

## **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**

**June 1, 2015, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

#### Other Business

1. Reorganization of the Board – Chair, Vice Chair, Clerk
2. Appointment – Eric Arbeene – Zoning Board of Appeals
3. Annual Committee Appointments: List Follows Agenda
4. Update – Paving Schedule
5. Approval – Amendment #1 to Paving Contract – Lorusso Corp.
6. Change Order – Gravity Construction Contract for Village and Adams Streets Water Main Replacement - \$11,610.52
7. Review Municipal Comment Letter to MassHousing – Proposed Timber Crest LLC Affordable Housing Development
8. Approval – One-Day Liquor License Applications
  - a. Lisa Johnson – Thayer Homestead – June 14, 2015
  - b. Nancy Sheppard – Thayer Homestead – June 28, 2015
  - c. Jenny Kangis – Thayer Homestead – August 2, 2015
  - d. Jacqui Olsen – Thayer Homestead – August 8, 2015
  - e. Phyllis Dunn – Thayer Homestead – August 9, 2015
9. Approval – Cystic Fibrosis Foundation Cycle for Life Bicycle Tour – Oct. 3, 2015
10. Action Items from Previous Meeting
11. Approval of Warrants
12. Town Administrator's Report
13. Selectmen's Reports

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Upcoming Meetings, Agenda and Reminders

June 15, 2015 ---- Regular Meeting

	FY2016		
BOARD	OPENINGS	NAME	ACTION NEEDED
Representative to Charles River Pollution Control District	2		
		Douglas Downing	Reappoint for a three year term
Representative to Metropolitan Area Plan Council	1		
		Stephanie Mercandetti	Appoint for a one year term
Representative to SWAP, Citizen-at-large	1	Vacant	Advertise for one vacancy
Affordable Housing Committee	1		
		Alison Slack	Reappoint for a two year term
Board of Assessors	1		
		Vacant	Advertise for one vacancy
Capital Improvement Program Comm	1		
		Vacant	Advertise for one vacancy
Cemetery Commission	3		
		Bruce Hamblin	Reappoint for one year term
		Jeanne Johnson	Reappoint for one year term
		Vacant	Advertise for one vacancy
Community Preservation Committee	1		
		David Kaeli	Reappoint for a three year term
Conservation Commission	4		
		David Travalini	Reappoint for a three year term
		Vacant	Advertise for three vacancies
Council on Aging	3		
		Mary Anderson	Reappoint for a three year term
		Veronica Clark	Reappoint for a three year term
		Paul DeSimone	Reappoint for a three year term
Department of Public Services Facility Building Committee	9		
		Lawrence Ellsworth	Appoint for a three year term
		Timothy Harris	Appoint for a three year term
		Paul Mahoney	Appoint for a three year term
		John Robinson	Appoint for a three year term
		Glenn Trindade	Appoint for a three year term
		Vacant	Advertise for four vacancies?
Educational Fund Committee	1		
		Vacant	Advertise one vacancy
Evaluation of Parks, Fields and Recreational Areas	6		
		Mark Diebus	Reappoint for a one year term
		Richard D'Innocenzo	Reappoint for a one year term
		Michael Francis	Reappoint for a one year term
		Robert Pearl	Reappoint for a one year term
		Ross Rackliff	Reappoint for a one year term
		Vacant	Advertise for one vacancy
Historical Commission	3		
		Mark Wilcox	Reappoint for a three year term
		Vacant	Advertise for two vacancies
Medway Cultural Council	2		
		Robert Wilson	Reappoint for a three year term
		Vacant	Advertise for one vacancy
Medway Pride Day Committee	5		
		Vacancies (5)	Advertise for five vacancies
Memorial Committee	9		
		Peter Ciolek	Reappoint for a one year term
		Douglas Downing	Reappoint for a one year term
		John Lamey	Reappoint for a one year term
		Michael Matondi	Reappoint for a one year term
		Richard Parrella	Reappoint for a one year term
		Robert Saleski	Reappoint for a one year term
		Francis Saunders	Reappoint for a one year term
		Allen Tingley	Reappoint for a one year term
		Paul Trufant	Reappoint for a one year term
		Richard Keough (honorary)	
Thayer Property Governance Committee	3		
		Dennis Crowley	Reappoint for a one year term
		John Foresto	Reappoint for a one year term
		Carl Rice	Reappoint for a one year term
Town Wide Energy Committee	2		
		Carey Bergeron	Reappoint for a four year term
		Lawrence Ellsworth	Reappoint for a four year term

# **AGENDA**

## **ITEM #1**

**Reorganization of Board – Chair,  
Vice Chair, Clerk**

*No associated back up materials.*

# AGENDA

## ITEM #2

### **Appointment – Eric Arbeene – Zoning Board of Appeals**

*Associated back up materials attached.*

- Letter of interest and résumé

**Proposed motion:** I move that the Board appoint Eric Arbeene to the Zoning Board of Appeals for a three-year term.

**From:** Eric Arbeene  
**Sent:** Sunday, May 17, 2015 10:39 PM  
**To:** Stephanie Mercandetti  
**Subject:** Re: ZBA

Ms. Mercandetti:

Please accept this email as a letter of interest in regards to serving on the Medway Zoning Board of Appeals. Having lived in Medway for the past eight years I have had the honor of serving on the Medway Finance Committee from 2008-2011, serving as Committee Chairman in my final year. I thoroughly enjoyed serving on the Finance Committee and giving back to the community in which my wife and I are raising our two children. After having stepped away for a few years I am once again ready to volunteer and serve my community.

My interest in the Zoning Board of Appeals stems from my education and work experience. My education consists of a Bachelor of Arts Degree in Political Science and a Master's of Public Administration from Bridgewater State University and for the past 5 1/2 years I have been employed as a Community Planner for the Old Colony Planning Council in Brockton. There I have been involved in a number of planning projects, studies and programs and have regular communication with fellow planners, community boards and community leaders and have a good understanding of how the planning process and municipal government operate. Additionally, I am also a member of the American Planning Association (APA) and recently earned the APA American Institute of Certified Planners (AICP) designation.

I have attached a copy of my resume for your review.

Thank you,  
Eric Arbeene  
14 Clover Lane

# AGENDA

## ITEM #3

### Annual Committee Appointments

*Associated back up materials attached.*

- List of FY16 Openings
- Letters of interest in reappointment

**Note:** There are no new appointments on this list except for Stephanie Mercandetti for MAPC Rep. The incumbent representative, Andy Rodenhiser, suggested this role be taken on by Ms. Mercandetti. Also, if a letter of interest in not included in the backup material, the incumbent's interest in reappointment was stated verbally.

**Proposed motion:** I move that the Board reappoint the incumbent board and committee members as listed on the summary sheet for the customary terms associated with their respective boards and committees and that Ms. Mercandetti be appointed as the Town's representative to the MAPC.

	FY2016		
BOARD	OPENINGS	NAME	ACTION NEEDED
Representative to Charles River Pollution Control District	2	Douglas Downing	Reappoint for a three year term
Representative to Metropolitan Area Plan Council	1	Stephanie Mercandetti	Appoint for a one year term
Representative to SWAP, Citizen-at-large	1	Vacant	Advertise for one vacancy
Affordable Housing Committee	1	Alison Slack	Reappoint for a two year term
Board of Assessors	1	Vacant	Advertise for one vacancy
Capital Improvement Program Comm	1	Vacant	Advertise for one vacancy
Cemetery Commission	3	Bruce Hamblin	Reappoint for one year term
		Jeanne Johnson	Reappoint for one year term
		Vacant	Advertise for one vacancy
Community Preservation Committee	1	David Kaeli	Reappoint for a three year term
Conservation Commission	4	David Travalini	Reappoint for a three year term
		Vacant	Advertise for three vacancies
Council on Aging	3	Mary Anderson	Reappoint for a three year term
		Veronica Clark	Reappoint for a three year term
		Paul DeSimone	Reappoint for a three year term
Department of Public Services Facility Building Committee	9	Lawrence Ellsworth	Appoint for a three year term
		Timothy Harris	Appoint for a three year term
		Paul Mahoney	Appoint for a three year term
		John Robinson	Appoint for a three year term
		Glenn Trindade	Appoint for a three year term
		Vacant	Advertise for four vacancies?
Educational Fund Committee	1	Vacant	Advertise one vacancy

Evaluation of Parks, Fields and Recreational Areas	6	Mark Diebus	Reappoint for a one year term
		Richard D'Innocenzo	Reappoint for a one year term
		Michael Francis	Reappoint for a one year term
		Robert Pearl	Reappoint for a one year term
		Ross Rackliff	Reappoint for a one year term
		Vacant	Advertise for one vacancy
Historical Commission	3	Mark Wilcox	Reappoint for a three year term
		Vacant	Advertise for two vacancies
Medway Cultural Council	2	Robert Wilson	Reappoint for a three year term
		Vacant	Advertise for one vacancy
Medway Pride Day Committee	5		
		Vacancies (5)	Advertise for five vacancies
Memorial Committee	9	Peter Ciolek	Reappoint for a one year term
		Douglas Downing	Reappoint for a one year term
		John Larney	Reappoint for a one year term
		Michael Matondi	Reappoint for a one year term
		Richard Parrella	Reappoint for a one year term
		Robert Saleski	Reappoint for a one year term
		Francis Saunders	Reappoint for a one year term
		Allen Tingley	Reappoint for a one year term
		Paul Trufant	Reappoint for a one year term
		Richard Keough (honorary)	
Thayer Property Governance Committee	3	Dennis Crowley	Reappoint for a one year term
		John Foresto	Reappoint for a one year term
		Carl Rice	Reappoint for a one year term
Town Wide Energy Committee	2	Carey Bergeron	Reappoint for a four year term
		Lawrence Ellsworth	Reappoint for a four year term



# **AGENDA**

## **ITEM #4**

### **Update – Paving Schedule**

*Associated back up materials attached.*

- Paving schedule

**ROADWAY PAVING PROJECTS**

**FY'2015 Roadway Funds (as of 5/13/15)**

	<u>Article Funds</u>	<u>Ch. 90 Funds</u>	<u>TOTAL</u>	<u>NOTES</u>
Carryover	\$ 656,919	\$ 258,861		<i>Carry Forward from Prior Years FY'15 Allotment (Includes NEW Ch. 90 Allocation of \$200k)</i>
Chapter 90 Pending FY'15		\$ 603,419		
Articles:	\$ 650,000			
Village Street Water Funds	\$ 168,707			
Adams Street Water Funds:	\$ 155,725			
Claybrook II Bond	\$ 42,190			
Chapter 90 Winter Recovery 2014		\$ 60,342		
Chapter 90 Winter Recovery 2015		\$ 60,342		
<b>Total Available Funds:</b>	<b>\$ 1,673,541</b>	<b>\$ 982,964</b>	<b>\$ 2,656,505</b>	

**Projects Completed/In Process (PAID)**

Chapter 90 Winter Recovery 2014		\$ 60,342	
Chapter 90 Winter Recovery 2015		\$ 60,342	
West Street	\$ 685,600		
Virginia Rd Drainage	\$ 32,500		
Kenney Drive	\$ 41,300		
Walker St	\$ 9,400		
Large Patch Repairs-Var. Main Roads	\$ 181,450		
Holliston/Wildbrook Crackseal	\$ 13,400		
Sidewalk-Oakland/Main/Design	\$ 7,800		
Brundages Corner Repairs Design	\$ 4,300		
Village St - Reclaim Main to Cottage	\$ 510,000		
Village Street Drainage Improvements	\$ 5,100		
Adams St.	\$ 42,500		
<b>Total Paid/In Process:</b>	<b>\$ 1,533,350</b>	<b>\$ 120,684</b>	<b>\$ 1,654,034</b>

**Committed FUNDS For Projects**

Equipment Lease		\$ 29,000	
RT 109 Design		\$ 200,000	
RT 109 Appraisal/ROW Acquisition		\$ 400,000	
<b>Total Committed &amp; Unavailable:</b>	<b>\$ -</b>	<b>\$ 629,000</b>	<b>\$ 629,000</b>

**Current & Proposed Funding Status**

<b>Total Available Funding As Of May 15.</b>	<b>\$ 140,191</b>	<b>\$ 233,280</b>	<b>\$ 373,471</b>
<b>May Annual Town Meeting Articles</b>	<b>\$ 400,000</b>		
<b>Total Available Funding:</b>	<b>\$ 540,191</b>	<b>\$ 233,280</b>	<b>\$ 773,471</b>

**Proposed New Projects For FY'15/16 Season** (Updated 5/13/15)

Adams St - Reclaim Entire Length	\$ 468,000		
Various Patch Repairs*	\$ 50,000		<i>* Seasonal work will be adjusted to not overspend.</i>
Chipseal Wildbrook, Old Colony, & Summit	\$ 42,190		
Memorial School Driveway/Parking (Replaces Brundage Cnr)	\$ 160,000		
<b>Total Proposed:</b>	<b>\$ 720,190</b>	<b>\$ 720,190</b>	

**TOTAL REMAINING ROAD FUNDS POST MAY ATM**      \$ -      \$ 53,281

**Fall Town Meeting Funding Schedule**

Carryover:	\$ 53,281	\$ -	
Estimated Chapter 90 FY'16		\$ 403,000	
<b>Total Available Budget:</b>	<b>\$ 53,281</b>	<b>\$ 403,000</b>	<b>\$ 456,281</b>

**Priority Project Awaiting Funding**

Village St - Mill & Overlay Cottage to Millis Line	\$ 687,000		
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Brundages Corner Culvert Re-Construction	\$	150,000
Oakland Street/Main Street Sidewalk Project	\$	450,000

(Necessary To Hold Until Fall To Verify Continuing Allocation)  
(Necessary To Hold Until Fall To Verify Continuing Allocation)

Streets listed have a pavement condition index of 50 or lower as of spring 2014. All roads need to be reassessed before final plans are made. With certainty, roads will be added and removed from this list.

Several roads are being evaluated for future water main replacement. Resurfacing should be delayed until final plans are made.

<b>Projects Proposed</b>	<b>Funding Source</b>
ALGONQUIN AVENUE	TBD
AZALEA DRIVE	TBD
BROKEN TREE ROAD	TBD
CAROL LANE	Water Mains Future
CIDER MILL ROAD	TBD
CLARK STREET	TBD
COFFEE STREET	TBD
COLE AVENUE	TBD
DOGWOOD LANE	TBD
GORWIN DRIVE	Water Mains Future
HIGHLAND STREET	Water Mains Future
HILL STREET	TBD
INDIAN CREEK ROAD	TBD
KAREN AVENUE	Water Mains Future
LEE LANE	Water Mains Future
LONGMEADOW LANE	TBD
LOVERING STREET	TBD
MAIN STREET	State Project Partial
MALLARD DRIVE	TBD
MANSION STREET	TBD
MAPLE STREET	Water Mains Future
MEMORY LANE	TBD
MERYL STREET	Water Mains Future
OAK STREET	TBD
PADDOCK LANE	TBD
PINE NEEDLE DRIVE	TBD
ROBIN CIRCLE	Water Mains Future
SADDLE HILL ROAD	TBD
SANFORD STREET	TBD
VIRGINIA ROAD	Water Mains Future
WARDS LANE	TBD
WILDWOOD ROAD	TBD
CLAYBROOK FARMS II	P&EDB BOND
CRESTVIEW AVENUE	***
GABLE WAY	***
HOLLISTON STREET	***
*** Possible Rubber Chip Seal Treatment	

**Other Work**

Sidewalk Design		\$	20,000
Sidewalk Construction-Oakland St.	(Not estimated yet)	\$	120,000
Sidewalk Construction-North St.	(Not estimated yet)	\$	80,000

# AGENDA

## ITEM #5

### Approval – Amendment #1 to Paving Contract – Lorusso Corp.

*Associated back up materials attached.*

- Amendment #1
- Original contract

**Note:** The Town's Invitation For Bid (IFB) for paving was based on unit pricing, with quantity to be determined. This amendment changes the contract language to accurately reflect unit pricing, as bid, rather than a total sum.

**Proposed motion:** I move that the Board authorize the Chairman to execute Amendment #1 to the Town's paving contract with Lorusso Corp., as presented.

FIRST AMENDMENT TO  
AGREEMENT BETWEEN  
THE TOWN OF MEDWAY  
AND LORUSSO CORPORATION

This First Amendment to the Agreement for Bituminous Concrete Paving between the Town of Medway and Lorusso Corporation dated April 7, 2014 (“Agreement”) is made on this \_\_\_ day of June, 2015, as follows:

1. Change ARTICLE 4: CONTRACT SUM to read as follows (additions in **bold**, deletions in ~~strikethrough~~):

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per the Contractor’s proposal, **subject to appropriation of funds**. Services to be ordered by individual release by authorized personnel only. Quantities may vary. ~~Total Contract amount shall not exceed \$700,000.00 (seven hundred thousand and 00/100 dollars).~~

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

**CONTRACTOR: Lorusso Corporation**

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

By: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**Corporate Seal:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
**Thomas Holder, Director**  
**Department of Public Service**

\_\_\_\_\_  
**Town Counsel**  
**Dated:** \_\_\_\_\_

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

**Funding Source:**

\_\_\_\_\_  
**Town Accountant**  
**Dated:** \_\_\_\_\_

**Account:**

**AGREEMENT BETWEEN  
TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for (Bituminous Concrete Paving) (hereinafter referred to as the "Services"), by and between Lorusso Corporation, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 3 Belcher Street, Plainville, MA 02762, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: 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 contractor
- 2) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal dated February 21, 2014 for bid opening.
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses 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.

**ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

- (a) This service agreement is effective as of the date of execution above and shall remain in effect until December 31, 2015.

**ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$700,000.00 (seven hundred thousand and 00/100 dollars).

## **ARTICLE 5: PAYMENT**

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.

## **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) 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 (14) 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 and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

## ARTICLE 8: NOTICE

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:**  
Tom Holder, DPS Director  
Town Hall  
155 Village Street  
Medway, MA 02053

**Contractor:**  
David Leighton  
Vice President  
Lorusso Corporation.  
3 Belcher Street  
Plainville, MA 02762

## ARTICLE 9. INSURANCE

- a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named 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. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured**
- 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.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond 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.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation 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. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.



- c) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 12: PREVAILING WAGE RATES**

The CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Contract.

#### **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price for payment of labor and materials used to carry out the Contract.

#### **ARTICLE 14: GUARANTEE OF WORK**

- (a) If, upon completion of any work release, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

#### **ARTICLE 15: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

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

#### **ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

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

#### **ARTICLE 17: 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 as part of Exhibit B. 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. G.L.c. 62C, Section 49A, CONTRACTOR certifies under the penalties of perjury that, to the best of the CONTRACTOR's knowledge and belief, 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.

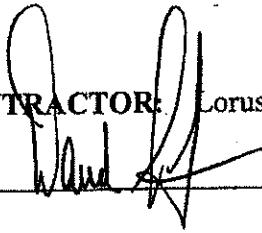
#### **ARTICLE 18: CORPORATE CONTRACTOR**

The CONTRACTOR 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. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

**ARTICLE 19: GENERAL LAWS**

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

CONTRACTOR:  Lorusso Corporation  
By: \_\_\_\_\_

Date: 4/22/14

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.

CONTRACTOR: Lorusso Corporation

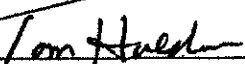
TOWN OF MEDWAY  
By its Board of Selectmen

By: 


Title: DAVID S. LEIGHTON, VICE PRES


Corporate Seal:

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

 3.20.14  
Thomas Holder - Director  
Department of Public Service

Approved As To Form

  
Town Accountant  
Dated: 4/2/14

  
Town Counsel  
Dated: 3/31/14

Funding Source:

Account: 10, % 00134222-5482  
90% 0242102-5258

Exhibit B

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, David S. Leighton, Vice Pres authorized signatory  
(Name and Title)

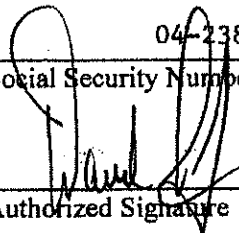
for Lorusso Corporation, whose principal  
(Name of Contracting Party)

place of business is at, 3 Belcher St Plainville, MA 02762 do hereby certify

under the pains and penalties of perjury that Lorusso Corporation  
(Name of Contracting Party)

has complied with all the laws of the Commonwealth relating to taxes.

04-2381567  
Social Security Number or Federal Identification Number

  
Authorized Signature

\_\_\_\_\_  
Corporate Officer (if applicable)

4/22/14  
Date

CERTIFICATE AS TO CORPORATE BIDDER

I Gerard C. Lorusso

Certify that I am Clerk of the

Corporation named as Bidder in the within Bid Form that David S. Leighton

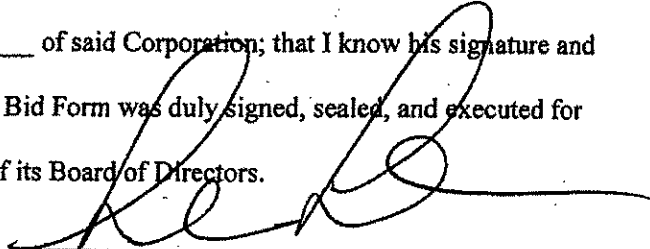
who signed said Bid Form on behalf of the Bidder was then

Vice President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)



\_\_\_\_\_

(Signature)

Clerk

(Title)

This Certificate must be completed where the Bidder 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 AUTHORITY**

(to be filed if Contractor is a Corporation)

I, Gerard C. Lorusso, hereby certify that I am the duly qualified and acting  
(Secretary of the Corporation)

Secretary of Lorusso Corporation and I further certify that at  
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 1/6/14,  
(Date of Meeting)

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

VOTED:

To authorize and empower

David S. Leighton  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

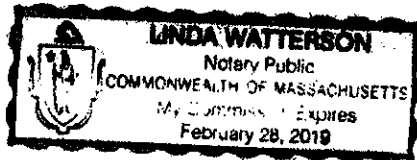
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]  
(Secretary of Corporation)

A True Copy:

Attest: Linda Waterson  
(Notary Public)

My Commission Expires: 2/28/19  
(Date)



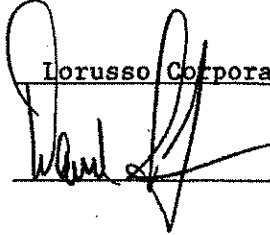
**CERTIFICATE OF NON-COLLUSION**

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:

Lorusso Corporation

Signature:



Name of Person signing Bid:

David S. Leighton





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2014

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> The Driscoll Agency, Inc. 93 Longwater Circle P.O. Box 9120 Norwell MA 02061	<b>CONTACT NAME:</b> Joan Kenney Boylan <b>PHONE (A/C, No, Ext):</b> 781-421-2480 <b>FAX (A/C, No):</b> 781-421-2481 <b>E-MAIL ADDRESS:</b> jboylan@driscollagency.com	
	<b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> Lorusso Corp. 3 Belcher Street Plainville MA 02762	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Starr Indemnity & Liability Company	<b>NAIC #</b> 38318
	<b>INSURER B:</b> Travelers Property Casualty Co of A	<b>NAIC #</b> 25674
	<b>INSURER C:</b> Old Republic General Ins Corp	<b>NAIC #</b> 24139
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

### COVERAGES

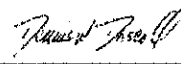
CERTIFICATE NUMBER: 1794149887

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 ISUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC		A2CG02081402	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A2CA02081402	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0		1000020604	1/1/2014	1/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below		A2CW02081402	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Risks of Direct Physical Loss, 80% Coins. \$1,000 Deduct RC.		QT660221D3093TIL14	1/1/2014	1/1/2015	Leased/Rented Equipment 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE; Bituminous Concrete Paving  
 Town of Medway included as an Additional Insured for Automobile Liability on a Primary and See Attached...

<b>CERTIFICATE HOLDER</b>  TOWN OF MEDWAY 155 VILLAGE STREET MEDWAY MA 02053	<b>CANCELLATION</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  

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Driscoll Agency, Inc.		NAMED INSURED Lorusso Corp. 3 Belcher Street Plainville MA 02762	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Non-Contributory Basis for the conduct of the (Named) Insured, but only to the extent of that liability, as required by a signed written contractor or agreement with the Named Insured.

Town of Medway is included as Additional Insured for General Liability as required by a signed, written contract, or agreement with the Named Insured.

**PERFORMANCE BOND**

Bond No. 106027504

KNOW ALL MEN BY THESE PRESENTS that:

Lorusso Corporation, 3 Belcher Street, Plainville, MA 02762  
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Travelers Casualty and Surety Company of America, 350 Granite Street, Suite 1201, Braintree, MA 02184  
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

Town of Medway, Town Hall  
155 Village Street, Medway, MA 02053 as oblige, in the sum of

SEVEN HUNDRED THOUSAND AND NO/100THS dollars  
(Contract amount)

(\$ 700,000.00 ), for payment whereof Contractor and Surety bind themselves,  
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated April 22nd, 2014, entered into a contract with the Town of Medway for Bituminous Concrete Paving in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect. The surety hereby waives notice of any alteration or extension of time made by the Town of Medway and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Town of Medway to be in default under the Contract, the Town of Medway having performed Town of Medway's obligations there under, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with it's terms and conditions, and upon determination by the Town of Medway the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Town of Medway and make available as work progress (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under his paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; by not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

**PERFORMANCE BOND**

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Town of Medway, Massachusetts to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town of Medway, Massachusetts to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town of Medway or successors of Town of Medway.

Signed and Sealed this 22nd day of April, 2014.

Lorusso Corporation  
(Principal)

(Seal)

(Witness) DAVID S. LEIGHTON

Vice Pres

(Title)

Linda Watterson  
(Witness)

Travelers Casualty and Surety Company of America  
**BONDING COMPANY**

By:

Timothy P. Lyons  
(Attorney-in-fact)  
**Timothy P. Lyons**

**PAYMENT BOND**

Bond No. 106027504

KNOW ALL MEN BY THESE PRESENTS that:

Lorusso Corporation, 3 Beicher Street, Plainville, MA 02762

(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Travelers Casualty and Surety Company of America, 350 Granite Street, Suite 1201, Braintree, MA 02184  
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

Town of Medway, Massachusetts as oblige, in the sum of

SEVEN HUNDRED THOUSAND AND NO/100THS dollars  
(Contract amount)

(\$ 700,000.00), for payment whereof Contractor and Surety bind themselves,  
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated April 22nd, 2014, entered into a contract with the Town of Medway for Bituminous Concrete Paving in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor.

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

Signed and Sealed this 22nd day of April, 2014.

Lorusso Corporation  
(Principal)

(Seal)

(Witness) DAVID S. LEIGHTON  
Vice Pres

(Title)

(Witness)

Travelers Casualty and Surety Company of America  
BONDING COMPANY

By:

Timothy P. Lyons  
(Attorney-in-fact)  
Timothy P. Lyons



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223428

Certificate No. 005682973

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of October, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2014.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# AGENDA

## ITEM #6

### **Change Order – Gravity Construction Contract for Village and Adams Streets Water Main Replacement - \$11,610.52**

*Associated back up materials attached.*

- Change order

**Note:** Change order will be signed by Town Accountant prior to meeting.

**Proposed motion:** I move that the Board approve the change order for Gravity Construction in the amount of \$11,610.52 as presented.



**CHANGE ORDER FORM**

SRF Number DWSRF NO. 3768  
Public Entity Town of Medway  
Contract Number 14-1  
Change Order Number 1

Contract Amount (As Bid) \$ 1,093,401.50  
Net Change in Contract Price (this change order) \$ 11,610.52  
Total Adjusted Contract Price (including this and all other change orders) \$ 1,105,012.02

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is \_\_\_\_\_

This change order checked by Cynthia Blandin 3/29/15  
(Chief) Resident Engineer Date

This change order is requested by: Gravity Construction, Inc.

This change order is recommended by: Weston & Sampson Engineers, Inc.

[Signature] 50675 3/20/2015  
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

[Signature] 3/24/15  
Contractor Date

\_\_\_\_\_  
Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: \_\_\_\_\_ Date  
Certification Officer (Auditor, accountant, treasurer)

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

CHANGE ORDER FORM (Continued)

Public Entity Town of Medway, MA

SRF No: DWSRF 3768 Contract No. 14-1 Change Order No. 1

Contract Title: Water Main Replacement FY14

Owner's Name: Town of Medway

Owner's Address: 155 Village Street, Medway MA 02053

Contractor's Name: Gravity Construction, Inc.

Contractor's Address: PO Box 193, Walpole MA 02071

Description of Change

Item 1: Hydrant Installation at Winthrop Street and Adams Street (\$999.86)

Item 2: Excavation and Exploration of Water Mains on High Street at Village Street (\$6,121.85)

Item 3: Installation of new DMH at Village Street and High Street (\$1,556.31)

Item 4: Rental of Message Board, 7/18/14 - 8/17/14 (\$2,932.50)

Reason for Change

Item 1: Existing hydrant was not in working order and was needed in order to make a connection for temporary bypass piping. Hydrant was replaced in order to accomplish this.

Item 2: A shutdown of water mains at this intersection could not be accomplished without additional excavation and exploration of the existing mains.

Item 3: An unrecorded drain line was discovered adjacent a new water service with a hand built drywell. The drywell was replaced with a manhole structure to assure better maintenance access for the future (note: this is not a DWSRF reimbursable item)

Item 4: A message board was requested by the town in order to direct traffic around Adams Street which was shut down during construction.

TOM MURPHY,  
PRESIDENT

# GRAVITY CONSTRUCTION, INC.

Phone (508) 316-1546  
Fax: (508) 316-3348

P.O. BOX 193 S. WALPOLE, MA 02071

Gravity Construction, Inc  
86 Washington St., Unit C2  
Plainville, MA 02762

December 9, 2014

Contract: Village Street and Adams Street Medway  
Water Main Replacement FY14

James Pearson  
Weston and Sampson  
5 Centennial Drive  
Peabody, MA

Dear James:

Attached is the cost breakdowns associated with extra work and materials in association with the Adams Street and Village Street water main replacement project. The included work was requested by the Town of Medway. We are not requesting a time extension for this additional work.

Sincerely,



Thomas P. Murphy  
President

Enclosure

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UTILITY CONTRACTING

SITWORK • SEWER • WATER • DRAINAG • SEPTIC • EXCAVATING

## COST BREAKDOWN

**Item #1**

Date(s):

30-Jun-14

2.5 hrs

Location:

Winthrop St at Adams St Medway

Description:

Installation of hydrant on Winthrop St at Adams Street. Hydrant provided by Town to replace broken hydrant for temporary by-pass piping.

Labor:

Excavator Operator	1	2.50 hrs @	\$	64.67	=	\$	161.68
Truck Driver (4 Axle)		hrs @			=	\$	-
Laborer	2	2.50 hrs @	\$	49.75	=	\$	248.75
						\$	410.43

Payroll Taxes & Insurance:

42.10%      \$    410.43    =    \$    172.79

Equipment:

Tool Truck		2.50 hrs @	\$	35.00	=	\$	87.50
Mini Excavator		2.50 hrs @	\$	65.00	=	\$	162.50
					=	\$	-
						\$	250.00

Subtotal    =    \$    833.21

GC Overhead & Profit:

20.00% of    \$    833.21    =    \$    166.64

**TOTAL    =    \$    999.86**

**Item #2**

Date(s):

19-Sep-14

8.5 hrs

Location:

Winthrop St at Adams St Medway

Description:

Excavation and Exploration of Water mains due to shut down existing water mains on High St at Village St .

Labor:

Excavator Operator	2	8.50 hrs @	\$	64.67	=	\$	1,099.39
Laborer	2	8.50 hrs @	\$	49.75	=	\$	845.75
						\$	1,945.14

Payroll Taxes & Insurance:

42.10%      \$    1,945.14    =    \$    818.90

Equipment:

Cat 311		8.50 hrs @	\$	80.00	=	\$	680.00
L120 Front Loader		8.50 hrs @	\$	95.00	=	\$	807.50
Dump Truck		8.50 hrs @	\$	65.00	=	\$	552.50
Tool Truck		8.50 hrs @	\$	35.00	=	\$	297.50
					=	\$	-
						\$	2,337.50

→  
CONTINUE



GC Overhead & Profit: Subtotal = \$ 5,101.54  
 20.00% of \$ 5,101.54 = \$ 1,020.31

#2 TOTAL = \$ 6,121.85

Item #3

Date(s): November 5, 2014 2.5 hrs

Location: Winthrop St at Adams St Medway

Description: Installation of new DMH at Village St & High ST. Un-recorded drain line found adjacent to new water service with handbuilt drywell/invert. Manhole required for proper flow and cleaning.

Labor:  
 Excavator Operator 2 2.00 hrs @ \$ 64.67 = \$ 258.68  
 Laborer 2.5 2.50 hrs @ \$ 49.75 = \$ 310.94  
 \$ 569.62

Payroll Taxes & Insurance: 42.10% \$ 569.62 = \$ 239.81

Equipment:  
 Mini Excavator 2.50 hrs @ \$ 65.00 = \$ 162.50  
 Tool Truck 2.50 hrs @ \$ 35.00 = \$ 87.50  
 L120 Loader 2.50 hrs @ \$ 95.00 = \$ 237.50  
 = \$ -  
 \$ 487.50

Materials-Barrel Block

GC Overhead & Profit: Subtotal = \$ 1,296.93  
 20.00% of \$ 1,296.93 = \$ 259.39

#3 TOTAL = \$ 1,556.31

Item #4

Rental of Message Board as requested by town.  
 7/18/14-8/17/14

#4 \$ 2,932.50

Total Cost \$ 11,610.52

# **AGENDA**

## **ITEM #7**

**Review Municipal Comment Letter  
to MassHousing – Proposed  
Timber Crest LLC Affordable  
Housing Development**

*Associated back up materials attached.*

- Draft comment letter

**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**

May 28, 2015

Mr. Gregory P. Watson, AICP  
Manager of Comprehensive Permit Programs  
Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, MA 02108-3110

Re: Application for Project Eligibility Determination/Site Approval  
Timber Crest Estates

Dear Mr. Watson:

On behalf of the Medway Board of Selectmen, thank you for giving us the opportunity to comment on the site eligibility application for Timber Crest Estates in Medway under your review. This proposed 192 unit development consisting of 76 single family homes and 116 condominiums will undoubtedly have impacts on our community, neighborhoods, infrastructure, public safety, and the environment. The Project was reviewed by the various municipal departments and boards and this letter provides, collectively, initial concerns of the Town of Medway that must be addressed as the design, planning and comprehensive permit process moves forward. The Town of Medway was notified of the proposed project upon receiving a copy of the application submitted to your agency. There was no prior communication by the developer nor opportunity for town officials to provide input into the development concept. As you can see with the comments herein, there are several issues regarding suitability of the site and the proposal.

**1. Environmental Concerns:**

The Medway Conservation Commission has jurisdiction in administering and enforcing the Massachusetts Wetlands Protection Act and its Regulation and the Medway General Bylaw Article XXI and its Regulations. Therefore, it is the practice of the Commission to ensure the protection all wetlands resources, which also includes the protection of the Eight Interests of the Act (under the WPA), protection of public and private water supply, protection of ground water supply, flood control, storm damage prevention, prevention of pollution, protection of land containing shellfish, protection of fisheries, and protection of wildlife habitat.

The Conservation Commission has been requested to review a delineation of wetlands resources through the Abbreviated Notice of Resource Area Delineation (ANRAD) filing by

the developer (Mounir Tayara). There is a prior Order of Resource Area Delineation for a portion of the site approved by the Conservation Commission on August 28, 2014. At this time, the present filing remains under review by the Conservation Commission and therefore the wetlands resources have not yet been confirmed. In the interim, the Town offers these comments:

- a. Wetland Resources – The Plans provided by the developer for the ANRAD filing presently show the only wetland resources as Bordering Vegetated Wetlands. During a site visit on April 8, 2015, the Conservation Commission’s Agent and Peer Review staff were reviewing the wetlands delineation line where it was discovered that wetlands were not accurately flagged in the field and require additional work by the applicant’s wetland scientist to correct inaccurate flagging of wetlands. However, through an examination of the Mass GIS data layers and the USGS stream stats, the following resources were found thus far and to our knowledge not all resources have been requested for review under the ANRAD filing but will be reviewed under any subsequent filings for development of the site:
  - i. Bordering Vegetated Wetlands
  - ii. Intermittent Streams (2)
  - iii. Perennial Streams (1)
  - iv. 200’ Riverfront Area
  - v. Certificate Vernal Pool (1)
  - vi. Potential Vernal Pools (5)

The Riverfront Areas has specific provisions under the Massachusetts Wetlands Protection Act (WPA) regulations 310 CMR 10.58. These wetlands resources have not been depicted on the preliminary plans submitted to MassHousing by the developer in determining eligibility under MGL c. 40B.

- b. Regulatory Authorities – The developer has proposed approximately 25,400 square feet of wetlands replication and it is unclear the amount of proposed wetlands alterations. This seems to be for Bordering Vegetated Wetlands only. Any alteration of wetlands over 5, 000 square feet and where it is not filed under 310 CMR 10.53 for a limited project must have wetlands replication at a ratio of 1:1, under 310 CMR 10.55. Additionally, this amount of alterations, filling, dredging will require the following permits for other regulatory authorities:
  - i. Army Corps of Engineers Clean Water Act 404 - Alteration of wetlands 0 - 5,000 square feet requires filing of a Self-Verification Form and any alteration over 5, 000 square feet will requires Pre-Construction Notification (PCN). Developers may be asked to avoid, minimize and mitigate impacts to wetlands resources under a PCN.
  - ii. DEP Water Quality Certification 401 - Required for alteration over 5, 000 square feet.

\*Please note this does not include permits required by the Town of Medway for proposed work within wetland resources and the 0-100’ buffer zone to these wetlands.



- c. Wetlands Replication - It has been documented that wetlands replications are seemingly unsuccessful and are sometimes never completed. With the amount of wetlands replication proposed here being so large in size (over 25,000 square feet) and in sporadic locations around the site, there is a cause for concern and it leaves open the possibility for failure.
- d. Potential Impacts - At this time, the Conservation Commission has not assessed direct wetlands resource impacts for this proposed project and cannot reasonably assess impacts to the 0-100' buffer zone. This is a preliminary application and it is not clear what portion of the buffer zone will be protected to allow for proper protection of the wetland resources.
- e. Wetlands Buffer Zones – With the Town's Wetlands Regulations Section 5.06, there is a provision for a 25' No Disturb Setback and a 75' No Build Setback for work within sensitive areas. Additionally, Section 6: Vernal Pools has a performance standard that does not allow work within 100' of a Vernal Pool without preponderance of evidence that the Vernal Pool will not be affected. This concern for a vegetated buffer for the protection of wetland resources is reflected in the WPA Regulations under 310 CMR 10.53 (1) General Provision, this is for resources listed under 310 CMR 10.02.

The Town would like add that the developer has not presented to MassHousing a complete picture of the environmental conditions at the proposed site. As the project information supplied in the application relative to these conditions is purely lacking, the Town believes the filing of the site eligibility application was premature. Any decision regarding site eligibility must be appropriately delayed until a complete and final wetlands delineation is achieved.

## **2. Infrastructure Impacts and Concerns:**

The Department of Public Services has reviewed the project and provided the following comments as it relates to infrastructure capacity and concerns:

- a. Sewer: The developer proposes to connect to Buttercup Lane and extend the sewer to where the single family portion of the development is to be located. This proposed extension appears to violate the Town's moratorium on sewer extensions, which was put in place due to the Town being at its capacity under its permit with the Charles River Pollution Control District. For the other portion of the development, the developer proposes a force main connection to Fern Path and to connect to the existing private sewer manhole on Fern Path (No. 6 – Narducci Corp) currently utilized by Saint Joseph's Parish. The Town does not permit Force Mains located in the public right of way. Force Main connections shall be made via a pressure-to-gravity manhole located on private property. The developer has not provided evidence to the Town that communication with Narducci Corp has taken place. In addition, there is no information on the E-One low pressure system proposed for six properties off of Winthrop Street nor any sizing or detail for the sewer and proposed sewer pump station provided in the preliminary plans. It is presumed there is a gravity system throughout the development that feeds to the pump station to be pumped via the force main to Fern Path, however this detail is lacking in the information we received.

- b. Water: The developer will need to provide details including materials and sizing of water connections to the Town system. Also, any Operations and Maintenance Plan shall include an annual leak detection survey in accordance with Town program. The project shall include Sensus meters with automated reading capabilities to match system used by Town. Town standard hydrants are to be used as stated and located no greater than 500' from each other. Installation and materials must conform to the American Water Works Association and Town standards as stated. Main line valves are to operate in same direction as Town valves.
- c. The projected water and sewer daily service demands of the proposed development will be needed. These figures will be reviewed and evaluated to determine that the Town's permit thresholds and system capacity can accommodate these additional service needs. Again, any proposed sewer extension here would be a violation of the town-wide sewer moratorium.
- d. Drainage: The developer will need to prove that stormwater runoff from the private roads near Ohlson Circle and Fern Path does not negatively impact public roadways or abutting properties. Also, the same validation will be required for the basement elevations to ensure that they are above high ground water levels and are not subject to flooding or otherwise needing sump pumps. No sump pump connections are allowed to either sewer or drain system. The proposed configuration of deep sump catch basins with tee connection discharge is out of ordinary. The Department of Public Services recommends that the developer consider using a more typical "hooded" discharge.
- e. General: The developer must verify all roads to be privately owned and maintained and that all utilities (water, sewer, drain) will also be privately owned, operated and maintained. The developer is required to consult with the Department of Public Services with respect to trash and recycling services prior to any indication that the Town will provide pick up for these services. In addition, details on snow storage and/or removal is missing and the developer must provide the information to the Town for review.

**3. Fire Protection and Life Safety Concerns:**

In its review, the Fire Department notes a number of issues having to do with fire protection and life safety with the proposed project:

- a. According to National Fire Protection Association Codes and Standards (NFPA) 1 Sections 18.3.1 and 18.4.5, there are provisions relating to water supply and fire flow requirements. The water supply for this area is limited. Some of the buildings proposed are in excess of 4,000 square feet. If one of these buildings were to be involved in a fire, the required water flow for that fire would be more than 1,000 gallons per minute. It is unclear if the present water system in that area would be able to supply enough water to fight a fire of that magnitude.
- b. It appears that buildings on Sheets #7 and 8 in the preliminary site plans, marked A 105-112,47-54,59-66, and 90-96, shows no place for fire apparatus or ambulances to turn around safely. If the Fire Department responds to an incident at one of these units, fire apparatus would be required to back out a significant distance to get out. In life or death situations seconds count and if fire apparatus has to back out to leave to establish

a water supply, or particularly an ambulance, valuable time will be lost. It is also unsafe to back these vehicles for that length due to their size and limited visibility.

- c. No detail has been provided for the emergency access road proposed to connect to Road E. This surface must be a hard surface and be able to sustain 75,000 pounds. It also must have clear access at all times. Please refer to NFPA 1 Section 18.2.3.
- d. There is concern with the number of cul-de-sacs. As the information in the application was insufficient, more details must be provided to show these areas will accommodate the turning radius for all fire apparatus. Please refer to NFPA 1 Section 18.2.3.
- e. There are concerns about the separation distances between buildings on Sheet #5 in the preliminary site plans. Again, the information required for a proper review is missing. More detail needs to be provided. Please refer to NFPA 1141 Section 6.2.
- f. Hydrant locations are not shown on the preliminary site plans. More detail must be provided by the developer to again ensure fire protection.

**4. Public Health and Safety Concerns:**

- a. Sidewalks: The preliminary site plans lacks adequate information to determine whether sidewalks would be included or not throughout the development and connections made to public ways. The Town recommends that all areas of the development be served by sidewalks on both sides of the street. The Town embraces the concept of Complete Streets and any elements that could be brought into the development to accommodate all users and promote healthy lifestyles is appreciated.
- b. Traffic: With the infusion of 192 residential units, there will be traffic impacts generated by the future residents of the development. The developer should prepare and submit a detailed traffic study including recommendations to mitigate any impacts from the proposed additional vehicle trips for review by the Zoning Board of Appeals as part of the Comprehensive Permit process.
- c. Roadway/Site Access: The application notes that access to the southern portion of the condominium development is via Fern Path. It is important to note that Fern Path, Redgate Drive, and portions of Howe Street, Bramble Road, Briar Road and Field Road are not publicly accepted streets and remain under the care and control of the developers of two subdivisions. At the site visit with MassHousing, the Town raised this issue to which the development team responded that no discussions have taken place with the developers with respect to accessing their development via Fern Path.

**5. Overall Site Design Comments:**

The Town's Planning and Economic Development Board typically is the public body which would normally review subdivisions and large-scale residential developments under the authority it's given by state statute and in the Medway Zoning Bylaw. Understanding the developer is applying for a Comprehensive Permit under MGL c. 40B, the Board carefully reviewed the proposed development as it would other residential projects and offers the following comments:

- a. Section 2.5 of the site eligibility application requires the developer to submit a by-right development plan to show what would be permitted under the community's standard zoning regulations for the applicable district. In response, the developer has submitted a plan sheet titled *By-Right Plan Timber Crest Estates* prepared by Outback Engineering, dated March 12, 2015. The notes on this plan sheet indicate the by-right development would be an Open Space Residential Development (OSRD) project with 99 dwelling units (31 house lots and 68 townhouse units) and a small commercial building. It is disingenuous to represent such a plan as-of-right when the Medway Zoning Bylaw indicates that an OSRD development may be allowed if a special permit, which provides for a more discretionary review, is granted by the Planning and Economic Development Board. A legitimate by-right development plan would be a conventional subdivision consisting of one acre lots with 180 feet of frontage as required in the Agricultural Residential I zoning district.
- b. The Chapter 40B Design Handbook specifies that the development should take advantage of the site's natural topography and features. The Existing Conditions Sheet prepared by Outback Engineering shows the standard topography, utility lines/easements, and wetlands resources. It does not appear that other site features/elements have been inventoried and mapped. Accordingly, it is uncertain as to whether other key site features/elements have been considered and taken fullest advantage of in developing the site plan design for Timber Crest Estates.
- c. Buffers with adjacent neighborhoods – In reviewing the site plan, most of the residential development is located a reasonably far distance away from existing residences. However, that is not the case around units 1 and 2 in the northern portion of the condominium section. The Board recommends that those dwelling units be eliminated to provide a more substantial buffer to the property at 21 Fairway Lane where the existing house is set back on the lot. The same recommendation is offered in two other places: 1) eliminate units 79 & 80 at the southern end of the condominium section closest to 5 Fern Path and 2) to reduce the number of units at the entryway from Winthrop Street. Further, the Board recommends that the developer offer to provide landscaping and/or screening for the adjacent properties along Ohlson Circle and Winthrop Street to provide the owners of existing homes with a buffer to the new development.
- d. Neighborhood Context - As expected, the proposed density for Timber Crest is in strong contrast to the adjacent conventional subdivisions with one acre zoning. This is particularly noticeable in the western side of the development site in the single family home section with proposed individual house lots of one sixth to one third of an acre and standard setbacks reduced by as much as 53%. The Board recommends that Lots 1 and 76 at the beginning of Road A off of Winthrop Street remain undeveloped and be used instead to provide an attractive entranceway into Timber Crest Estates. Starting at Lots 2 and 75 and going easterly to Lots 4 and 72, the Board further suggests that the lots be increased to at least ½ acre or more in size to better blend with the adjacent properties at 98 and 106 Winthrop Street. This would provide a more gradual transition from the rural character of Winthrop Street, a Medway Scenic Road, to the higher density area further into the proposed development site.

- e. The proposed small house lots and 7 ft. side yard setbacks will result in an appearance where the dwelling units appear overly dense on the site. The Planning and Economic Development Board is also concerned about the appearance of overly large homes on small lots. To address this, the Board proposes that the smaller house lots be specified for the proposed 25 two-bedroom dwelling units.
- f. The site plans indicate three open space areas shown as Open Space Parcel #1 (3.11 acres), Open Space Parcel #2 (67.94 acres) and Open Space Parcel B (no acreage specified). The application does not provide any information on these areas in terms of ownership, use, on-going maintenance, public access, etc. With such a large development, there would be great value in having pedestrian accessible play areas in each of the two sections of the site. Further, there is no evidence of any proposed pedestrian connectivity within the open space or between the two distinct areas of the development. The Board asks that the developer address pedestrian and bicycle accommodation in a complete manner and include a detailed proposal for such in its comprehensive permit application to the Town.
- g. The developer has indicated it will seek a waiver from the tree planting requirement of Medway's Subdivision Rules and Regulations (Section 7.19.2) which requires 3 trees per lot at 40' intervals. It does not appear that an alternative landscaping plan is offered. Landscaping is an important feature in subdivision design. This is a matter of significant concern. Some level of street tree landscaping should be incorporated to enhance the visual quality of the neighborhood.
- h. The developer has requested relief from Sections 5 and 6 of Medway's Subdivision Rules and Regulations. Within these sections, there are provisions for performance guarantees which are a requirement of the Massachusetts Subdivision Control Law. This is an obligation of any subdivision developer and cannot be waived. Sections 5 and 6 also address the construction inspection and street acceptance processes and those provisions should not be waived.
- i. The application indicates there are to be 595 parking spaces – 336 to be provided for the 116 condominium units (112 garaged spaces and 224 driveway and visitor parking spaces) and 259 for the 76 detached, single family dwellings. The Board is concerned about the absence of visitor parking in the northeastern portion of the condominium section around units 101 – 116.
- j. Composition of Affordable Housing Units – 100% of the 192 proposed dwelling units are to be owner-occupied. The Board is concerned about how many years it will take for the local market to absorb that many owner-occupied dwellings. The Board would like to encourage the developer to revise this composition to include some rental units. In particular, some senior rental housing is very much needed in Medway. The Board suggests the developer work with the Medway Housing Authority and/or the Medway Affordable Housing Trust to consider developing senior housing in the area closest to Winthrop Street. This would provide a more varied distribution of housing types within Timber Crest and more directly address the range of Medway's housing needs.
- k. Concern about Validity of Land Survey – In the site plans provided in the application, a plan note is included that the property line and wetland information for the project site

was taken from survey information provided by Colonial Engineering, Inc. of Medway MA. It is our understanding from residents in the immediate vicinity of the Timber Crest site that survey work for the adjacent Cider Mill subdivision, undertaken by the same above noted survey company, was the subject of civil lawsuits with residents on Fairway Lane in which the accuracy of survey lines was called into question. The results of the litigation are unknown but there is concern for the survey work for this site in that it might be dependent on those prior surveys. At a minimum, the status of those lawsuits should be researched and/or the developer's engineering firm should conduct its own new property survey to ensure the accuracy of the land area under discussion.

- l. Stormwater Management – The developer has requested waivers from the Town's stormwater regulations to be replaced by the State's standards. Medway's stormwater standards are more rigorous and we strongly recommend that they be adhered to protect both Timber Crest residents and the abutting properties from damaging stormwater runoff.
- m. Roadway Length – The Board approximates the roadway length for the single family residence portion of the site to be 2500 linear feet. This is a dead end street far in excess of the Town's 600 foot maximum dead end street length. The plan does show a secondary emergency access easement over 13 Ohlson Circle. The Board has concerns about this dead-end roadway length and the adequacy of access for safety and emergency vehicles. Again, any concerns of the Fire Department should be addressed regarding the length of the dead end street and the adequacy of the roadways for the efficient access of emergency equipment.

**6. Municipal Planning and Affordable Housing Comments:**

The Town of Medway has made efforts to promote, preserve and create affordable housing. In addition, the Town would like to share its experience with affordable housing. Here are some comments for your consideration:

- a. Medway is a community that by any measure meets the gold-standard of receptiveness to affordable housing production strategies advocated by the Commonwealth's various housing agencies and the spirit animating MGL c. 40B since its inception. Working toward realization of the widely-shared goals laid out in its Master Plan, Housing Production Plan and Trust Action Plan, the Town has adopted the Community Preservation Act; created, staffed, and coached both an Affordable Housing Committee and Trust; pursued many "best-practice" strategies; availed itself extensively to consultants and technical assistance from Mass Housing Partnership's Community Initiative; created a redevelopment authority; embraced every pertinent inclusionary zoning initiative; re-codified its zoning bylaws and equipped its Planning and Economic Development Board with broad permitting authority. Despite these efforts, Medway has been unable to leverage market forces in the "post-recession" economy into generating subsidized housing units-meaningful housing production, and consequentially stands to host developments of large enough proportions to set, rather than reflect the social, economic and architectural character of a geographically significant portion of the Town. If precedent predicts probability, this prospect promises to propagate similarly sized, pro-forma based projects at the expense of smaller need-directed development and to erode beyond repair the hard-won and costly



public support fueling our initiatives to date. Since the overriding pretext justifying wholesale change to a community is the production of price controlled housing (or moreover the failure to produce it) to a universally applied goal of 10%, it seems the permitting process and resulting projects should be driven or at least measured by considerations pertinent mostly to the deed restricted units. The Town's concern is that regulatory mechanisms designed to overcome now-expunged barriers to affordable housing might foster development without regard to thoughtful total community planning, but with long lasting social and political repercussions.

- b. Medway's Specific Affordable Housing Marketing Environment - Since the onset and in the wake of the Grand Recession, the demand for detached single family and townhouse ownership dwellings, whether new and reselling, has been markedly anemic in many smaller towns without distinctive characteristics such as premium prices or access to employment centers. Medway suffers from this malaise. Regardless of the relative importance afforded to each of a host of perceived causalities or to the extent of their intractability, extraordinarily aggressive efforts have attracted few (if any) interested (let alone eligible) parties to information sessions and lotteries of ten units over four years which validates our concerns of the marketability of affordable units. Strikingly contrary to both a growing perception that there is no need in Medway for affordable housing and a recent statistical analysis indicating ample rental housing exists in the area, attempts to identify significant vacancies in the Town's rental units have failed. While these circumstances won't likely extrapolate to Timber Crest's proposed 48 ownership units taking 19.8 years to sell, they do require questioning about how Medway's specific affordable shelter needs differ from a persistently perceived historical norm and how an evaluation closely calibrated to *market realities* can best be served. The Town's concern is that an overwhelming number of affordable housing ownership units will be introduced to the market without sufficient analysis of the financial and marketing principles at play and consequently without regard to what households desiring to live in our community actually need and can afford. Perhaps as consequential as offering rental alternatives would be a re-targeting of the basis used to price units or income limits.
- c. Unit Durability - A project of this size often has complex ownership interests and financial challenges easily exacerbated by quirks in far flung marketing cycles. Moreover, the number and health of an extended portfolio can play a determinative roll in the ultimate success and viability of any single project. Aside from the disastrous consequences of an enterprise failing, these factors can quickly lead to compromises ultimately affecting the quality of materials and workmanship expended in the construction of a home and therefore its shelf-life before significant investment is required by its owners. The Town's concern is that unless high-quality, durable materials are used in the construction of the project's affordable units, owners with limited means will be increasingly cash strapped trying to maintain their property to the point where, beyond the owners' hardship and grievance, the Town and monitoring agency would be obligated to intervene. Concern, in this regard, has been heightened by a growing testament of local and regional situations requiring remediation that have lingered too long unresolved, reportedly due to blurred agency, undefined protocols and lack of legal precedent.

- d. SHI Eligibility - Given the importance placed on a locale's tally of affordable homes, absolute eligibility of every affordable housing unit to DHCD's SHI is essential. All aspects of the manner of conduct; profit limitations; permit conditions; drafting, execution and fulfillment of subsequent agreements by the developer, its heirs and successors; as well as the placement, appearance, construction, marketing, and sale of each unit as permanently restricted comport in form and substance with the requirements deemed adequate by MGL c. 40b and all related and subsequent regulations to qualify for inclusion in the Town's SHI and that compliance be diligently overseen and strictly enforced on a timely basis. The Town's concern is that, as long as the SHI is the measure of a community's progress toward surpassing the goals of MGL c. 40B, all conditions affording the Town the full and lasting measure of every protection available be identified, agreed to and performed by all parties involved.

**7. Other General Concerns/Issues:**

- a. 102 Winthrop Street - In the site eligibility application, the developer states that the buildings on this property will be demolished to make way for the entrance to the single family home portion of the development. The developer answered no to the question in the application on whether the site or any buildings on the site are listed, nominated or eligible for listing on the National Register of Historic Places. In fact, 102 Winthrop Street is eligible and recommended for listing on the National Register of Historic Places as noted in the National Register Criteria Statement Form provided in information for the property on the Massachusetts Cultural Resource Information System. As this house is constructed in 1841 and given its historical significance, we believe it is subject to review by the Medway Historical Commission under Medway's Demolition Delay bylaw and also review by the Massachusetts Historical Commission.
- b. Seven out of the nine parcels which comprises the site for the proposed development presently have outstanding taxes totaling \$72,246.16 plus legal fees and are in varying stages of foreclosure by the Town.
- c. Fiscal Impacts – The Town asserts that its ability to render services to the entire community as a whole could be stressed upon the impact of the development of 192 residential units. The Town requests that a full and formal fiscal impact review be conducted by the developer prior to the submission of any comprehensive permit.

The Town of Medway is appreciative of your consideration of our comments as you undertake your review. We look forward to working with all parties involved to address, alleviate, and minimize, or even eliminate if possible, our concerns as this project advances through the Comprehensive Permit process. Should any additional information or clarity be required on any of our comments, please do not hesitate to contact us.

Very truly yours,

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Dennis P. Crowley, Chair

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John A. Foresto, Vice-Chair

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Richard A. D’Innocenzo, Clerk

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Glenn D. Trindade, Member

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Maryjane White, Member

Cc: Michael J. Busby, 40B Project Coordinator, MassHousing

# AGENDA

## ITEM #8

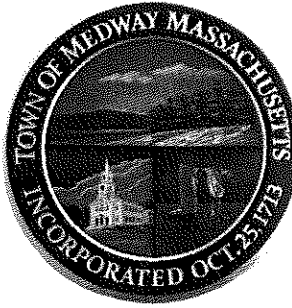
### Approval – One-Day Liquor License Applications

- a. Lisa Johnson – Thayer Homestead – June 14, 2015
- b. Nancy Sheppard – Thayer Homestead – June 28, 2015
- c. Jenny Kangis – Thayer Homestead – August 2, 2015
- d. Jacqueline Olsen – Thayer Homestead – August 8, 2015
- e. Phyllis Dunn – Thayer Homestead – August 9, 2015

*Associated back up materials attached.*

- Applications and Police Chief's recommendations

**Proposed motion:** I move that the Board approve one-day liquor licenses for Lisa Johnson, Nancy Sheppard, Jenny Kangis, Jacqueline Olsen and Phyllis Dunn for the dates requested conditioned upon fulfillment of the Police Chief's recommendations for their respective events.



**Board of Selectmen**

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

**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

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

MGL c.138, §14

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

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

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

There is no fee for this license.

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

Event Baby Shower

Name of Organization/Applicant LISA JOHNSON

Address 10 Cassidy Ln, medway

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

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

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

Attach non-profit certificate of exemption

Event Location Trayer Homestead

Event Date 6/14/2015

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

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

Estimated attendance 60

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

Minimum age allowed: \_\_\_\_\_

How, where and by whom will ID's be checked? Hired Bartender

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 \_\_\_\_\_

**The following may be required:**

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 05/26/2015

Applicant's Signature 

Applicant's Name LISA JOHNSON

Address Medway

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 \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

May 26, 2015

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Johnson - One-Day Liquor request – Thayer House – Baby Shower

I have reviewed the application for the <sup>one</sup> day liquor license request for the Johnson baby shower scheduled for June 14, 2015 at the Thayer House.

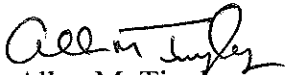
I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street.

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license (At the Boards discretion a certified server should be on the premises), and the Alcoholic Beverage Control Commissions rule concerning one day licenses (Special licensees cannot purchase alcoholic beverages from a package store and cannot accept donations of alcoholic beverages from anyone) are followed.

A TIPS certified bartender will be checking Id's and handling the alcohol service for the event.

Respectfully Submitted

  
Allen M. Tingley  
Chief of Police



**Board of Selectmen**

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

**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

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

MGL c.138, §14

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

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

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

There is no fee for this license.

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

Event Bridal Shower - Thayer House

Name of Organization/Applicant Nancy Sheppard

Address 10 Barber 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 June 28 2015

Event Hours (No later than 1:00 AM; Last call 12:30 AM) noon - 3pm

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

Estimated attendance 50

Will there be an age restriction? (Y) N \_\_\_\_\_  
Minimum age allowed: 21

How, where and by whom will ID's be checked? \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_

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

Date of Application 5-26-15

Applicant's Signature Nancy Sheppard

Applicant's Name Nancy Sheppard

Address 10 Barber St Medway, MA 02053

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 \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

May 27, 2015

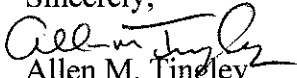
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

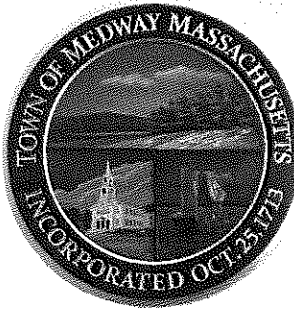
Re: One day liquor license- Thayer Property- Bridal Shower

I have reviewed the request from Nancy Sheppard for a one day liquor license for a Bridal Shower, to be held at the Thayer House, 2B Oak Street, on June 28, 2015. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police





**Board of Selectmen**

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

**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

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

MGL c.138, §14

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

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

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

There is no fee for this license.

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

Event BRIDAL SHOWER

Name of Organization/Applicant Jenny Kangis

Address 191 Dutcher St. Hopedale, 01747

SS# or FID# 1

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

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

Attach non-profit certificate of exemption

Event Location Trayer Homestead

Event Date 8.2.15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) NOON-4pm

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

Estimated attendance 60 women

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

How, where and by whom will ID's be checked? \_\_\_\_\_  
\_\_\_\_\_

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 5.6.2015

Applicant's Signature Jenny Kangis

Applicant's Name Jenny Kangis

Address 191 Butcher St.

Phone \_\_\_\_\_  
U U

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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

May 18, 2015

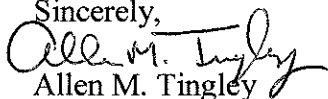
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

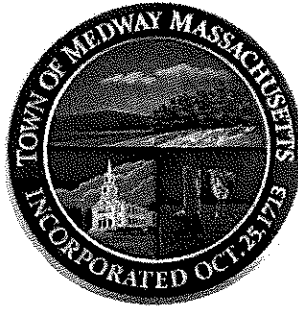
I have reviewed the request from Jenny Kangis for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on August 2, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and there will be no on-street parking on Mechanic Street and Oak Street and 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

**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

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

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol  Wine and Malt

Event Party after a destination wedding

Name of Organization/Applicant Jacqo. Olsen

Address 49 West St Medway

SS# or FID#

Phone  Fax  Email

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 8/8/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 3:00 - 10:00

Is event open to the general public? Y  N

Estimated attendance 150

Will there be an age restriction? Y  N

Minimum age allowed: 16

How, where and by whom will ID's be checked? Bar tender

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 Server at Toan in Natick

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 5/5/15

Applicant's Signature Jaqueline Olsen

Applicant's Name Jaqueline Olsen

Address 49 West St Medway

Phone \_\_\_\_\_

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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

May 20, 2015

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – Olsen Wedding Reception

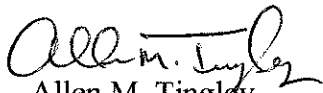
I have reviewed the application for the <sup>one</sup> day liquor license request for the Olsen wedding reception scheduled for August 8, 2015 at the Thayer House.

I approve of the issuing of the permit with the following conditions.

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license, including the stipulation that all alcohol/wine served at the event will be purchased from a licensed alcohol liquor distributor, as indicated on the license application. Alcohol/wine service for this event will be provided by Christine Brown, a TIPS certified server.

Respectfully Submitted

  
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

**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

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

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol \_\_\_\_\_ Wine and Malt X Champagne punch & wine

Event Bridal Shower Brunch

Name of Organization/Applicant Phyllis C. Nunn

Address 14 Paddock Lane, Medway, Ma. 02053

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

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

Non-Profit Organization Y \_\_\_\_\_ N X  
Attach non-profit certificate of exemption

Event Location Thayer Hall

Event Date Sunday, August 9, 2015

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

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

Estimated attendance 40-50

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

How, where and by whom will ID's be checked? \_\_\_\_\_

Is there a charge for the beverages? Y \_\_\_\_\_ N X  
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 \_\_\_\_\_

**The following may be required:**

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application \_\_\_\_\_

Applicant's Signature Phyllis C. Dunn

Applicant's Name Phyllis C. Dunn

Address 14 Paddock Lane, Medway

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 \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date \_\_\_\_\_

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

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

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





# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

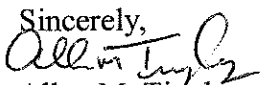
April 23, 2015

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Phyllis Dunn for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on August 9, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and there will be no on-street parking on Mechanic Street and Oak Street and 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

# AGENDA

## ITEM #9

### Approval – Cystic Fibrosis Foundation (CFF) Cycle for Life Bicycle Tour – Oct. 3, 2015

*Associated back up materials attached.*

- CFF Cycle for Life's request
- Police Chief's recommendation

**Proposed motion:** I move that the Board approve the Cystic Fibrosis Foundation's Cycle for Life Bicycle Tour on October 3, 2015 conditioned upon the organization's hiring of two detail officers to assure the safety of the riders and the movement of traffic during the event.

May 11, 2015

Board of Selectmen  
Ms. Karen Kisty  
Town of Medway Town Hall  
155 Village Street  
Medway, MA 2053

RE: Annual CF Cycle for Life Bicycle Tour, October 3, 2015

Dear Karen:

I am writing to request your approval for the **2015CF Cycle for Life** to travel through the town of Medway. The event is a single day charity bicycle ride to benefit the Cystic Fibrosis Foundation. Over the past eighteen years, more than \$1.16 million have been raised by dedicated CF volunteers and participants.

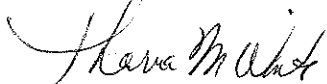
This year's ride is scheduled for Saturday, October 3, 2015. We have changed the format of the ride to a double start, so 125 65 mile riders will leave Holliston at 8:30 am traveling through various towns and back. 225 30/12 mile riders will leave Holliston at 10:00 am. The event starts and finishes at the Fatima Shrine on Summer Street in Holliston. We offer three routes, 12 30 and 65 miles. All cue sheets are enclosed.

As always, our priority is making the ride as safe as possible by keeping to side roads when practical and providing support to all riders. We anticipate having 350 riders again this year.

Cystic Fibrosis (CF) is a genetic disease that affects over 30,000 children and young adults each year and is the most common life-threatening genetic disease in the United States today. Funds raised by riders and sponsors support the efforts of the talented scientists who are racing towards a cure for CF, and who will assure that children and adults fighting CF will lead long and healthy lives.

If you have any questions, please do not hesitate to contact me at the Cystic Fibrosis Foundation in Natick at (800) 966-0444 or email us at [twait@cff.org](mailto:twait@cff.org). Thank you for your past support and your willingness to help this year.

Sincerely,



Theresa Waite  
Senior Director of Development

RECEIVED  
MAY 18 2015

MEDWAY  
TOWN ADMINISTRATOR

# 12 MILE ROUTE – (JENNA LOOP)

CF Cycle for Life Saturday October 3, 2015

Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street. Stay on Central Street bearing to the right. (avoiding Fiske Street)
0.9	5.8	L	<b>MANDATORY REST STOP (Lutheran Church, 600 Central Street, Holliston)</b>
			<b>*Please check in with volunteers*</b>
			<b>From Rest Stop:</b>
1.1	6.9	R	Bullard Lane
0.6	7.5	R	Orchard Street (becomes Goulding Street in Holliston)
1.5	9.0	L	Norfolk Street
0.2	9.2	R	Hill Street into Medway
0.9	10.1	L	Winthrop Street
1.0	11.1	R	Partridge Street
0.1	11.2	BL	Partridge Street
0.1	11.3	R	Lovering Street
0.6	11.9	R	MA-126 N/ Summer Street into Holliston
0.9	12.8	L	<b>FINISH LINE at Fatima Shrine</b>
			<b>*Please check in with volunteers*</b>

### Rules of the Road:

*Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.*

*Communicate with other riders when passing.*

*Use hand signals where possible and never assume a motorist can see you.*

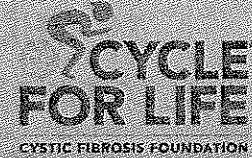
**Remember, safety first!**

*If you need assistance, please wait at roadside and flag down a sagwagon.*

*Don't be shy about asking for help. Dial 911 in an Emergency.*

*Dial **617-592-4392** if you get off the route and cannot find your way back.*





# 30 MILE ROUTE – (HAYLEE LOOP)

CF Cycle for Life Saturday October 3, 2015

Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (MA-27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		<b>MANDATORY REST STOP (Farm Pond, 201 Lake St, Sherborn) *Please check in with volunteers*</b>
0.7	10.7	S	Cross Farm Road, continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - Cross Bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving MA-115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	<b>OPTIONAL REST STOP (Holliston Senior Center, 150 Goulding St, Holliston)</b>
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.0	27.5	R	Partridge Street
0.1	27.6	BL	Partridge Street
0.1	27.7	R	Lovering Street
0.6	28.3	R	MA-126 N/ Summer Street into Holliston
0.9	29.2	L	<b>FINISH LINE at Fatima Shrine</b> <b>*Please check in with volunteers*</b>

## 65 MILE ROUTE

CF Cycle for Life Saturday October 3, 2015

Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (Rt. 27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		<b>OPTIONAL REST STOP (Farm Pond, 201 Lake St, Sherborn)</b>
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - cross bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving Rte 115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	<b>MANDATORY REST STOP (Holliston Senior Center, 150 Goulding St, Holliston) *Check in with volunteers*</b>
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.6	28.1	R	Adams Street
1.0	29.1	L	MA-126 S/ Summer Street
1.0	30.1	R	MA-109 W/ Milford Street
1.6	31.7	R	Clark Street (turns into South Street in Holliston)
1.3	33.0	L	Rockland Street
0.3	33.3	S	Cross MA-16 onto Adams Street
0.0	33.3	R	Adams Street
1.9	35.2	L	Hanlon Road (turns into College St in Hopkinton)

0.9	36.1	R	MA-85 N/Hayden Rowe Street
0.3	36.4		<b>OPTIONAL REST STOP (Cornell's Pub, 229 Hayden Rowe Street, Hopkinton)</b>
0.1	36.5	L	Granite Street
0.8	37.3	R	Lumber Street
2.1	39.4	S	Cross West Main Street; continue on Lumber Street Extension
200 ft	39.4	R	Elm Street
0.7	40.1	L	MA-135 W/Wood Street
2.2	42.3	R	Fruit Street
0.3	42.6	BR	Continue on Fruit Street
2.4	45.0	R	Flanders Road (becomes Southville Rd, then Cordaville Rd)
2.9	47.9	R	Howe Street
0.7	48.6	L	Cross Street
0.8	49.4	R	Stay on Cross Street
0.9	50.3	R	MA-135 W/East Main Street
0.1	50.4	L	Clinton Street
0.4	50.8		<b>MANDATORY REST STOP (Legacy Farms, Clinton St.) *Check in with volunteers*</b>
1.1	51.9	BR	Stay on Clinton Street (becomes Mill Street in Holliston)
1.7	53.6	R	Prentice Street (becomes Ash Street in Hopkinton)
1.7	55.3	L	South Mill Street (becomes Wilson Street in Holliston)
1.3	56.6	L	Hanlon Street
0.6	57.2	R	Marshall Street
0.7	57.9	BL	Courtland Street
0.8	58.7	S	Cross MA-16 onto South Street
0.7	59.4	L	Fisher Street
0.2	59.6	L	Stay on Fisher Street into Medway
1.6	61.2	L	MA-109 E/ Milford Street
0.6	61.8	L	MA-126 N/ Summer Street into Holliston
2.4	64.2	L	<b>FINISH LINE (FATIMA SHRINE) *Check in with volunteers*</b>

### **Rules of the Road:**

*Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.*

*Communicate with other riders when passing.*

*Use hand signals where possible and never assume a motorist can see you.*

**Remember, safety first!**

*If you need assistance, please wait at roadside and flag down a sagwagon.*

*Don't be shy about asking for help. Dial **911** in an Emergency.*

*Dial **617-592-4392** if you get off the route and cannot find your way back.*



# 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

May 18, 2015

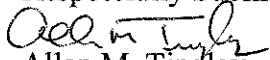
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: CF Cycle for Life

I have reviewed the bicycle route, mapped out for the CF Cycle for Life Bicycle Ride, scheduled for October 3, 2015. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the riders and the movement of traffic during the bicycle ride.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



# AGENDA ITEM #10

## Action Items from Previous Meeting

*Associate backup material 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
9	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Annual Town Meeting
10	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
11	2/28/2015	Database of searchable minutes	TA/IS	
12	2/28/2015	Police Dept real time access to School surveillance system; ID recording maintenance responsibilities	TA/Supt. of Schools	
13	2/28/2015	Recommendation for proposed ALS program for EMS	TA/Fire Chief	September
14	4/21/2015	Review Master Plan	J.Weiler/D. Kaeli	August
15	5/18/2015	Toxics Use Reduction Institute (TURI) grant application	DPS	June 30, 2015

# **AGENDA**

## **ITEM #11**

### **Approval of Warrants**

*Warrants to be provided at meeting.*

# **AGENDA ITEM #12**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #13**

**Selectmen's Reports**