Public Services’ Fiscal Year 2015 electricity account the sum of \$5,000 for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:** (Extend Expenditure Deadlines –2014 Annual Town Meeting Article 7 – Various Projects)

To see if the Town will vote to extend the expenditure deadline for the following appropriations made by the May 2014 Annual Town Meeting:

Article 7	Shaw Street Bridge Repair
Article 7	Town-wide Facility Improvements
Article 7	Cassidy Field Bathroom

Said appropriations to be expended by June 30, 2016 with unexpended funds as of June 30, 2016 being returned to the General Fund, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (Idylbrook Guardrail)

To see if the Town will vote to raise and appropriate, borrow, or transfer from Community Preservation Funds the sum of \$27,500 for the purpose of funding the purchase and placement of a guardrail system at Idylbrook Field and for the payment of all other costs incidental and related thereto, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**Projects Requesting Extension of Sunset Clause**

Project	Appropriated	Spent	Remaining	Status
Shaw Street Bridge 0242102 5483	\$40,000.00	(\$1,814.00)	\$38,186.00	Tetra Tech has been retained to evaluate and recommend repairs in conjunction with MassDOT. Working to coordinate this work with Franklin both financially and ConCom reviews. Due to the multijurisdictional nature of bridge work, schedules are somewhat out of our control. Recommend to rescind sunset clause in its entirety for this and future bridge work.
Cassidy Bathrooms 02650002 5383	\$77,274.32	(\$15,448.06)	\$61,826.26	Paving complete. Building not ordered yet. Project is approximately \$10,000 underfunded at present. Building Department requires a State Plumbing Certificate for the prefab bathroom. Notified on 3/12/15 that this has been received by the vendor. Also, new requirement for a slab foundation. Electrical work requires site wide upgrade by Eversource (existing conditions are sub-par). This work is not completely defined yet. Discussing funding with Medway Youth Baseball & Parks Commission. Recommend extension to 12/1/2015.
Townwide Facility Improvements 02192001 5241	\$50,000.00	(\$13,269.27)	\$36,730.73	15 projects totaling \$50,000. Currently seven are approved, another four are imminent totaling \$40,000. Remaining work involves defining scope and some changing priorities given the winter season. Recommend extension to 12/1/2015.

# AGENDA

## ITEM #9

**Re-opening of May 11, 2015  
Annual Town Meeting Warrant –  
Language**

**Amendments to Zoning Articles 25  
and 26; Add Article to Negotiate  
PILOT Agreement with Exelon**

*Associated back up materials attached.*

- ATM warrant
- Language amendments made to Zoning Articles 25 and 26 – multifamily housing and business transition district
- Proposed article to authorize Selectmen to negotiate PILOT agreement with Exelon
- Draft CPC budget (amendment anticipated at 4/6/15 CPC mtg)

**Proposed motion:** I move that the Board re-open the May 11 Annual Town Meeting warrant to amend language in the multi-family housing and business transition district zoning articles, as presented, and to add an article relative to the negotiation of a Payment in Lieu of Taxes agreement, to recommend approval of the new article, and to close the warrant.

**TOWN OF MEDWAY**  
**WARRANT FOR MAY 11, 2015**  
**ANNUAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street, on Monday, May 11, 2015** at 7:30 PM, then and there to act on the following articles:

**ARTICLE 1:** (ESCO Stabilization Reserve Transfer)

To see if the Town will vote to transfer the sum of \$43,684 from the ESCO Stabilization Fund to the Fiscal Year 2016 Debt Service expense account for the purpose of funding ESCO related debt service, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 2:** (Appropriation: FY16 Operating Budget)

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town, provide for a Reserve Fund, and determine what sums of money the Town will raise and appropriate, including appropriation from available funds, to defray charges and expenses of the Town including debt and interest, for the Fiscal Year ending June 30, 2016, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Appropriation: FY16 Water Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,337,466 for the maintenance of the Water Department Enterprise Fund as follows, or to act in any manner relating thereto:

Direct Costs

	Amount
Salaries	\$ 629,334
Expenses	\$ 544,096
Long Term Debt – Principal	\$ 652,121
Long Term Debt – Interest	\$ 222,844
Short Term Debt – Interest	\$ 20,000
<b>Direct Costs Total</b>	<b>\$2,068,395</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$269,071 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$269,071</b>
-----------------------------	------------------

<b>Total</b>	<b>\$2,337,466</b>
--------------	--------------------

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

Fees for Service [User Fees]	\$2,258,350
Retained Earnings	79,116
	<b>\$2,337,466</b>

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Transfer from Sewer Betterment Stabilization to Sewer Enterprise)  
To see if the Town will vote to transfer \$17,386 from the Sewer Betterment Stabilization Fund to the Fiscal Year 2016 Sewer Enterprise operating budget, or to act in any manner relating thereto.

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Appropriation: FY16 Sewer Enterprise Fund)  
To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,557,435 for the maintenance of the Sewer Department Enterprise Fund as follows, or to act in any manner relating thereto:

Direct Costs

	Amount
Salaries	\$ 215,670
Expenses	\$ 950,006
Long Term Debt – Principal	\$ 212,000
Long Term Debt - Interest	\$ 84,862
Short Term Debt – Interest	\$ 5,000
<b>Direct Costs Total</b>	<b>\$1,467,538</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$89,897 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$89,897</b>
-----------------------------	-----------------

<b>Total</b>	<b>\$1,557,435</b>
--------------	--------------------

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

Fees for Service [User Fees]	\$1,432,123
Sewer Retained Earnings	\$ 107,926
Sewer Betterment Transfer	\$ 17,386
<b>Total</b>	<b>\$1,557,435</b>

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Appropriation: FY16 Solid Waste Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of \$1,481,607 to operate the Solid Waste/Recycling Department Enterprise Fund as follows, or to act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 321,125
Expenses	\$1,056,538
<b>Direct Costs Total</b>	<b>\$1,377,663</b>

Indirect Costs



And further to raise and appropriate or transfer from available funds the sum of \$103,944 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$103,944
-----------------------------	-----------

<b>Total</b>	<b>\$1,481,607</b>
--------------	--------------------

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

Trash Recycling Fees/Bag Revenues	\$1,481,607
<b>Total</b>	<b>\$1,481,607</b>

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**            **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:**            (Appropriation: FY16 Ambulance Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$702,516 to operate the Ambulance Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$391,459
Expenses	\$172,000
Long Term Debt – Principal	\$ 30,000
Long Term Debt – Interest	\$ 4,200
<b>Direct Costs Total</b>	<b>\$597,659</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$104,857 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$104,857
-----------------------------	-----------

<b>Total</b>	<b>\$702,516</b>
--------------	------------------

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

General Fund Appropriation	\$150,000
Ambulance Retained Earnings	\$ 60,000

Insurance and Fees for Service	\$492,516
<b>Total</b>	<b>\$702,516</b>

**FIRE DEPARTMENT**

**BOARD OF SELECTMEN RECOMMENDATION:**                    **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:**            (Free Cash Appropriation: Capital Items)

To see if the Town will vote to appropriate the sum of \$665,000 for Fiscal Year 2016 from Certified Free Cash for the purpose of funding the following capital items, including associated engineering, personnel, maintenance and legal service costs; said appropriations to be expended by June 30, 2016, with unexpended funds as of June 30, 2016 being returned to the General Fund, or act in any manner relating thereto:

<b>Project</b>	<b>Department</b>	<b>Cost</b>
Various Road/Sidewalk Improvements	DPS	\$400,000
Purchase Right of Way Maintenance Truck	DPS	52,000
General Town Wide Facility Improvements	DPS	50,000
New Technology for Schools (iPads and Chromebooks)	IS	85,000
Replace Phone System	POLICE/IS	25,000
Install Solar Powered Traffic Signs	POLICE	13,000
McGovern School Generator	SCHOOLS	40,000
<b>Free Cash Total</b>		<b><u>\$665,000</u></b>

**CAPITAL IMPROVEMENT  
PLANNING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**                    **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:**            (Borrowing: Capital Projects)

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds the sum of \$725,000 for Fiscal Year 2016 for the purpose of funding the following capital items, including associated engineering, personnel, maintenance and legal service costs, or act in any manner relating thereto:

<b>Project</b>	<b>Department</b>	<b>Cost</b>
Upgrade Radio Infrastructure	POLICE	\$273,000
Replace Police Cruiser Computers	POLICE	55,000
Replacement of Library Carpet	LIBRARY	90,000
Replace Sidewalk Plow	DPS	157,000
Renovation of Middle School Wing for DPS	DPS	150,000
<b>Total</b>		<b>\$725,000</b>

**CAPITAL IMPROVEMENT  
PLANNING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**           **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:**       (Repurpose Monetary Articles: Water Enterprise)  
To see if the Town will vote to rescind the previously approved water system articles listed below, and, further, to transfer the unexpended sums totaling \$198,529.85 to a new Water System Repair, Maintenance and Improvements Account for the purpose of making repairs, replacements, or improvements to system infrastructure, including, but not limited to, pipes pumps, motor equipment and tanks, as well as technical and professional services related thereto.

Article	Current Balance
New Water Source June 2011 Annual Town Meeting, Art. 13	\$82,701.09
Water Distribution Projects June 2011 Annual Town Meeting, Art. 14	\$41,199.05
Water Testing June 2009 Annual Town Meeting, Art. 11	\$16,192.87
Water Emergency	\$53,436.84
Lowering Tank Fence May 2007 Annual Town Meeting, Art. 11	\$5,000.00

Or act in any manner relating thereto.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**           **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:**       (Borrowing: Water Enterprise - Brentwood)  
To see if the Town will vote to raise and appropriate, borrow or transfer from available funds for Fiscal Year 2016 from the Water Enterprise Fund the sum of \$200,000 for the purpose of funding the replacement of water main in the Brentwood neighborhood, including associated engineering, personnel, maintenance, construction and legal services costs, or act in any manner relating thereto.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**           **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 12:** (Repurpose Monetary Articles: Sewer Enterprise)

To see if the Town will vote to rescind the previously approved sewer system articles listed below, and, further, to transfer the unexpended sum of \$41,734.76 to a new Sewer System Repair, Maintenance and Improvements Account for the purpose of making repairs, replacements, or improvements to system infrastructure, including, but not limited to, pipes pumps, motor equipment and tanks, as well as technical and professional services related thereto.

Article	Current Balance
Sewer Project Account June 2008 Annual Town Meeting, Art. 3	\$21,661.64
Sewer Collection Projects June 2011 Annual Town Meeting, Art. 15	\$20,073.12

Or act in any manner relating thereto.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 13:** (Borrowing: Sewer Enterprise – Inflow & Infiltration)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$75,000 for Fiscal Year 2016 from the Sewer Enterprise Fund for the purpose of funding an inflow and infiltration study, including associated engineering, personnel, maintenance, and legal services costs, or act in any manner relating thereto.

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 14:** (Appropriation: Medway Family Day)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$9,500 to be expended under the direction of the Town Administrator for the purpose of funding Medway Family Day, with unexpended funds as of June 30, 2016 being returned to the General Fund, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 15:** (Capital Project: Construct and Improve Playgrounds – CPC Funds)  
To see if the Town will vote to raise and appropriate, borrow, or transfer from Community Preservation Funds a sum of money for the purpose of funding the design and construction of a playground at Idylbrook Field and to design and construct improvements to other Town playgrounds or otherwise make repairs and for the payment of all other costs incidental and related thereto, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **TBD**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 16:** (Borrowing: Design and Project Mgmt. Services for New DPS Facility)  
To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds the sum of \$1,100,000 for the purpose of funding the engineering, design and project management services of a new Department of Public Services Facility and for the payment of all other costs incidental and related thereto, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 17:** (Borrowing: Non-Participatory Items Associated with Route 109 Project)  
To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds the sum of \$500,000 for project amenities associated with the Route 109 design and construction project that the Mass. Dept. of Transportation determines to be “non-participatory” and therefore not qualifying for project reimbursement, including associated engineering, personnel, maintenance, and legal services costs, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 18:** (Appropriation: Thayer Property Operations)  
To see if the Town will vote to raise and appropriate the sum of \$20,000 to be added to the Thayer Homestead Revolving Account, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 19:** (Revolving Accounts: Annual Authorization)

To see if the Town will vote to authorize the following revolving funds pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws for Fiscal Year 2016 as follows:

<b>FUND</b>	<b>REVENUE SOURCE</b>	<b>AUTHORITY TO SPEND</b>	<b>USE OF FUND</b>	<b>SPENDING LIMIT</b>
Parks and Recreation	Permit Fees	Board of Parks Commissioners	Self-supporting recreation and parks services	\$150,000
Council on Aging	Donations/fees paid by riders and GATRA reimbursement	Council on Aging	Pay for dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$114,000
Library Printer/Copier/Fax	Public printer use and copier and fax machine revenues	Board of Library Trustees	Printer, copier and fax machine expenses.	\$2,000
Library Meeting Room	Meeting room use fees	Board of Library Trustees	Meeting room maintenance, repairs and upgrades	\$1,000
Thayer Homestead	Facility use fees	Town Administrator	Partial self-support of property	\$50,000

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

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

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

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2016 Community Preservation budget and to appropriate or reserve for later appropriations monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the payment of debt service, the undertaking of Community Preservation projects and all other necessary and proper expenses for the Fiscal Year 2016, or take any other action relative thereto.

**COMMUNITY PRESERVATION COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:** TBD

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 21:** (Acceptance of MGL chapter 64L, § 2 Local Option Meals Tax)  
To see if the Town will vote to accept Massachusetts General Law chapter 64L § 2 to impose a local option meals tax to take effect on July 1, 2015, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 22:** (OPEB Trust Funding from Meals Tax)  
To see if the Town will vote to allocate the sum of \$100,000 in local meals tax revenue collected under Mass. General Law chapter 64L § 2 for Fiscal Year 2016 to the Town of Medway Other Post-Employment Benefits (OPEB) Trust account, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 23:** (Acceptance of Sidewalk Easement)  
To see if the Town of Medway will agree to accept from Onilleva Realty, LLC of Medway, MA, two permanent sidewalk easements on property located on the southerly side of Milford Street (Route 109) Medway Parcel 56-039 (34 Summer Street) containing a combined total of three hundred forty-six (346 ± sq. ft.) square feet of land, more or less, as shown on a plan entitled “Sidewalk Easement Plan in Medway, MA” prepared by Civil Design Group, LLC of North Andover, MA, dated March 18, 2014 for the purpose of providing pedestrian access on the southerly side of Milford Street and further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article; or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 24:** (Zoning Bylaw Recodification)  
To see if the Town will vote to adopt a comprehensive recodification of the Medway Zoning Bylaw as presented in a proposed version on file with the Medway Town Clerk and with the office of the Planning and Economic Development Board and also posted at the Planning and Economic Development Board page at the Town of Medway web site.

The proposed recodification includes but is not limited to:

- A. re-organizing, re-positioning, re-captioning and re-numbering of the Zoning Bylaw;
- B. creating a Table of Uses which generally reflects the current use provisions;

- C. adding definitions to define various uses in the Table of Uses;
  - D. creating a Table of Dimensional and Density Regulations which generally reflects the current provisions;
  - E. making revisions to the nonconformities language to bring it into conformance with current law;
  - F. eliminating redundant or unnecessary provisions regarding content of applications, review procedures, and enforcement;
  - G. making housekeeping amendments such as eliminating numbers in parentheses that are already spelled out; correcting spelling, typographical and grammatical errors; eliminating or updating outdated statutory or other references; and deleting wording that repeats provisions of state law;
  - H. revising the section on fines and enforcement; and
  - I. making other needed amendments for clarification and consistency.
- Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**        **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 25:**        (Amend Zoning Bylaw: New Sub-Section for Multifamily Housing)  
 To see if the Town will vote to amend the Medway Zoning Bylaw by adding a new Sub-Section DD. Multifamily Housing to SECTION V. USE REGULATIONS as follows:

DD. Multifamily Housing

1. Purpose: The purpose of this sub-section is to further the goals of the Medway Master Plan and the Medway Housing Production Plan to encourage the provision of a diversity of housing types, to promote pedestrian oriented development, and to increase the number of affordable housing units by establishing a special permit option to allow for the development of Multifamily Dwellings or Apartment Houses, and Multifamily Developments within the capacities of existing Town utilities and services.
2. Applicability:
  - a) The Planning and Economic Development Board may grant a Multifamily Housing special permit for a Multifamily Dwelling or Apartment House, and/or a Multifamily Development on a tract of land within the AR-I, AR-II, Commercial III or Commercial IV zoning districts whether on one parcel or a set of contiguous parcels, with a minimum of fifty feet of frontage on an existing street located within the Multifamily Housing Overlay District as shown on a map on file with the Medway Town Clerk. The street shall, in the opinion of the Planning and Economic Development Board, have sufficient capacity to accommodate the projected additional traffic flow from the development.
  - b) Tracts of land within residential subdivisions approved and constructed under the Subdivision Control Law since September 29, 1952 or granted a special permit under the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section T



(Open Space Residential Development) or Sub-Section U (Adult Retirement Community Overlay District) shall not be eligible for a special permit under this Sub-Section.

- c) Multifamily Dwellings or Apartment Houses and Multifamily Developments within the Adaptive Use Overlay District must comply with the Medway Zoning bylaw, SECTION V. USE REGULATIONS, Sub-Section W. Adaptive Use Overlay District, Paragraph 5. Adaptive Use Special Permit Site Development Standards.
- d) These provisions apply to the following:
  - 1) The alteration/rehabilitation and conversion/adaptive reuse of existing buildings
  - 2) Construction of new buildings or additions to existing buildings.

3. Dimensional Regulations

- a) The minimum dimensional requirements for area and setbacks shall be the same as for the underlying zoning district in which the parcel is located. However, the Planning and Economic Development Board may adjust these dimensional requirements by a four-fifths vote if, in its opinion, such adjustment will result in a more desirable design of the development or provide enhanced buffering for adjacent residential properties.
- b) Legally pre-existing nonconforming buildings shall be eligible for a Multifamily Housing special permit provided there is no increase in any dimensional nonconformity or the creation of a new nonconformity, and the applicant can demonstrate compliance with the parking and open space requirements of this section.
- c) Maximum building height: 2.5 stories or 40'

4. Density Regulations - The density of a Multifamily Dwelling or Apartment House, and a Multifamily Development shall not exceed twelve dwelling units per acre or portions thereof, except that the Planning and Economic Development Board may grant a density bonus for one or more of the following:

- a) + one unit when the project involves the rehabilitation/adaptive reuse of an existing structure at least seventy-five years of age and is completed in a manner that preserves and/or enhances the exterior architectural features of the building;
- b) + one unit for each three thousand sq. ft. of existing interior finished space that is substantially rehabilitated in accordance with the Board's *Multifamily Housing Rules and Regulations*.
- c) + two units when twenty-five percent of the dwelling units are designated as affordable independent of the provisions of the Medway Zoning Bylaw, SECTION V. Use Regulations, Sub-Section X. Affordable Housing.

In no case shall total density, including bonus units, exceed twenty dwelling units per acres.

5. Special Regulations

- a) Affordable Housing Requirement: Projects approved pursuant to this Sub-Section shall comply with:
    - 1) the Town's Affordable Housing requirements as specified in the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section X. Affordable Housing;
    - 2) the Massachusetts Department of Housing and Community Development (DHCD)'s Local Initiative Program (LIP) Guidelines, July 1996, as may be amended; and
  - b) Open Space: There shall be an open space or yard area equal to at least fifteen percent of the parcel(s) total area. This area shall be unpaved and may be landscaped or left natural, with the balance being trees, shrubs and grass suitable for the site. This area shall not be built upon but may include a play area.
  - c) Parking: At least one and one-half off-street parking spaces shall be provided for each dwelling unit plus one additional visitor parking space for every two dwelling units.
  - d) There shall be Town water and sewer available in the street on which the Multifamily Dwelling or Apartment House or Multifamily Development has its frontage and said water and sewer lines shall have sufficient capacity to accommodate the project.
  - e) A Multifamily Dwelling or Apartment House shall not contain more than twelve dwelling units.
  - f) Any Multifamily Development shall not exceed forty dwelling units.
6. Rules and Regulations: The Planning and Economic Development Board shall adopt *Multifamily Housing Rules and Regulations* which shall include application submittal requirements, public hearing and review procedures, and site development and design standards including but not limited to landscaping, buffering, lighting, building style, pedestrian access, off-street parking, utilities, and waste disposal.
7. Development Limitation: The maximum number of Multifamily Dwelling units authorized pursuant to this sub-section shall not exceed five percent of the number of detached single-family dwellings located in the Town of Medway, as determined by the Board of Assessors.
8. Special Permit Procedures:
- a) The special permit application, public hearing, and decision procedures shall be in accordance with this Sub-Section, the Planning and Economic Development Board's *Multifamily Housing Rules and Regulations*, and the Medway Zoning Bylaw, SECTION V. Use Regulations, Sub-Section C. Site Plan Review and Approval.
  - b) Application Requirements. The Applicant shall submit a Multifamily Housing special permit application together with the size, form, number, and contents of the required

plans and any supplemental information as required in the Planning and Economic Development Board's *Multifamily Housing Rules and Regulations*.

- c) The special permit review of Multifamily Dwelling or Apartment Houses, and Multifamily Developments shall incorporate site plan review pursuant to the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval.
9. Decision: The Planning and Economic Development Board may grant a Multifamily Housing special permit with any conditions, safeguards, and limitations necessary to mitigate the project's impact on the surrounding area and to ensure compliance with this Sub-Section and the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval, upon finding that the Multifamily Dwelling or Apartment House, or the Multifamily Development will:
- a) meet the purposes and requirements of this Sub-Section, and the Planning and Economic Development Board's *Multifamily Housing Rules and Regulations* and *Site Plan Rules and Regulations*;
  - b) is consistent with the goals of the Medway Master Plan and the Medway Housing Production Plan;
  - c) not have a detrimental impact on abutting properties and adjacent neighborhoods or such impacts are adequately mitigated;
  - d) provide for greater variety and type of housing stock.

And to amend SECTION II DEFINITIONS by inserting the following definition in alphabetical order:

**Multifamily Development** – A residential development of more than one building comprised of multifamily dwellings and which may also include one single family house and one or more two family houses.

And to amend SECTION IV. DISTRICTS by inserting Multifamily Overlay District to the list of overlay districts;

And to amend the Medway Zoning Map to include the Multifamily Housing Overlay District as shown on a map on file with the Medway Town Clerk;

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
AFFORDABLE HOUSING TRUST  
AFFORDABLE HOUSING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**      **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 26:** (Establishment of a Business Transition Zone)

To see if the Town of Medway will amend the Medway Zoning Bylaw by adding a new Sub-Section CC. Business Transition to SECTION V. USE REGULATIONS as follows:

**CC. Business Transition District**

1. Purpose – The purpose of the Business Transition zone is to further the goals of the Medway Master Plan, expand areas for economic development, and provide opportunities for small-scale and minimally intensive business uses in areas between residential and commercial zoned districts, in a manner consistent with the Medway Design Guidelines.
2. Buildings, structures and premises may be used for any of the following purposes and uses customarily accessory thereto but no others, subject to the regulations enumerated herein.
  - a) Municipal use
  - b) Offices for business, professional or medical use
  - c) Personal care services such as but not limited to barber shops, hair salons, and nail salons
  - d) Consumer services such as but not limited to, optician, dry cleaner, florist, laundry, photocopying/printing, bakery, photography studio, design galleries and studios, tailor, and other similar businesses and services
3. Dimensional Regulations - Permitted and allowable uses pertaining to this district shall comply with the following dimensional regulations:
  - a) Minimum lot size: 12,000 sq. ft.
  - b) Maximum lot coverage, including accessory building: 40%
  - c) Minimum continuous frontage: 100 ft.
  - d) Minimum front yard setback from street line for any building or structure hereafter erected: 10 ft.
  - e) Minimum side yard setback: 15 ft.
  - f) Minimum rear yard setback: 20 ft.
  - g) Maximum building height: 36 ft.
4. Special Regulations
  - a) Parking – To the maximum extent possible, parking shall be located to the rear and/or side of the building. Motor vehicle parking located between the building and street is

permitted only if no other reasonable alternative is available due to site limitations. Parking of vehicles may not be located within the setback area from an abutting residence.

b. Buffers

- 1) A site's existing vegetated buffers to abutting residences shall be maintained and/or enhanced to shield abutters from adverse impacts such as headlights and noise.
- 2) The side or rear setback area of parcels which abut a residence shall be substantially landscaped so as to provide a suitable visual and sound buffer between the business and residential uses.
- 3) Additional buffering measures including fencing may be required.
- 4) Specific buffering measures shall be determined through the site plan review and approval process in accordance with the *Site Plan Rules and Regulations*.

- c. Building and Site Design – To the maximum extent feasible, building renovations, new construction, and site improvements shall be designed to exhibit qualities of New England residential architecture and be consistent with the Medway Design Guidelines. This shall be determined through the site plan review and approval process.

And to amend the Medway Zoning Map by rezoning the following parcels from Agricultural Residential II District zoning to Business Transition District zoning as shown on a map on file with the Town Clerk:

1.38 acre parcel at 32 Summer Street (Berry's Greenhouse) - Medway Assessor's parcel 56-041

.09 acre parcel at 37 Summer Street (Alexander) - Medway Assessor's parcel 56-017

.67 acre parcel at 35 Summer Street (Alexander) - Medway Assessor's parcel 56-018

.42 acre parcel at 33 Summer Street (Notturmo) - Medway Assessor's parcel 56-019

.34 acre parcel at 31 Summer Street (PMAM Group LLC) - Medway Assessor's parcel 56-020

1.25 acre parcel at 38 Milford Street (Buchmiller & Mahaney) – Medway Assessor's parcel 46-048

And to amend SECTION IV. DISTRICTS by adding Business Transition to the list of Medway zoning districts.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:      Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 27:** (Funding of Collective Bargaining Agreement – Municipal Employees Union)  
To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money for the purpose of funding the monetary items associated with the Fiscal Year 2016 collective bargaining agreement between the Town of Medway and the Medway Public Employees' Local Union, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 28:** (Funding of Collective Bargaining Agreement – Permanent Firefighters)  
To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money for the purpose of funding the monetary items associated with the Fiscal Year 2016 collective bargaining agreement between the Town of Medway and the Medway Permanent Firefighters Association, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** TBD

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 29:** (Funding of Collective Bargaining Agreement – Police Association)  
To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money for the purpose of funding the monetary items associated with the Fiscal Year 2016 collective bargaining agreement between the Town of Medway and the Medway Police Association, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** TBD

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 30:** (Purchase Property Off of Winthrop St)  
To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of the parcel described below, believed to be now owned by Henry L. Wickett, Sr., Henry L. Sr. and Henry L. Jr. Wickett, Wicket Development Co, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, the land to be used for purposes allowed by the so-called Community Preservation Act, General Laws Chapter 44B, to be under the management and control of Board of Selectmen said parcel of land being described as follows:

The land located on Fairway Lane, and lands bordering Woodland Road and the property at 102 Winthrop Street, shown on Medway Assessors Map 08/Parcel 016, Map 08/Parcel

019, Map 08/Parcel 024, Map 09/Parcel 059, Map 14/Parcel 005, Map 014/Parcel 020, Map 15/Parcel 001, and Map 15/Parcel 019.

And, further to see if the Town will vote: a) to appropriate a sum of money from the Community Preservation Fund for this purpose and any expenses related thereto; b) authorize the Board of Selectmen to convey a permanent deed restriction in accordance with General Laws chapter 44B, section 12 and General Laws chapter 184, sections 31-33; and c) authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**        **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 31:**        (Citizens Petition: Purchase Wicket Property)

For the Town to purchase all Wicket properties bordering Fairway Lane, and lands bordering Redgate and Woodland Road, and 102 Winthrop St.

**CITIZENS' PETITION**

**BOARD OF SELECTMEN RECOMMENDATION:**        **TBD**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 32:**        (Citizens' Petition: Survey Property Off of Winthrop St)

As concerned citizens of the Town of Medway we are requesting the Board of Selectmen investigate the accuracy of the surveying of the property off of Winthrop and Woodland Streets as represented on the Wetlands Plan of the land in Medway, MA, by Colonial Engineering dated 12/29/14 submitted to the Conservation Commission for an Abbreviated Notice of Resource Area Delineation ( ARAD), and upon which developing is proposed. We are making this request based upon historical issues related to the inaccurate surveying, by the same surveyor that affected many residents of Fairway Lane. The erroneous boundaries represented in the survey caused extreme personal hardship to affected residents, as legal action was taken against residents of Fairway Lane (for either trespassing or owning homes on land not legally belonging to them but rather to the abutter responsible for the survey). After years in court damages were awarded against title insurance companies and otherwise paid out of the pocket of residents without title insurance in place. The financial hardships resulted in no fault of the residents that purchased these homes. The residents believe that it is necessary to have the town investigate and request a new survey from an independent surveyor not associated with the erroneous surveys of the past at the expense of the owner of the properties in question.

**CITIZENS' PETITION**

**BOARD OF SELECTMEN RECOMMENDATION:      TBD**

**FINANCE COMMITTEE RECOMMENDATION:**



**REVISED DRAFT – 4-1-2015**

ARTICLE : To amend the Medway Zoning Bylaw by adding a new Sub-Section DD. Multifamily Housing to SECTION V. USE REGULATIONS as follows:

DD. Multifamily Housing

1. Purpose: The purpose of this sub-section is to further the goals of the Medway Master Plan and the Medway Housing Production Plan to encourage the provision of a diversity of housing types, to promote pedestrian oriented development, and to increase the number of affordable housing units by establishing a special permit option to allow for the development of Multifamily Dwellings or Apartment Houses, and Multifamily Developments within the capacities of existing Town utilities and services.
2. Applicability:
  - a) The Planning and Economic Development Board may grant a Multifamily Housing special permit for a Multifamily Dwelling or Apartment House, and/or a Multifamily Development on a tract of land within the AR-I, AR-II, Commercial III or Commercial IV zoning districts whether on one parcel or a set of contiguous parcels, with a minimum of fifty feet of frontage on an existing street located within the Multifamily Housing Overlay District as shown on a map on file with the Medway Town Clerk. The street shall, in the opinion of the Planning and Economic Development Board, have sufficient capacity to accommodate the projected additional traffic flow from the development.
  - b) Tracts of land within residential subdivisions approved and constructed under the Subdivision Control Law since September 29, 1952 or granted a special permit under the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section T (Open Space Residential Development) or Sub-Section U (Adult Retirement Community Overlay District) shall not be eligible for a special permit under this Sub-Section.
  - c) Multifamily Dwellings or Apartment Houses and Multifamily Developments within the Adaptive Use Overlay District must comply with the Medway Zoning bylaw, SECTION V. USE REGULATIONS, Sub-Section W. Adaptive Use Overlay District, Paragraph 5. Adaptive Use Special Permit Site Development Standards.
  - d) These provisions apply to the following:
    - 1) The alteration/rehabilitation and conversion/adaptive reuse of existing buildings
    - 2) Construction of new buildings or additions to existing buildings.
3. Dimensional Regulations
  - a) The minimum dimensional requirements for area and setbacks shall be the same as for the underlying zoning district in which the parcel is located. However, the Planning and Economic Development Board may adjust these dimensional requirements by a four-fifths vote if, in its opinion, such adjustment will result in a more desirable design of the development or provide enhanced buffering for adjacent residential properties.

- b) Legally pre-existing nonconforming buildings shall be eligible for a Multifamily Housing special permit provided there is no increase in any dimensional nonconformity or the creation of a new nonconformity, and the applicant can demonstrate compliance with the parking and open space requirements of this section.
  - c) Maximum building height: 2.5 stories or 40'
4. Density Regulations - The density of a Multifamily Dwelling or Apartment House, and a Multifamily Development shall not exceed twelve dwelling units per acre or portions thereof, except that the Planning and Economic Development Board may grant a density bonus for one or more of the following:
- a) + one unit when the project involves the rehabilitation/adaptive reuse of an existing structure at least seventy-five years of age and is completed in a manner that preserves and/or enhances the exterior architectural features of the building;
  - b) + one unit for each three thousand sq. ft. of existing interior finished space that is substantially rehabilitated in accordance with the Board's *Multifamily Housing Rules and Regulations*.
  - c) + two units when twenty-five percent of the dwelling units are designated as affordable independent of the provisions of the Medway Zoning Bylaw, SECTION V. Use Regulations, Sub-Section X. Affordable Housing.

In no case shall total density, including bonus units, exceed twenty dwelling units per acres.

5. Special Regulations

- a) Affordable Housing Requirement: Projects approved pursuant to this Sub-Section shall comply with:
  - 1) the Town's Affordable Housing requirements as specified in the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section X. Affordable Housing;
  - 2) the Massachusetts Department of Housing and Community Development (DHCD)'s Local Initiative Program (LIP) Guidelines, July 1996, as may be amended; and
  - 3) ~~the requirement that the average bedroom count of a Multifamily Dwelling or Apartment House or a Multifamily Development shall not exceed two per unit.~~
- b) Open Space: There shall be an open space or yard area equal to at least fifteen percent of the parcel(s) total area. This area shall be unpaved and may be landscaped or left natural, with the balance being trees, shrubs and grass suitable for the site. This area shall not be built upon but may include a play area.
- c) Parking: At least one and one-half off-street parking spaces shall be provided for each dwelling unit plus one additional visitor parking space for every two dwelling units.

- d) There shall be Town water and sewer available in the street on which the Multifamily Dwelling or Apartment House or Multifamily Development has its frontage and said water and sewer lines shall have sufficient capacity to accommodate the project.
  - e) A Multifamily Dwelling or Apartment House shall not contain more than twelve dwelling units.
  - f) Any Multifamily Development shall not exceed forty dwelling units.
6. Rules and Regulations: The Planning and Economic Development Board shall adopt *Multifamily Housing Rules and Regulations* which shall include application submittal requirements, public hearing and review procedures, and site development and design standards including but not limited to landscaping, buffering, lighting, building style, pedestrian access, off-street parking, utilities, and waste disposal.
7. Development Limitation: The maximum number of Multifamily Dwelling units authorized pursuant to this sub-section shall not exceed five percent of the number of detached single-family dwellings located in the Town of Medway, as determined by the Board of Assessors.
8. Special Permit Procedures:
- a) The special permit application, public hearing, and decision procedures shall be in accordance with this Sub-Section, the Planning and Economic Development Board's *Multifamily Housing Rules and Regulations*, and the Medway Zoning Bylaw, SECTION V. Use Regulations, Sub-Section C. Site Plan Review and Approval.
  - b) Application Requirements. The Applicant shall submit a Multifamily Housing special permit application together with the size, form, number, and contents of the required plans and any supplemental information as required in the Planning and Economic Development Board's *Multifamily Housing Rules and Regulations*.
  - c) The special permit review of Multifamily Dwelling or Apartment Houses, and Multifamily Developments shall incorporate site plan review pursuant to the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval.
9. Decision: The Planning and Economic Development Board may grant a Multifamily Housing special permit with any conditions, safeguards, and limitations necessary to mitigate the project's impact on the surrounding area and to ensure compliance with this Sub-Section and the Medway Zoning Bylaw, SECTION V. USE REGULATIONS, Sub-Section C. Site Plan Review and Approval, upon finding that the Multifamily Dwelling or Apartment House, or the Multifamily Development will:
- a) meet the purposes and requirements of this Sub-Section, and the Planning and Economic Development Board's *Multifamily Housing Rules and Regulations* and *Site Plan Rules and Regulations*;

- b) is consistent with the goals of the Medway Master Plan and the Medway Housing Production Plan;
- c) not have a detrimental impact on abutting properties and adjacent neighborhoods or such impacts are adequately mitigated;
- d) provide for greater variety and type of housing stock.

And to amend SECTION II DEFINITIONS by inserting the following definition in alphabetical order:

**Multifamily Development** – A residential development of more than one building comprised of multifamily dwellings and which may also include one single family house and one or more two family houses.

And to amend SECTION IV. DISTRICTS by inserting Multifamily Overlay District to the list of overlay districts;

And to amend the Medway Zoning Map to include the Multifamily Housing Overlay District as shown on a map on file with the Medway Town Clerk;

Or to act in any manner relating thereto:

Planning and Economic Development Board  
Affordable Housing Trust  
Affordable Housing Committee

ARTICLE 27: (Establishment of a Business Transition Zone)

To see if the Town of Medway will amend the Medway Zoning Bylaw by adding a new Sub-Section CC. Business Transition to SECTION V. USE REGULATIONS as follows:

CC. Business Transition District

1. ~~Purpose: The purpose of this section is to further the goal of the Medway Master Plan to increase the land available for economic development, and to provide opportunities for small-scale and minimally intensive business uses adjacent to residential neighborhoods in a manner that retains a residential character.~~

Purpose – The purpose of the Business Transition zone is to further the goals of the Medway Master Plan, expand areas for economic development, and provide opportunities for small-scale and minimally intensive business uses in areas between residential and commercial zoned districts, in a manner consistent with the Medway Design Guidelines.

2. Buildings, structures and premises may be used for any of the following purposes and uses customarily accessory thereto but no others, subject to the regulations enumerated herein.
  - a) Municipal use
  - b) Offices for business, professional or medical use
  - c) Personal care services such as but not limited to barber shops, hair salons, and nail salons
  - d) Consumer services such as but not limited to, optician, dry cleaner, florist, laundry, photocopying/printing, bakery, photography studio, design galleries and studios, tailor, and other similar businesses and services
3. Dimensional Regulations - Permitted and allowable uses pertaining to this district shall comply with the following dimensional regulations:
  - a) Minimum lot size: 12,000 sq. ft.
  - b) Maximum lot coverage, including accessory building: ~~30%~~ 40%
  - c) Minimum continuous frontage: 100 ft.
  - d) Minimum front yard setback from street line for any building or structure hereafter erected: 10 ft.
  - e) Minimum side yard setback: 15 ft.
  - f) Minimum rear yard setback: 20 ft.
  - g) Maximum building height: ~~2 stories, not to exceed 30 ft.~~ 36'

4. Special Regulations

a) Parking – To the maximum extent possible, parking shall be located to the rear and/or side of the building. Motor vehicle parking located between the building and street is permitted only if no other reasonable alternative is available due to site limitations. Parking of vehicles may not be located within the setback area from an abutting residence.

b. Buffers

1) A site's existing vegetated buffers to abutting residences shall be maintained and/or enhanced to shield abutters from adverse impacts such as headlights and noise.

2) The side or rear setback area of parcels which abut a residence shall be substantially landscaped so as to provide a suitable visual and sound buffer between the business and residential uses.

3) Additional buffering measures including fencing may be required.

4) Specific buffering measures shall be determined through the site plan review and approval process in accordance with the *Site Plan Rules and Regulations*.

c. ~~Building and Site Design—Building renovations, new construction and site improvements shall be designed to reflect the residential character of the neighborhood to the maximum extent practical.~~

Building and Site Design – To the maximum extent feasible, building renovations, new construction, and site improvements shall be designed to exhibit qualities of New England residential architecture and be consistent with the Medway Design Guidelines. This shall be determined through the site plan review and approval process.

And to amend the Medway Zoning Map by rezoning the following parcels from Agricultural Residential II District zoning to Business Transition District zoning as shown on a map on file with the Town Clerk:

1.38 acre parcel at 32 Summer Street (Berry's Greenhouse) - Medway Assessor's parcel 56-041

.09 acre parcel at 37 Summer Street (Alexander) - Medway Assessor's parcel 56-017

.67 acre parcel at 35 Summer Street (Alexander) - Medway Assessor's parcel 56-018

.42 acre parcel at 33 Summer Street (Notturmo) - Medway Assessor's parcel 56-019

.34 acre parcel at 31 Summer Street (PMAM Group LLC) - Medway Assessor's parcel 56-020

1.25 acre parcel at 38 Milford Street (Buchmiller & Mahaney) – Medway Assessor’s parcel 46-048

And to amend SECTION IV. DISTRICTS by adding Business Transition to the list of Medway zoning districts.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

## **Proposed Annual Town Meeting Article**

### **Exelon PILOT**

To see if the Town will vote to authorize the Board of Selectmen and Town Administrator to negotiate an agreement with Exelon West Medway, LLC and/or Exelon West Medway II, LLC (Exelon) for payments in lieu of taxes for the new generation facilities proposed to be constructed and installed at Exelon's existing West Medway Generating Site on Summer Street, or act in any manner relating thereto.



**TOWN OF MEDWAY  
COMMUNITY PRESERVATION COMMITTEE  
155 VILLAGE STREET  
MEDWAY, MASSACHUSETTS 02053**

**ARTICLE FOR ANNUAL TOWN MEETING WARRANT  
May 11, 2015**

**ARTICLE:** To act on the report of the Community Preservation Committee for the Fiscal Year 2016 Community Preservation budget and to appropriate or reserve for later appropriations monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the payment of debt service, the undertaking of Community Preservation projects and all other necessary and proper expenses for the Fiscal Year 2016 or take any other action relative thereto.

**MOTION:** I move that the town vote to appropriate or reserve from Community Preservation Fund annual revenues or available funds the amounts recommended by the Community Preservation Committee for committee administrative expenses, debt service, Community Preservation projects and other expenses in Fiscal Year 2016, with each item to be considered a separate appropriation.

<u><b>PURPOSE</b></u>	<u><b>RECOMMENDED AMOUNT</b></u>	<u><b>SOURCE</b></u>
<b>Appropriation</b>		
<b>CPC Administrative</b>		
Expenses	Salaries	\$ 5,000
	Supplies	\$ 15,000
	Principal on Long Term Debit	\$347,600
	Interest on Long Term Debit	\$136,453
<b>Community Housing</b>	\$32,500	Annual Revenues
	\$ 22,300	Transfer to Affordable Housing Trust for Community Housing Coordinator
	\$ 8,000	for Legal Fees
	\$ 2,200	for Administrative
<b>Reserves</b>		
Open Space	10% of Available Funds \$89,774	Annual Revenues
Community Housing	10% of Available Funds \$57,274 (\$89,774 - \$32,500)	Annual Revenues
Historical Preservation	10% of Available Funds \$89,774	Annual Revenues

# AGENDA

## ITEM #10

### Approval – One-Day Liquor License Applications

- a. Dan Hooper – Thayer Homestead –  
Apr. 25, 2015
- b. Aileen Keaney – Thayer Homestead  
– May 2, 2015

*Associated back up materials attached.*

- a. Hooper application and Police Dept. recommendation
- b. Keaney application and Police Dept. recommendation

**Proposed motion:** I move that the Board approve one-day wine and malt licenses for Mr. Hooper and Ms. Keaney for April 25<sup>th</sup> and May 2<sup>nd</sup> events at the Thayer Homestead.



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.

All Alcohol \_\_\_\_\_ Wine and Malt

Event BIRTHDAY PARTY

Name of Organization/Applicant DAN HOOPER

Address 6 NAUMKEAG ST.

FID# \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Email \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N

Attach non-profit certificate of exemption

Event Location TRAYER HOMESTEAD - HALL

Event Date 4/25/15, SAT.

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

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance 40-50

Will there be an age restriction? Y \_\_\_\_\_ N

Minimum age allowed:

How, where and by whom will ID's be checked? MYSELF & MY WIFE KATHY WILL VERIFY AGES

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 COORDINATED "TASTE OF MERRYWAY"

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

Date of Application 2/20/15

Applicant's Signature [Signature]

Applicant's Name DAN HOOPER

Address (SAME AS ABOVE)

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

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

Police Department \_\_\_\_\_ Date  
315 Village St

Fire Department \_\_\_\_\_ Date  
44 Milford St

Board of Health \_\_\_\_\_ Date  
Town Hall, 2<sup>nd</sup> Fl

Building Department \_\_\_\_\_ Date  
Town Hall, 1<sup>st</sup> Fl



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 23, 2015

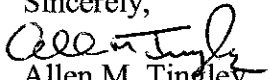
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

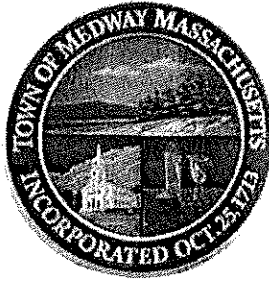
I have reviewed the request from Dan Hooper for a one day liquor license for a birthday party, to be held at the Thayer House, 2B Oak Street, on April 25, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer is to be purchased from a licensed alcohol 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

**Board of Selectmen**

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



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

KKisty@townofmedway.  
okcf

**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol Beer + wine Wine and Malt \_\_\_\_\_

Event First Communion

Name of Organization/Applicant Aileen C. Kearney

Address 7 Causeway St Medway, MA 02053

SS# or FID# \_\_\_\_\_

Phone \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N \_\_\_\_\_

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date May 2, 2015

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

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance ~50 (which includes children)

Will there be an age restriction? Y \_\_\_\_\_ N    
 Minimum age allowed: \_\_\_\_\_

How, where and by whom will ID's be checked? N/A

Is there a charge for the beverages? Y \_\_\_\_\_ N    
 Price structure: \_\_\_\_\_

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

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y \_\_\_\_\_ N \_\_\_\_\_

Experience \_\_\_\_\_

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

Date of Application 3/11/15

Applicant's Signature [Signature]

Applicant's Name Aileen O'Keefe

Address 7 Cambridge St Medway, MA

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Police Department \_\_\_\_\_ Date \_\_\_\_\_  
315 Village St

Fire Department \_\_\_\_\_ Date \_\_\_\_\_  
44 Milford St

Board of Health \_\_\_\_\_ Date \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl

Building Department \_\_\_\_\_ Date \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 13, 2015

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- First Communion Party

I have reviewed the request from Aileen Keaney for a one day liquor license for a first Communion Party, to be held at the Thayer House, 2B Oak Street, on May 2, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer is to 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,

A handwritten signature in black ink that reads "Allen M. Tingley". The signature is written in a cursive style with a prominent flourish at the end.

Allen M. Tingley  
Chief of Police



# AGENDA

## ITEM #11

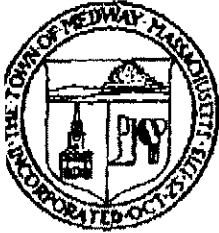
### **Approval – Public Event Permits**

- a. Christina Clarke Genco Foundation Ride – May 10, 2015**
- b. Tri-State Trek – Jun. 26, 2015**
- c. Turkey Trot – Nov. 26, 2015**

*Associated back up materials attached.*

- a. CCG Foundation Mother's Day Memorial Ride application and Police Dept. recommendation
- b. Tri-State Trek application and Police Dept. recommendation
- c. Turkey Trot application and Police Dept. recommendation

**Proposed motion:** I move that the Board approve permits for these fundraising events as presented conditioned upon the fulfillment of the Police Department's recommendations with respect to detail officers.



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

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

Today's Date: 3/24/2015

Applicant Name: The Christina Clark Genco Foundation

Applicant's Organization: Caroline Genco

Contact Name: Caroline Genco

Address: 54 Lakewood Rd Nantux MA 02461

Telephone # \_\_\_\_\_ Email: \_\_\_\_\_

Event Date and Hours: May 10, 2015 8AM - 4PM

Location of Event: (Must provide written permission of property owner)  
City Hall Town of Nantux, 1000 Commonwealth Ave

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location: Start & Finish

Complete Route for Ride is found on our website

[Attach map of route] ccyfoundation.org

Description of Event and Proposed Activities: See Attached Fact Sheet

Bike Ride - through portions of Medway

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

300 Total for 4 Routes -

Audience/Spectator Estimate: \_\_\_\_\_ Volunteers 10 - in Medway MA

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

Police have been notified of Route as in previous years -

611-969-1300

Insurance Information: RL Tennant Insurance Agency

Issuing Company: 1149 Washington St Newton MA 02460

Public Liability Coverage Limit: Each occurrence 1million - general aggregate - 3million

**Requirements:**

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

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

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

**If fundraising:**

Provide evidence of non-profit status

Estimated expenses: NA

Estimated profit: NA

**Describe how proceeds will be expended:**

Proceeds will be used for Bike Safety Fund  
See [ccgfoundation.org](http://ccgfoundation.org)

Applicant, By: Caroline Genco  
Signature

Caroline Genco President  
Print Name, Title

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

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

**The Christina Clarke Genco Mother's Day Memorial Ride  
Sunday, May 10, 2015**

The fourth annual Christina Clarke Genco Mother's Day Memorial Ride will be held on May 10, 2015 to support the Christina Clarke Genco Foundation. The memorial ride will commemorate Christina Genco's life and raise funds for the three CCF Foundation funds listed below. Christina was the Group Leader and was on her second service trip with Bike & Build, riding her bicycle across the U.S. to raise funds and awareness for affordable housing, when a tragic accident took her life at the age of 22. Christina's short journey through life was driven by her passion for helping others. She will always be remembered for her gentle spirit, athleticism, creativity, and commitment to making a difference in the world at such a young age.

**About the CCG Foundation**

The mission of the Christina Clarke Genco Foundation is to inspire youth through athleticism and community service. We encourage young people to channel their energy towards the development of skills and personal qualities that will enhance their life. We believe in encouraging a generation to find their passion- while making a difference in their communities, and enhancing the well being of their friends and families.

The Foundation concentrates on 3 established funds: 1) Affordable Housing; 2) Athletic Scholarship; and 3) Safe Biking. The Affordable Housing Fund provides volunteer and financial support to affordable housing organizations for the construction of homes. The Athletic Scholarship Fund provides recipients with an award to cover the costs for their participation in team sports and, in return, the recipients make a commitment to pursue volunteer activities in service to their community. The Safe Biking Fund implements safety education and awareness for drivers and cyclists, distributes bicycle maps, safety packets, and safety equipment to local residents and college students.

**About the Ride**

The 2012, 2013, and 2014 Mother's Day Memorial Rides were a huge fundraising success with over 300 cyclists and over 100 volunteers coming together for a day of family fun, filled with food, live music, prizes, and the joy of giving back to the community. The majority of funds raised in previous Rides went to support affordable housing projects in partnership with Bike & Build and Habitat for Humanity. The 2015 Mother's Day Memorial Ride will continue in this tradition and will offer routes of varying distances to appeal to riders of different abilities. The distances of the routes reflect the number 34 in honor of Christina's lacrosse jersey number and include the following:

- Family ride – 11AM start
- 17 mile ride- 10AM start
- 34 mile ride- 9AM start
- 68 mile ride- 7:30 AM

The registration fee for the Family ride is per \$35 per family and children under 16 ride free. For the 17, 34, and 68 mile rides the registration fee is \$45 per person. In addition to the registration fee, although not required, we encourage riders to set a personal fundraising goal. All funds raised will support the overall mission of the Foundation. The Mother's Day Ride will begin and end at Newton City Hall. A Safe Biking Clinic will be offered on-site in partnership with Bike Newton ([bikenewton.org](http://bikenewton.org)). Cycle Loft ([cycleloft.com](http://cycleloft.com)) will provide overall logistical support. The ride will coincide with Habitat for Humanity's Women Build Week of 2015.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

**MAR 12 2012**

CHRISTINA CLARKE GENCO FOUNDATION  
INC  
54 LAKEWOOD RD  
NEWTON HIGHLANDS, MA 02461

Employer Identification Number:  
45-2700657  
DLN:  
17053024422022  
Contact Person:  
JACOB A MCDONALD ID# 31649  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
May 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
August 1, 2011  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 26, 2015

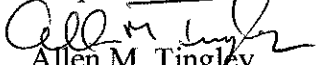
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: CCG Foundation Mothers Day Memorial Ride

I have reviewed the bicycle route mapped out for the CCGF Mothers Day Memorial Ride, scheduled for May 10, 2014. I would approve of the issuing of the permit for this bicycle ride with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the bicycle ride. The two detail officers would be stationed at the intersections of Main and Evergreen Street and Lovering and Holliston Street, to assist the bicycle riders through these two heavily traveled intersections.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



Town of Medway  
Karen Kisty, Operations Manager  
155 VILLAGE ST  
Medway, MA 02053

February 18, 2015

Dear Ms. Kisty,

On **Friday, June 26, 2015**, 200 cyclists will travel through your town on their way from Boston to Greenwich, CT in the 13th annual ALS TDI Tri-State Trek. The event benefits the ALS Therapy Development Institute, a nonprofit biotechnology company based in Cambridge, Massachusetts.

Amyotrophic Lateral Sclerosis (ALS), Lou Gehrig's disease, is a neurodegenerative disorder that paralyzes the body but leaves the mind intact. Patients, on average, live between two to five years. There are currently no effective therapeutics to slow or stop the disease. The ALS Therapy Development Institute is driven by a single, profoundly important goal – to discover viable treatments for ALS as quickly as possible.

Enclosed is a proposed route with the specific date and times that we anticipate to be in your location. Please forward this along to the proper channels. If applicable, we have indicated any rest areas that we are planning to stop at in your town. We have a comprehensive insurance policy for the event that recognizes your town as additionally insured under ALS TDI's insurance. The necessary insurance certificate is attached. Please forward along any permit applications to the address below. You can return these forms via e-mail, fax or regular mail. All my contact is below.

Thank you so much for your time. If you have any questions or concerns please feel free to contact me.

Best regards,

A handwritten signature in black ink, appearing to read "D. Virden".

David Virden  
Senior Development Director  
ALS Therapy Development Institute  
300 Technology Square, Suite 400  
Cambridge, MA 02139  
P: 617.441.7240  
F: 707-760-4429  
E: [dvirden@als.net](mailto:dvirden@als.net)

ALS Therapy Development Institute  
300 Technology Square  
Suite 400  
Cambridge, MA 02139  
[www.als.net](http://www.als.net)



ALS.net

## TRI-STATE TREK

### Town Approval Form

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

I, Dennis Crowley, acknowledge that the ALS TDI Tri-State Trek will be utilizing our roads between June 26<sup>th</sup> and 28<sup>th</sup>, 2015, for the purpose of a charity bicycle ride, benefiting the ALS Therapy Development Institute. The town of Medway has approved the ALS TDI Tri-State Trek's proposed route.

TOWN: Medway

NAME: Dennis Crowley

SIGNATURE: \_\_\_\_\_

TITLE: Chair, Board of Selectmen

DATE: \_\_\_\_\_

PLEASE FAX THIS FORM TO 707-760-4429 (NO COVER LETTER REQUIRED)

OR SCAN AND EMAIL TO [tristatetrek@als.net](mailto:tristatetrek@als.net)



ALS TDI • Tri-State Trek  
Cambridge, MA 02139  
[www.TriStateTrek.com](http://www.TriStateTrek.com)  
(P) 617.441.7211





Holliston	Sign at end	Stop Sign	Central St/Church St. (no street sign)		19.1
Holliston	Straight	Flashing Light	Central Street		
Holliston	Left	Stop Sign	Rte. 104 (Washington St)	Holliston Center	19.8
Holliston	Straight	Circle	Rte. 16		
Holliston	Left	(See Sign elsewhere)	Temple South Turn	<b>BEST STOP #1</b>	23.0
Holliston	Right	Out of Lot	Rte. 16	Back the way You came	
Holliston	Right	Nothing	Squire Street	This turn is actually just before the temple	23.1
Holliston	Left	Stop Sign	Fisher Street		23.9
Holliston	Best Left	Nothing	Fisher Street		



Makeover	Direction	Landmark	Street Name	Notes	Crossing Town Border	Dist. MI
Day One -- Friday, June 27, 2014						
Town	Direction	Landmark	Street Name	Notes		Dist. MI
Wesley	Left		Millard Street			25.6
Wesley	Right	Traffic Light	Summer Street	125 South		26.1
Wesley	Right		Main Street/Hartford Avenue, 128			26.7
Wesley	Bear Left	At Fork	Main Street	Bear left @ Washburn St Fork to Stay on Main St		27.1



Bellingham	Right		Farm Street	at Pizza and Pub	27.6
Bellingham	Left	Nothing	Cedar Hill Road		29.7
Bellingham	Right	Traffic light	Harford Ave		30.0

# CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b> William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> 617 261-6700	<b>FAX (A/C, No):</b> 617 261-6720
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Continental Casualty Company		20443
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**INSURED**  
 ALS Therapy Development Foundation Inc.  
 300 Technology Square  
 Suite 400  
 Cambridge, MA 02139

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			5094788568	12/12/2014	12/12/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$EXCLUDED
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

**Evidence of Insurance**

**CERTIFICATE HOLDER**                      **CANCELLATION**

Town of Medway Attn: Town Supervisor 155 Village Street Medway, MA 05053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 16, 2015

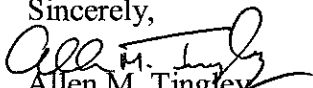
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Tri-State Trek Bicycle Ride

I have reviewed the route the Tri-State Bike Ride will be traveling through the Town of Medway. The bicyclist will travel down Fisher Street and turn left onto Milford Street, right on Summer Street and then right onto Village Street and continue into Bellingham. The bicyclist will be traveling through town on Friday July 26, 2015 between the hours of 6:30AM to 8:30AM. Due to the time of day and the amount of heavy traffic that travels east and west on Milford Street. I would recommend the Tri-State Trek organization hire one detail officer to cover the intersection of Milford and Fisher Street to safely cross the bicyclist onto Milford Street. I will also have the on-duty officers; patrol the bicycle route during the ride to further assure the safety of the bicyclists.

Sincerely,

  
Allen M. Tingley  
Chief of Police

**From:** Chuck Dwyer  
**Sent:** Tuesday, March 24, 2015 8:51 PM  
**To:** Allison Potter  
**Cc:** Karen Kisty  
**Subject:** FW: request for approval

Dear Allison,

This e-mail is to request approval from the town of Medway to hold a the fifth annual Medway Turkey Trot 5K (3.1 mile) road race on Thanksgiving morning, Thursday November 26, 2015.

The organizers are very proud to have built a well-received community event these past several years, and look forward to continuing the tradition. A recap of last years' race follows:

- \* Just over 1,200 runners and volunteers participated, over 50% of which were from Medway
- \* The race began promptly at 7:30, and the premises were vacated by 9:00 am. The majority of participants were off the high school property by 8:30. The transition to parking for the football game was seamless.
- \* Parking lot was well staffed with volunteers and traffic flow was good beginning and end. Some runners did utilize the adjoining neighborhood for parking.
- \* The school gym was utilized for registration and warm-ups, and will be utilized going forward.

Other background and details are as follows:

\* The sponsoring organization, Medway Turkey Trot, is a "Community Organization" and has applied for 501 (c) 3 status. The organization members are listed below.

\* The next race will be held Thursday November 26th, 2015. Start time is 7:30am, and time allotted including set-up and cleanup will be 5:45am to approximately 9:15am, with runners - and all but a few vehicles - vacating by 8:30.

\* The race will begin and end on Adams Street behind Medway High School. The parking lot will be utilized for runner and volunteer parking, and registration will be held in the gym. Runners will access the course through the Adams Street access road.

\* The course will be the same. Runners will begin on Adams and proceed to Winthrop, go left to Lovering, left onto Longmeadow, left onto Summer and left on Adams back to the HS access road. All turns were manned by police detail and/or volunteers and the course was well marked

with temporary signage.

\* In addition to morning of registration, we will hold pre-race registration and number pick up the weekend prior to the race at the High School.

\* Participation will be weather dependent, but expectations are for a range of 1,200 participants including volunteers.

Thank you for your assistance and your consideration.

Respectfully Submitted,

David Consigli  
Charles Dwyer:  
[charles.dwyer@](mailto:charles.dwyer@)  
Steve Houde  
David Lorenzen  
Charles Wright



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 26, 2015

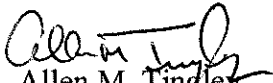
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Medway Turkey Trot

I have reviewed the running route, mapped out for the Medway Turkey Trot 5K road race scheduled for November 26, 2015. I would approve of the issuing of the permit with the stipulation that four detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race. The four detail officers would be used to control the traffic in front of the runners and behind the runners during the race, along with briefly closing down sections of Winthrop Street and Lovering Street, due to the large number of runners.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



# **AGENDA ITEM #12**

**Discussion – Playgrounds**

*No associated back up materials.*

# **AGENDA**

## **ITEM #13**

### **Action Items from Previous Meetings**

*Associated back up materials attached.*

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/M. Boynton	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.); Mtg of Cable Advisory Com	BOS	Verizon notice received; Adv Com to meet in spring 2015
5	3/16/2015	Net-metering - Charles River	J.Foresto/S.Mercande	Ongoing
6	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
7	7/28/2014	Zoning Bylaw recodification	SAC/Judi Barrett	Annual Town Meeting
8	7/28/2014	DPS Facility Study	G. Trindade	Ongoing
10	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Annual Town Meeting
11	2/24/2015	Thayer House project close out	Thayer Bldg Com	In Process
12	2/24/2015	\$1.1 mil environmental bond bill; Allocate funds to have design and engineering of project at Choate	TA/BOS	Fall Town Meeting
13	2/28/2015	Database of searchable minutes	TA/IS	
14	2/28/2015	Police Dept real time access to School surveillance system; ID recording maintenance responsibilities	TA/Supt. of Schools	
15	2/28/2015	Recommendation for proposed ALS program for EMS	TA/Fire Chief	
16	2/28/2015	Detailed water/sewer rate analysis by rate class; five-year projection	TA/DPS	

# **AGENDA**

## **ITEM #14**

### **Approval of Warrants**

*Warrants to be provided at meeting.*

# **AGENDA**

# **ITEM #15**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #16**

**Selectmen's Reports**