Board of Selectmen

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



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

TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting
July 20, 2015, 7:00 PM
Sanford Hall, Town Hall
155 Village Street
Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session Exemption 3 To discuss strategy with respect to litigation where an open meeting may have a detrimental effect on litigating position of the town [Exelon West Medway, LLC and Exelon West Medway II, LLC Energy Facilities Siting Board intervention] and Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares than an open meeting may have a detrimental effect on the negotiating position of the public body [0 Adams Street]
- Public Comments

Other Business

- 1. Discussion Charge for Additional Recycling Carts
- 2. Approval Notice of Grant Award Water Infrastructure Planning and Technical Assistance Grant from MassDEP \$30,000
- 3. Review/Approval Federal Highway Administration Title VI/Nondiscrimination Assurance
- 4. Authorization of Chairman to Execute Contract with Salmon Home Care, LLC Public Health Nursing Services \$14,150
- 5. Discussion/Vote Policy on Commemoration of Veterans, Employees and Public Officials
- 6. Approval One-Day Liquor License Applications
 - a. Jessica Small Thayer Homestead August 1, 2015
 - b. Joanne Dunsky Thayer Homestead August 6, 2015
- 7. Action Items from Previous Meeting
- 8. Approval of Warrants
- 9. Approval of Minutes
- 10. Town Administrator's Report
- 11. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders
August 3, 2015 ---- Regular Meeting

AGENDA ITEM#1

Discussion – DPS Charge for Additional Recycling Carts

Associated back up materials attached.

• Email from Thomas Holder, DPS Director, dated June 29, 2015

Proposed motion: I move that the Board approve the proposal put forth by the DPS Director to begin charging those requesting additional recycling carts as presented.

From: Thomas Holder

Sent: Monday, June 29, 2015 1:30 PM

To: Michael Boynton

Subject: Charge for Extra Recycling Carts

Mike – Now that we are one year into the single stream automated recycling program, I am looking toward charging residents the cost of an extra cart (\$65) when they request one. During the rollout of the program and to be certain that people had adequate recycling capacity, we have been issuing extra carts at no cost to residents. Although we have provided educational materials to residents suggesting how to make the most use of one recycling card, we currently have over 500 households who have requested and have been given extra carts. The provision of extra carts is a costly commitment, presently we have spent over \$32,000 on the carts with additional service charges for the collection of recycling associated with those extra carts. I am unaware of any other community who provides extra carts free of charge. I believe the provision of these carts for free for the first year is consistent with a high standard of service and that we need to now cover our costs for future requests.

I am proposing to make an order of approximately 100 carts that we would offer to requesters at no charge. Once these carts are gone, residents would then be charged for the extra cart. We will still honor the replacement of broken carts for the remainder of our 3-year contract which will expire in June 2017. We can then address the replacement protocols for future needs.

I will look to you and the BoS for guidance on advancing this proposal.

Thanks. Tom

AGENDA ITEM #2

Approval –
Water Infrastructure Planning and
Technical Assistance Grant from
MassDEP - \$30,000

Associated back up materials attached.

- Notice of Grant Award
- Correspondence from Massachusetts Department of Environmental Protection dated June 12, 2015
- Correspondence from the Office of the Governor dated June 12, 2015

Proposed motion: I move that the Board approve the *Notice of Grant Award* for the MassDEP's *Water Infrastructure Planning and Technical Assistance* grant in the amount of \$30,000.

TOWN OF MEDWAY NOTICE OF GRANT AWARD

DEPARTMENT:	DPS	DATE:	7 <i>/</i> 7/2015
PERSON RESPONSIBI	LE FOR GRANT EXPENDITURE:	Tom Holder	(TR)
NAME OF GRANT:	Water Infrastructure Planning and	Technical Assista	ance
GRANTOR:	MassDEP		 -
GRANT AMOUNT:	30,000.00	4	<u> </u>
GRANT PERIOD:	Expires 2-9-2016		
SCOPE OF GRANT/ ITEMS FUNDED	This grant is for the purpose of advancing Medway's management of its stormwater systems, particularly toward determining the level and source of funding necessary to meet the anticipated Municipal Separate Storm Sewer System (MS4) permit		
	requirements.	eparate otorni ot	wer System (MS4) permit
IS A POSITION BEING CREATED:	No		
IF YES:	CAN FRINGE BENEFITS BE PAID	FROM GRANT?	
ARE MATCHING TOWN FUNDS REQUIRED? IF MATCHING IS NON-N	Yes ONETARY (MAN HOURS, ETC.) Pl 30 Hours	EASE SPECIFY:	•
	OU Flours		
IF MATCHING IS MONE	TARY PLEASE GIVE ACCOUNT NU TO BE USED		SCRIPTION OF TOWN FUNDS
	\$16,580.00 from Account 01422052	5257	
ANY OTHER EXPOSURE	E TO TOWN? No		
IS THERE A DEADLINE F	FOR BOARD OF SELECTMEN APP	ROVAL:	7/30/2015
APPROVAL SIGNATURE	S		
	:		
DATE			

DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER LETTER TO THE SELECTMEN'S OFFICE FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT



Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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

Charles D. Baker Governor

Karyn E. Polito Lieutenant Governor Matthew A. Beaton Secretary

Martin Suuberg Commissioner

June 12, 2015

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

Re:

Water Infrastructure Planning and

Technical Assistance Grant

Dear Mr. Holder:

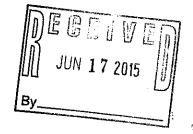
Congratulations!! I am pleased to notify you that Medway has been awarded a Water Infrastructure Planning and Technical Assistance Grant for the total amount of \$30,000.

I want to thank you for the commitment to provide an evaluation of your community's infrastructure. This funding opportunity will assist the town in its efforts to determine needed improvements, and to ensure continued and dependable operation and management of the system.

Shortly, you will receive further instructions and contract information from the Massachusetts Department of Environmental Protection's – Division of Municipal Services. Please feel free to contact Steve McCurdy, Program Director by email (steven.mccurdy@state.ma.us) or by phone (617-292-5779), if there are any questions or concerns.

Sincerely,

Martin Suuberg Commissioner





OFFICE OF THE GOVERNOR COMMONWEALTH OF MASSACHUSETTS STATE HOUSE • BOSTON, MA 02133 (617) 725-4000

CHARLES D. BAKER GOVERNOR KARYN E. POLITO LIEUTENANT GOVERNOR

June 12, 2015

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

Re:

Water Infrastructure Planning and

Technical Assistance Grant

Dear Mr. Holder:

Congratulations!! I am pleased to notify you that Medway has been awarded a Water Infrastructure Planning and Technical Assistance Grant for the total amount of \$ 30,000.

The Commonwealth relies heavily on its partners at the local government level, to provide direct services to our residents, and this Administration is committed to strengthening those partnerships. The awarding of this grant exemplifies the Commonwealths intent to support local efforts to manage and protect water infrastructure.

Shortly, you will receive further instructions and contract information from the Massachusetts Department of Environmental Protection's – Division of Municipal Services. Please feel free to contact Steve McCurdy, Program Director by email (steven.mccurdy@state.ma.us) or by phone (617-292-5779), if there are any questions or concerns.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Charles But

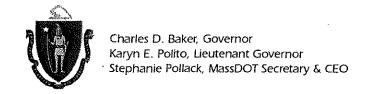
AGENDA ITEM #3

Review/Approval – Federal Highway Title VI/Nondiscrimination Assurance

Associated back up materials attached.

- Letter from Stephanie Pollack, Secretary/CEO MassDOT, dated July 1, 2015
- Guide for MassDOT Subrecipients: Implementing the FHWA Title VI/Nondiscrimination Program
- Title VI/Nondiscrimination Assurance document
- Notice of Nondiscrimination Rights and Protections to Beneficiaries

Proposed motion: I move that the Board authorize the Chair to execute the *Title VI/Nondiscrimination Assurance* document.





July 1, 2015

Chairman Crowley Town of Medway 155 Village Street Medway, MA 0



MEDWAY TOWN ADMINISTRATOR

RE: Title VI/Nondiscrimination Assurance Requirement

Dear Chairman Crowley:

On behalf of the Massachusetts Department of Transportation (MassDOT), I am writing to request your review and signature on the attached Federal Highway Administration (FHWA) Title VI/Nondiscrimination Assurance (Assurance).

By signing and returning the attached Assurance, MassDOT will have a clear record of your community's commitment not to discriminate in any program, service or activity supported by federal financial assistance. MassDOT is required to sign this same Assurance as a condition of our receipt of federal funds from the FHWA, and must secure municipally signed Assurances as a prerequisite for state and local collaboration on the development of federally funded transportation projects.

For reference, Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin (including limited English proficiency) in any program, service, or activity receiving or benefiting from federal financial assistance. Related federal nondiscrimination provisions further prohibit discrimination based on age, sex, or disability, the latter of which includes the obligation to plan, design and maintain transportation assets consistent with the Americans with Disabilities Act of 1990. MassDOT is making this request of all Massachusetts municipalities, including those without any active or pending transportation projects.

To facilitate this process, I have enclosed the Assurance document for your municipality's signature. The Assurance should be signed by your community's chief elected official(s) on page seven (7) and returned to MassDOT's Office of Diversity and Civil Rights (ODCR) electronically at MASSDOT.CivilRights@state.ma.us or by regular mail to MassDOT-ODCR, 10 Park Plaza, Suite 3800, Boston, MA 02116. Also enclosed is a copy of MassDOT's Title VI Notice to Beneficiaries and Subrecipient Brochure which provide foundational information on this obligation and demonstrate MassDOT's commitment thereto.

Please direct any question or request for assistance to MassDOT's Title VI Specialist, Gregory Sobczynski, via the e-mail address above or by phone at 857-368-8580. I request that these Assurances be signed and returned within thirty (30) days from the date of receipt of this letter. Failure to return a signed Assurance to MassDOT may delay or compromise our ability to provide federal financial assistance to your municipality, including any federally-aided transportation projects on municipally-owned roadways.

Thank you for your consideration of this request and I look forward to your prompt response in this instance.

Sincerely,

Stephanie Pollack

Secretary/CEO MassDOT

Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.

Direct discrimination by Federal, State, or local governments is prohibited by the Constitution.

But indirect discrimination, through the use of Federal funds, is just as invidious; and it should not be necessary to resort to the courts to prevent each individual violation.

-John F. Kennedy



For more information, please contact:

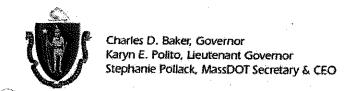
Title VI Specialist
Office of Diversity and Civil Rights
Massachusetts Department of Transportation
10 Park Plaza, Suite 3800
Boston, MA 02116

(857) 368-8580 MassDOT.CivilRights@state.ma.us

TTY: (857) 368-0603 January 29, 2015

Guide for MassDOT Subrecipients: Implementing the FHWA Title VI/ Nondiscrimination







TITLE VI/NONDISCRIMINATION ASSURANCES

The United States Department of Transportation (U.S. DOT) Order No. 1050.2A

The Massachusetts Department of Transportation (hereinafter referred to as the "Recipient") hereby agrees that, as a condition to receiving any Federal financial assistance from the U. S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

STATUTORY/REGULATORY AUTHORITIES

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin (including limited English proficiency));
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 27 (entitled Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance);
- 49 C.F.R. Part 28 (entitled Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation);
- 49 C.F.R. Part 37 (entitled Transportation Services For Individuals With Disabilities (ADA));
- 23 C.F.R. Part 200 (FHWA's Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled Discrimination On The Basis Of Disability In State And Local Government Services);

The preceding statutory and regulatory cites are referred to as the "Acts" and "Regulations," respectively.



FEDERAL EXECUTIVE ORDER AUTHORITIES

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898, 3 C.F.R. 859 (1995), entitled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" emphasizes that Federal agencies should use existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and FHWA intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations.

Additionally, Executive Order 13166, 3 C.F.R. 289 (2001) on Limited English Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the "application of Title VI's prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency." When receiving Federal funds Recipients are expected to conduct a Four-Factor Analysis to prevent discrimination based on National Origin. (See also U.S. DOT's "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurances that:

No person in the United States shall, on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from U. S. DOT, including FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Additionally, the Recipient may not discriminate in the selection and retention of contractors, including without limitation, retaining contractors whose services are for, or incidental to, construction, planning, research, highway safety, engineering, property management, realty, fee contracts, and other commitments with persons for services and expenses incidental to the acquisition of rights-of-way.

Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of rights-of-way, and related projects, including those who supply materials and lease equipment.

The Recipient may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where highway rights-of-way acquisitions necessitate relocation(s).

The Recipient may not discriminate by preventing Title VI/Nondiscrimination populations from accessing and using facilities and services provided for public accommodations (i.e., eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the rights-of-way of Federally-assisted highways.

The Recipient shall not locate, design, or construct a highway in such a manner as to deny access to, and use thereof, to any persons on the basis of race, color national origin (including limited English proficiency), age, sex, or disability, including low-income status.

Additionally, the Recipient shall develop and implement a Public Participation Plan in a manner that ensures the identification of Title VI/Non-discrimination population(s), affords the population(s) opportunities to comment on transportation planning and highway project development, and provides for consideration of and prompt response to all substantive comments.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient gives the following Assurances:

- 1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- 2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all its programs and activities and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The Massachusetts Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) the Acts and the Regulations (FHWA Title VI/Nondiscrimination Assurance), hereby affirmatively ensures that for any contract entered into pursuant to this advertisement, all bidders, including disadvantaged business enterprises, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status in consideration for an award.

- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
- 4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the Recipient;
- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith for the duration of Recipient ownership of the facility and future deeds, leases, licenses, permits, or similar transfers where the use of the facility remains transportation related (see Specific Assurance #8, below).

- 6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program (Appendix C); and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program (Appendix D).
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Acts, the Regulations and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations and this Assurance.

By signing this Assurance, the Massachusetts Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Massachusetts Department of Transportation gives this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-aid Highway Program. This Assurance is binding on the Massachusetts Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Federal-aid Highway Program. The person signing below is authorized to sign this Assurance on behalf of the Recipient.

SIGNED FOR THE RECIPIENT:

Stephanie Pollack

Secretary/CEO

Massachusetts Department of Transportation

119/15

Date

SUBRECIPIENT TITLE VI/NONDISCRIMINATION ASSURANCES

	as the "Sub-Recipient"), hereby agrees that, as a
condition of receiving any Federal financial assistance Transportation (U. S. DOT), Federal Highway Adminis Massachusetts, through its Department of Transport comply with the Acts and Regulations detailed in this	stration (FHWA), from the Commonwealth of tation (Recipient), it is subject to and must
This Assurance is given in consideration of and for the grants, loans, contracts, agreements, property, and/of financial assistance extended after the date hereof to Transportation under the Federal Highway Program a recipients, sub-grantees, contractors, subcontractors successors in interest, and any other participants in the persons whose signature appears below are authorized.	or discounts, or other Federal-aid and Federal o the recipients by the Department of and is binding on it, other recipients, sub- s and their subcontractors', transferees, the Federal Highway Programs. The person or
	·
SIGNED FOR THE SUB-RECIPIENT:	
	· · · · · · · · · · · · · · · · · · ·
(Signature & Date)	
(Print Name & Title)	

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply
 with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of
 the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may
 be amended from time to time, which are herein incorporated by reference and made a part
 of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Massachusetts Department of Transportation (MassDOT) or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to MassDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, MassDOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a control, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as MassDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request MassDOT to enter into any litigation to protect the interests of MassDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

"Now, therefore, the U.S. Department of Transportation (hereinafter referred to as "U.S. DOT"), as authorized by law, and upon the condition that the Massachusetts Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, U.S.C., the Regulations for the Administration of the above statute, and the policies and procedures prescribed by the Federal Highway Administration (hereinafter referred to as "FHWA") of the U.S. DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Massachusetts Department of Transportation all the right, title and interest of the U.S. DOT in and to said lands described in Exhibit A attached hereto and made a part hereof."

(HABENDUM CLAUSE)

"To have and to hold said lands and interests therein unto the Massachusetts Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Massachusetts Department of Transportation, its successors and assigns.

The Massachusetts Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that:

- (1) no person will on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and;
- (2) that the Massachusetts Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and;
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, U.S. DOT will have a right to enter or reenter said lands and facilities on said land, and that above-described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. DOT and its assigns as such interest existed prior to this instruction.*

^{*} Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Massachusetts Department of Transportation, pursuant to the provisions of Assurance 7a:

- The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Massachusetts Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- 3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Massachusetts Department of

^{*} Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.

Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Massachusetts Department of Transportation and its assigns.*

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in all deeds, licenses, leases, permits, or similar instruments/agreements entered into by the Massachusetts Department of Transportation pursuant to the provisions of Assurance 7b.

- 1. "The (grantee, licensee, pemittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- 2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above non-discrimination covenants, the Massachusetts Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- 3. With respect to deeds, in the event of breach of any of the nondiscrimination covenants, the [description of the property] will there upon revert to and vest in and become the absolute property of the Massachusetts Department of Transportation and its assigns.*

^{*} Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX E

During the performance of this contact, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

PERTINENT NON-DISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority
 Populations and Low-Income Populations (ensures discrimination against minority
 populations by discouraging programs, policies, and activities with disproportionately high
 and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes
 discrimination because of limited English proficiency (LEP). To ensure compliance with Title
 VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your
 programs (70 Fed. Reg. at 74087 to 74100)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

Notice of Nondiscrimination Rights and Protections to Beneficiaries

Federal "Title VI/Nondiscrimination" Protections

or national origin (including limited English proficiency), be excluded from participation in, be denied the benefits assisted programs and requires that no person in the United States of America shall, on the grounds of race, color, Administration, or both prohibit discrimination on the basis of age, sex, and disability. These protected categories of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance. Related federal nondiscrimination laws administrated by the Federal Highway Administration, the Federal Transit compliance with federal nondiscrimination laws including Title VI of the Civil Rights Act of 1964 (Title VI), the Civil Rights Restoration Act of 1987, and related statutes and regulations. Title VI prohibits discrimination in federally The Massachusetts Department of Transportation (MassDOT) operates its programs, services, and activities in limited English proficiency, in compliance with US Department of Transportation policy and guidance on federal are contemplated within MassDOT's Title VI Programs consistent with federal interpretation and administration. Additionally, MassDOT provides meaningful access to its programs, services, and activities to individuals with Executive Order 13166

State Nondiscrimination Protections

ancestry. Likewise, MassDOT complies with the Governor's Executive Order 526, section 4 requiring all programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state accommodation based on race, color, religious creed, national origin, sex, sexual orientation, disability, or orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's prohibiting making any distinction, discrimination, or restriction in admission to or treatment in a place of public MassDOT also complies with the Massachusetts Public Accommodation Law, M.G.L. c 272 §§ 92a, 98, 98a, shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual status (including Vietnam-era veterans), or background

Additional Information

To request additional information regarding Title VI and related federal and state nondiscrimination obligations, please contact:

Title VI Specialist MassDOT, Office of Diversity and Civil Rights

10 Park Plaza

Boston, MA 02116

857-368-8580 TTY: 857-368-0603 MASSDOT.CivilRights@state.ma.us

Complaint Filing

To file a complaint alleging a violation of Title VI or related federal nondiscrimination law, contact the Title VI Specialist (above) within 180 days of the alleged discriminatory conduct. To file a complaint alleging a violation of the state's Public Accommodation Law, contact the Massachusetts Commission Against Discrimination within 300 days of the alleged discriminatory conduct at:

Massachusetts Commission Against Discrimination (MCAD)

One Ashburton Place, 6th Floor

Boston, MA 02109

617-994-6000 TTY: 617-994-6196

Translation

English: If this information is needed in another language, please contact the MassDOT Title VI Specialist at 857-368-8580 Portuguese: Caso esta informação seja necessária em outro idioma, favor contar o Especialista em Título VI do MassDOT pelo telefone 857-368-8580. Spanish: Si necesita esta información en otro idioma, por favor contacte al especialista de MassDOT del Título VI al 857-368-8580.

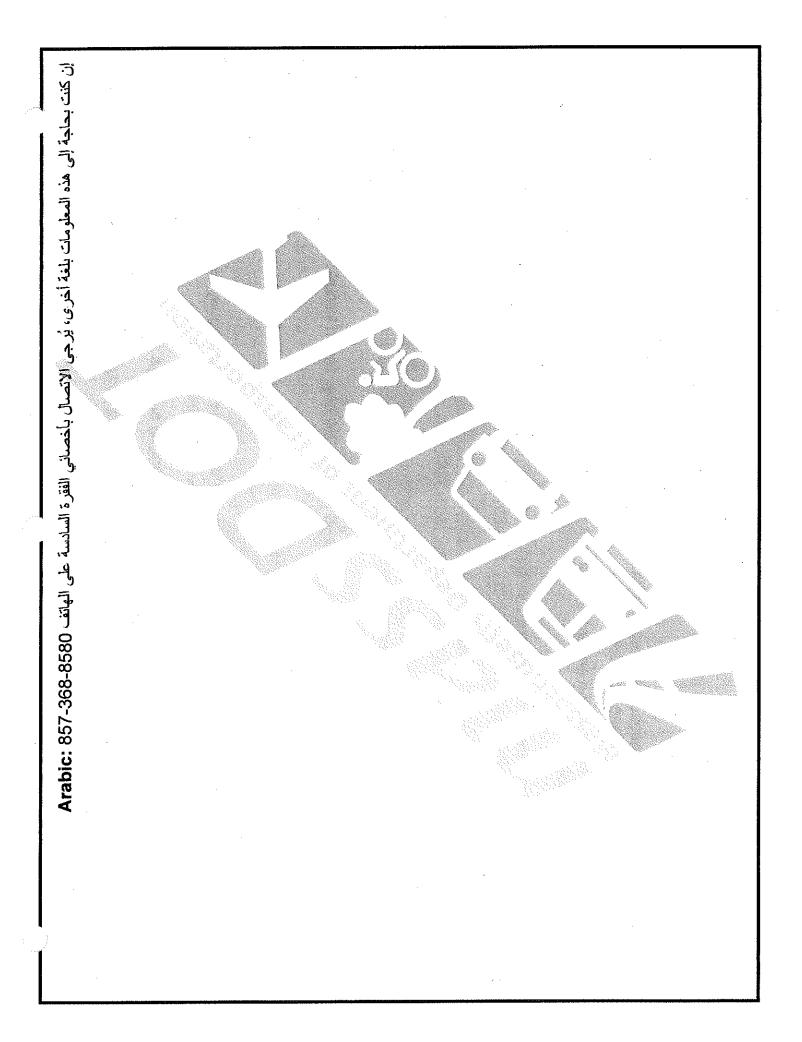
Chinese Simplified: (mainland & Singapore): 如果需要使用其它语言了解信息,请联系马萨诸塞州交通部 《民权法案》第六章专员,电话857-368-8580。 (MassDOT)

請聯繫馬薩諸塞州交通部 Chinese Traditional: (Hong Kong & Taiwan): 如果需要使用其它語言了解信息, (MassDOT) 《民權法案》第六章專員,電話857-368-8580。

специалистом по Титулу VI Департамента Транспорта штата Массачусетс (MassDOT) по тел: Russian: Если Вам необходима данная информация на любом другом языке, пожалуйста, свяжитесь со 857-368-8580. Haitian Creole: Si yon moun vie genyen enfômasyon sa yo nan yon lòt lang, tanpri kontakte Espesyalis MassDOT Fitle VI la nan nimewo 857-368-8580 Vietnamese: Nếu quý vị cần thông tin này bằng tiếng khác, vuí lòng liến hệ Chuyên viên Luật VI của MassDOT theo số điện thoai 857-368-8580.

French: Si vous avez besoin d'obtenir une copie de la présente dans une autre langue, veuillez contacter le spécialiste du Titre VI de MassDOT en composant le 857-368-8580.

Italian: Se ha bisogno di ricevere queste informazioni in un'altra lingua si prega di contattare lo Specialista MassDOT del Titolo VI al numero 857-368-8580.



AGENDA ITEM #4

Authorization of Chairman to Execute Contract with Salmon Home Care, LLC for Public Health Nursing Services - \$14,150

Associated back up materials attached.

- Contract between the Town of Medway and Salmon Home Care, LLC
- Email from Town Counsel dated July 14, 2015 approving as to form

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Salmon Home Care, LLC to provide Public Health nursing services as presented.

CONTRACT BETWEEN THE TOWN OF MEDWAY and Salmon Home Care, LLC

This Agreement is made on this 21st day of May, 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Salmon Home Care, LLC (hereinafter, "Contractor") whereby the Town and Contractor contract for services under the terms and conditions set forth herein.

I. GOODS

Contractor shall provide services pursuant to the Town's specifications. See Attachment A for identification of services to be provided. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between the Town and Contractor
- 2) Contractor's bid or proposal Attachment A
- Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required certificates of insurance required under the contract,

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

II. COMPENSATION

The Town agrees to pay the Contractor \$14,150.00 for the services delivered pursuant to this contract. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice monthly to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Contractor no later than June 30th, 2016.

IV. INDEMNIFICATION

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the

Contractor's performance of its obligations under this contract. The Contractor hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

V. INSURANCE

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

V. TERMINATION

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

VI. NOTICES

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

Town of Medway:

Town Administrator Town of Medway 155 Village Street Medway, MA 02053 Contractor: Salmon Home Care, LLC

Title V.P. Finance and CFO

Company Salmon Home Care, LLC

Address 37 Birch Street Milford MA 01757

VII. GOVERNING LAW

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

VIII. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

Marin			
For Salmon Home Care, LLC	For the Town of Medway		
By their duly authorized representative			

Date: 5/22/15	Date:		
Approved as to availability of funds:	Approved as to form:		
and Rod			
Town Accountant	Town Counsel		
01510002 5300			

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **Salmon Home Care**, **LLC** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

For

By their duly authorized representative

Social Security number or Tax Identification number: 45 - 29 44498

General Contract for Goods-Services

AGREEMENT BETWEEN THE TOWN OF MEDWAY

and

SALMON HOME CARE, LLC

Attachment A Scope of Services

Fiscal Year: 2016

The Contractor is to provide public health nursing duties to the Town as specified by the Agreement and this Scope of Services. Additional activities or duties must be discussed and agreed upon by both parties and will be subject to additional cost(s).

Mutual Responsibilities:

A liaison person shall be designated by the Town and by the Contractor to meet as necessary to review the program, discuss the services provided, and to be available as needed to consider both specific and general problems which may arise.

Town Representative: <u>Stephanie Bacon, Health Director Contractor Representative</u>: <u>Mark Surprenant</u>

Responsibilities of the Contractor:

A. Communicable Disease Investigations:

- The Contractor shall be responsible for all required communicable disease follow-up
 investigations, including the completion and submission of the investigation reports to the
 Massachusetts Department of Public Health (DPH), counseling and education, testing, and
 screening for communicable diseases as identified by the DPH. All communicable diseases
 will be reported via DPH's MAVEN system.
- 2. The agreement with the VNA includes unrestricted telephone access to knowledgeable public health nurses 365 days per year for information and guidance concerning public health issues at no additional charge. The agreement provides a resource to Town residents and businesses to answer questions regarding communicable diseases and prevention
- 3. Immunization, other than at the annual, seasonal influenza clinics, will be limited to individuals exposed to applicable communicable diseases, such as Hepatitis A, in instances when the vaccine is made available from DPH. All other requests for preventative immunization and/or TB screening for departments of the Town will be considered on a private pay basis.
- 4. In the event of the need for a significant number of home visits in order to conduct direct observed therapy (DOT) for confirmed, active tuberculosis cases or children under five on prophylaxis, consideration for an amendment may be requested.

B. Clinic Program:

The Contractor shall provide a health promotion clinic program to the Town, which includes the following:

- 1. <u>Health Screening/Health Education Clinics</u>: Vital sign and health education clinics will be held five times per year at times and at location(s) established in conjunction with the Town, e.g., Senior Centers. The objective of this program is to provide health screening, preventive health education and health awareness, as well as information on local health resources.
- 2. Annual Seasonal Influenza Clinics: One seasonal immunization clinic will be held for persons who are identified by the Massachusetts' DPH as eligible for receipt of State provided vaccine. This clinic will be set up directly with the Town's Health Agent/Director. Vaccine availability and supply will be determined by the number of doses provided by DPH. Medical supplies, including disposal of the hazardous waste, will be provided and handled by the Contractor and is included in the cost of the Agreement.

3. Maternal-Child Health Services:

- 1. Accepting referrals for any child abuse or neglect concerns, visiting family and following through as necessary with mandated reporting, counseling, education and support.
- 2. Assisting pregnant women to secure early and continuous medical and dental care.
- 3. Visiting the homes of premature babies to assist parents with instruction in the care of infant.
- 4. Visiting the homes of other new babies where there is a need for health promotion education.
- 5. Encouraging medical supervision and early immunization by the family physician. Working cooperatively with other community agencies and making referrals to them as indicated.

C. General

Patient health care records shall be maintained at the Contractor. All necessary reports shall be completed by the designated Contractor personnel via MAVEN. Immunization records will be stored offsite for the required number of years.

Responsibilities of the Board of Health:

- A. The Board of Health will make available a representative for the purpose of consultation and/or home visitation, should environmental conditions warrant such action.
- B. Consideration of additional reimbursement to the Contractor should a significant number of home visits in order to conduct direct observed therapy (DOT) occur.

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

ingividuai	
Signature	Date
Name (please print or type)	Social Security Number
reme (brease brine or of be)	,
Corporate SALMON HOME CARE, LLC	
Corporate Name (please pfint or type)	
MS/h	6/1/15
Signature of Corporate Officer	Bate
MATTHEW SALMON	CEO
Name of Corporate Officer (please print or type)	Title
45.2944498	
Taxpayer Identification Number	

• As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Certificate of Authority

The undersigned, **Matthew Salmon**, hereby certifies that he is the duly elected Secretary of Salmon Home Care, LLC (the "Company"), and further certifies on behalf of the Company that **Mark Surprenant**, **Executive Director**, is authorized to execute any standard contract, any and all related documents, certificates and instruments, and to take any and all such actions as she deems necessary or desirable to carry out the purposes and intent of the Company and behalf of the Company.

As of the date hereof, such authorization remains in full effect and has not been modified or revoked.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of 5/21/15.

Salmon Home Care LLC

Matthew Salmon, Chief Executive Officer



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Mark Surprenant

Signature of individual submitting bid or proposal

Salmon Home Care, LLC

Name of Business (please type or print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/1/2014

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).

0011110010 1101001 111			
PRODUCER		CONTACT Tamara Piasecki	
Sallop Insuran	ce Agency, Inc.	PHONE (A/C. No. Ext): (617) 488-6600 FAX (A/C. No.); (617) 488-6601
25 New Chardon	Street	E-MAIL ADDRESS: tpiasecki@sallop.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Boston	MA 02114-4721	INSURER A Philadelphia Insurance Co.	
INSURED		INSURER B Atlantic Charter Insurance	Co.
Salmon Home Ca	re, LLC, DBA: Milford VNA	INSURER C: Ironshore Speciality Insura	nce
37 Birch St, M	ilford, MA 01757	INSURER D :	
c/o 5 Lyman St	, Westborough, MA 01581	INSURER E :	
		INSURER F:	
COVEDACES	CEDITIESCATE MUMBEDICI, 1/49	105586 PEVISION NUMBER	

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11	VDICATED. NOTWI	THSTANDING /	ANY REQUIREMENT	F, TERM OR CONDITION OF	ANY CONTRACT OR OTHER	DOCUMENT WITH RESPECT TO WHICE	CH THIS
						D HEREIN IS SUBJECT TO ALL THE	TERMS.
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INSR	TYPE OF INSURANCE	ADDL:	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
1	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
A	CLAIMS-MADE X OCCUR	x		PHPK1211695	7/31/2014	7/31/2015	MED EXP (Any one person)	\$	10,000
	X Professional Liability			\$1,000,000/\$3,000,000			PERSONAL & ADV INJURY	\$	1,000,000
	X Employee Benefits Liab.			\$1,000,000/\$3,000,000			GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	3,000,000
-	X POLICY PRO-			,				\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS	x		PHPK1211695	7/31/2014	7/31/2015	' ' ' '	\$	
	X HIRED AUTOS X NON-OWNED AUTOS	1					PROPERTY DAMAGE (Per accident)	\$	
							Non-owned	\$	1,000,000
	X UMBRELLA LIAB X OCCUR		·				EACH OCCURRENCE	\$	3,000,000
l _A	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	3,000,000
	DED RETENTION\$	х		PHUB469208	7/31/2014	7/31/2015		\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WCA00548302	2/1/2015	2/1/2016	E.L. EACH ACCIDENT	\$	500,000
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
C	Secondary Excess Liab	х		000794605	11/1/2014	11/1/2015	\$3,000,000 per occurrence		\$3,000,000
-	1						excess over lead umbrella		agg

	excess over lead umbrella	agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACOR	, Additional Remarks Schedule, if more space is required)	
CERTIFICATE HOLDER	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVER	

Town of Medway as Additional Insured 155 Village Street Medway, MA 02053 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Piasecki/TPIASE

Jamaia Rosecti

From: Barbara Saint Andre [mailto:bsaintandre@petrinilaw.com]

Sent: Tuesday, July 14, 2015 4:17 PM

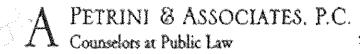
To: Stephanie Bacon

Cc: Allison Potter; Karen Kisty **Subject:** RE: 2016 VNA Contract

Stephanie, I have reviewed the contract and approve it as to form.

Barbara J. Saint André
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
Tel. (508) 665-4310
Fax (508) 665-4313
bsaintandre@petrinilaw.com

http://www.petrinilaw.com/





The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination, or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer.

AGENDA ITEM #5

Discussion/Approval – Policy on Commemoration of Veterans, Employees and Public Officials

Associated back up materials attached.

Proposed policy draft

Proposed motion: I move that the Board approve the policy on commemoration of veterans, employees and public officials as presented.

COMMEMORATION OF VETERANS, EMPLOYEES, & PUBLIC OFFICIALS

VETERANS

Upon receipt of notice of the death of an Active or retired Veteran of the United States Armed Forces who resides in the Town of Medway (at time of passing), all flags on Town property shall be lowered to half-mast to commemorate the passing in defense of our Nation for the duration defined as follows:

Killed in the Line of Duty: from the notice through thirty (30) days after the funeral Active or Retired Veteran: from the notice through seven (7) days after the funeral, or as may be required by Presidential or Gubernatorial declaration.

Information on Veteran's passing shall be obtained from the Town Clerk.

EMPLOYEES

Upon receipt of notice of the death of a current or retired employee of the Town of Medway, the relevant Town facility (Town Hall, Police Station, Fire Station, etc.) shall display the appropriate bunting on the exterior of the building and all flags on Town property shall be lowered to half-mast to commemorate the passing of a colleague in public service for the duration defined as follows:

Line of duty death: from the notice through thirty (30) days after the funeral Current or Retired employee: from the notice through seven (7) days after the funeral

PUBLIC OFFICIALS - MEDWAY

Upon receipt of notice of the death of a current or former elected official of the Town of Medway, the Town Hall shall display the appropriate bunting on the exterior of the building and the flag at Town Hall shall be lowered to half-mast to commemorate the passing of a colleague in public service for the duration defined as follows:

Current or Former Elected Official: from the notice through seven (7) days after the funeral

EXEMPTION

Should the closest relative (s) (parents, spouse, children) desire not to implement this policy, the Town shall honor their wishes.

AGENDA ITEM #6

Approval – One-Day Liquor License Applications

a. Jessica Small – Thayer Homestead – August 1, 2015 b. Joanne Dunsky – Thayer Homestead – August 6, 2015

Associated back up materials attached.

· Applications and Police Chief's recommendations

Proposed motion: I move that the Board approve a one-day all alcohol license for Jessica Small and a one-day wine & malt license for Joanne Dunsky conditioned upon fulfillment of the Police Chief's recommendations and receipt of required all insurance confirmations.



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

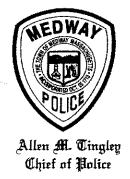
Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from 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 40th birthday Jarty
Name of Organization/Applicant <u>USSICO SMOUL</u>
Address 1910 Exchange St. Millis, MA 62054
SS# or FID#
Phone Fax () Email Jynn 1381@gmal.com
Non-Profit Organization Y N V Attach non-profit certificate of exemption
Event Location The Thayer Homestead
Event Date 8/01/2015
Event Hours (No later than 1:00 AM; Last call 12:30 AM)
Is event open to the general public? Y N
Estimated attendance

Will there be an age restriction? Y V N N N	_
How, where and by whom will ID's be checked? $\underline{\underline{BU}}$	1 muse IF Call Lamily
and friends over 2D	
Is there a charge for the beverages? Y N N	
Alcohol server(s) Attach Proof of Alcohol Server Training	
Provisions for Security, Detail Officer	
Does the applicant have knowledge of State liquor law	rs? Y N
Experience 15 years	
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Healtl	n – Food Permit; Building Dept. – Tent Permit
Date of Application $\frac{7/7/15}{}$	•
Applicant's Signature Junia Lynn	Small
Applicant's Name USSI Casmall	
Address 196 Exchange St. 1	lillis, MA 02054
Phone (608 903 - 7811 Fax () - En	nail jlynn 1381 Ogmaio. Com
The Board of Selectmen's Office will forward this applica and the Board of Health for approval and recommendati	
Police Department	
315 Village St	Date
Fire Department	
44 Milford St	Date
Board of Health	
Town Hall, 2 nd Fl	Date
Building Department	
Town Hall, 1st Fl	Date



Medway Police Department

315 Village Street Medway, MA 02053

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

July 15, 2015

To: Michael Boynton

Town Administrator

From: Allen M. Tingley

Chief of Police

Re: One day liquor license- Thayer Property – 40th Birthday Party

I have reviewed the request from Jessica Small for a one day liquor license for a 40th Birthday Party, to be held at the Thayer House, 2B Oak Street, on August 1, 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 echanic Street and Oak Street and a responsible adult with some knowledge of Mass. Liquor laws will be calecking ID's of individuals being served alcohol at the party.

Sincerely, Old Singley Allen M. Tingley

Chief of Police

Board of Selectmen

Dennis P. Crowley, Chair John A. Foresto, Vice-Chair Richard A. D'Innocenzo, Clerk Slenn 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

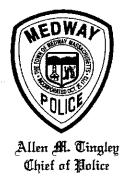
MGL c.138, §14

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 _ * Surprise* Birthday Party
Name of Organization/Applicant
Address 40 Cottage St Medway
SS# or FID#
Phone (50) 395 3003 Fax () Email JOANNE dunsky@5mail.18m
Non-Profit Organization YNNA private Party Attach non-profit certificate of exemption
Event Location Thayer House
Event Date 8 6 7015
Event Hours (No later than 1:00 AM; Last call 12:30 AM) 7- 11 30
Is event open to the general public? Y N
Estimated attendance

Will there be an age restriction? YN
How, where and by whom will ID's be checked? <u>bark nder</u>
Catering by Daniel
Is there a charge for the beverages? YN
Alcohol server(s) Attach Proof of Alcohol Server Training
Provisions for Security, Detail Officer
Does the applicant have knowledge of State liquor laws? Y N
ExperienceNA
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit
Date of Application 10 (2015
Applicant's Signature James Ja
Applicant's Name Jounne Dunsky
Address 40 CoHase St Medway MA 02053
Phone (50) 395 3003 Fax () Email 1 Danne dunstly O smail. um
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
Fire Department 44 Milford St Date
Board of Health Town Hall, 2 nd Fl Date
Building Department Town Hall, 1 st Fl Date



Medway Police Department

315 Village Street Medway, MA 02053

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

July 15, 2015,

To:

Michael Boynton

Town Administrator

From: Allen M. Tingley

Chief of Police

Re:

One day liquor license- Thayer Property- Birthday Party

I have reviewed the request from Joanne Dunsky for a one day liquor license for a Surprise Birthday Party, to be held at the Thayer House, 2B Oak Street, on August 6, 2015. I approve of the issuance of this one day liquor license with the stipulation, there will be no on-street parking on Mechanic Street and Oak Street.

he bar service will be handled by a certified bartender from Catering by Daniel

Sincerely,

Allen M. Tingley Chief of Police ACORD

CERTIFICATE OF LIABILITY INSURANCE

CATER-1

OP ID: MA

DATE (MM/DD/YYYY)

07/14/2015

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_	ertificate holder in lieu of such endors	eme	nt(S)		CONTA NAME:	CT T				
Mur	phy Hickey Insurance Agency				PHONE:	E00 45	0.0077	FAX	E00 4	22-9914
133	Milford Street dway, MA 02053				(A/C, N E-MAIL ADDRE	_{o. Ext):} 508-42 ss:	2-9211	(A/C, No):	JU8-4	22-9914
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INSI	RED Catering By Daniel DBA				1	RB: Illinois				
	Daniel Benabou						O (III O II I I I I I I I	Tallet Oo.		
	1 Stoney Ridge Rd				INSURE					***************************************
	Medway, MA 02053				INSURE					
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NSR TR	TYPE OF INSURANCE	ADDL:	WVD	POLICY NUMBER	v	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMN	S	
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A	X COMMERCIAL GENERAL LIABILITY	Х		CL2669973		11/14/2014	11/14/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR					1		MED EXP (Any one person)	\$	5,000
		1						PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO. LOC							COMBINED SINGLE LIMIT	\$	
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (1)	l						TORY LIMITS ER	\$	
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	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
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Lia ak	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE ability is extended to eve St Medway for Event 08/06 ETIFICATE HOLDER Town of Medway Town Hall 155 Village St	nt	to :	be held at Thayer	CANC SHO THE ACC	ELLATION ULD ANY OF 1 EXPIRATION	THE ABOVE DI DATE THE TH THE POLIC	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
	Medway, MA 02053							Murphy		

AGENDA ITEM #7

Action Items from Previous Meeting

Associated backup material attached.

Action item list

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	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	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
6		Playground concepts for Idylbrook and existing locations	G. Trindade	2015 Fall Town Meeting
7	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
8		Database of searchable minutes/Update Town Website	TA/IS	Summer 2015
9		Police Dept real time access to School surveillance system; ID recording maintenance responsibilities	TA/Supt. of Schools	In Process
10		Recommendation for proposed ALS program for EMS; Cost-benefit analysis	TA/Fire Chief	September
11	4/21/2015	Review Master Plan	J.Weiler/D. Kaeli	August
12	5/18/2015	Toxics Use Reduction Institute (TURI) grant applicationto pilot non-toxic natural turf management plan	DPS	June 30, 2015
13	6/1/2015	Road and Sidewalk Repair and Construction Strategy	DPS	July 2015
14	6/1/2015	Village Street Paving Plan	DPS	July 1, 2015
15	6/15/2015	Update marketing consulting services	Dennehy Pub Relation	First week August 2015
16	6/15/2015	Contract for engineering consultant - Exelon	M.Boynton	July 2015

AGENDA ITEM#8

Approval of Warrants

Warrants to be provided at meeting.

AGENDA ITEM#9

Approval of Minutes

Associated backup material attached.

- Draft Minutes BOS meeting February 4, 2015
- Draft Minutes BOS meeting March 6, 2015

Proposed motion: I move that the Board approve the draft minutes of the February 4, 2015 and March 6, 2015 Board of Selectmen meetings.

1 **Board of Selectmen's Meeting** 2 Wednesday, February 4, 2015 - 7:00 PM 3 Sanford Hall 4 15 Village Street 5 6 7 Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (7:15 PM); Glenn 8 Trindade (7:10 PM) and Maryjane White. 9 Also Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder, 10 Director, Department of Public Services; Carol Pratt, Town Accountant. 11 12 13 14 15 At 7:05 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance. 16 17 Public Comments: None. 18 19 Discussion/Vote - Millstone Village Regulatory Agreement, MCO Housing Services: 20 The Board reviewed the following information: (1) Millstone Village Budget – Percentage Interest in Common Areas – Calculation of Percentage Interest; (2) Memo from Community Housing Coordinator; 21 22 and (3) Draft agreement. 23 Selectman Trindade moved that the Board authorize the Chairman to execute the Regulatory 24 25 Agreement and the Declaration of Restrictive Covenants for Ownership Project with Millstone Village 26 as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0. 27 28 <u>Discussion/Vote – Service Level Agreement for School Field Maintenance:</u> 29 The Board reviewed a Draft Service Level Agreement. 30 31 Mr. Holder stated that DPS involvement began as just maintaining the fields, and now it has evolved to 32 include additional services. He indicated his staff would give it a try and see how it goes. 33 Selectman Trindade moved that the Board approve the Service Level Agreement for school field 34 35 maintenance, as presented; Selectman White seconded. Brief discussion followed over various components of the agreement, fees, use times, and related matters. This agreement is between the 36 37 school and parks departments, and the agreement can change at the request of either of those 38 parties. VOTE: 5-0-0. 39 40 Consideration of March Special Town Meeting Warrant Articles - Chapter 90 Road Maintenance Funding to be Allocated to Route 109 Project and Bylaw Amendment for Sewer Moratorium: 41 The Board reviewed draft Special Town Meeting Warrant Articles. 42 43 Selectman Trindade moved that the Board re-open the March 9 Special Town Meeting Warrant; 44 45 Selectman Foresto seconded. No discussion. VOTE: 5-0-0. 46 Mr. Boynton explained that earmarking the Chapter 90 funds for the Route 109 Design Project needs to 47 be put in place at Special Town Meeting in order to begin the process of opening dialogues with affected 48

1	landowners. This will help provide repaving for roads and sidewalks in addition to the roadway
2	improvements to Route 109. Brief discussion followed.
3	
4	and any and any and any any and any
5	109 project; Selectman Foresto seconded. No further discussion. Vote: 5-0-0.
6 7	The bullety are an investigation.
8	The bylaw amendment is to enact a sewer moratorium. Chairman Crowley explained that the moratorium is for sewer extensions, and the reason for it is that the
9	is for sewer extensions, and the reason for it is that when calculating the sewer flow with the two proposed
10	projects, Salmon Health and Millstone, the Town will exceed its limit with Charles River Pollution Control District. Ordinary sewer hook-ups will not be affected; and residents can still connect to existing sewer
11	lines. This is for a temporary halt on sewer extensions while the Town determines what its overall sewer
12	capacity is. Brief discussion followed.
13	·
14	Selectman Trindade moved that the Board add an article to institute a sewer moratorium using
15	language provided by Town Counsel; Selectman White seconded. No further discussion. VOTE: 5-0-0.
16	
17 18	Selectman Trindade moved that the Board closed the Special Town Meeting Warrant; Selectman
19	Foresto seconded. No discussion. VOTE: 5-0-0.
20	Vote - Recommendations on Warrant Articles for March 9, 2015 Special Town Meeting:
21	The Board reviewed the Draft Special Town Meeting Warrant which does not include the articles
22	referenced in Agenda Item #3 as well as the draft articles referenced in Item #3.
23	s and the man the analytical total of the control o
24	Selectman Trindade moved that the Board approve Article 1 - McGovern School Window/Door
25	Replacement, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.
26	
27	Selectman Trindade moved that the Board approve Article 2 – Home Rule Petition – Redevelopment
28 29	Authority, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.
30	Selectman Trindade moved that the Board agreement to the Community of the
31	Selectman Trindade moved that the Board approve <u>Article 3 – Transfer: Veterans' Benefits</u> , as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.
32	presented, selectifian refesto seconded. No discussion. VOTE: 5-0-0,
33	Selectman Trindade moved that the Board approve Article 4 - Transfer: Health Care Reimbursement
34	Account, in the amount of \$25,000; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.
35	
36	Selectman Trindade moved that the Board approve Article 5 – Chapter 90 Funding Allocation to Route
37	109 Design Project, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.
38	
39 40	Selectman Trindade moved that the Board approve Article 6 – Bylaw Amendment: Sewer Extension
40 41	Moratorium, as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.
41 42	Approval – Class II Car Dealer's License Application, Jonathan Henry LLC, 4 Main Street:
43	The Board reviewed a Class 2 Auto Dealer's license application. It was noted that the applicant has all
44	appropriate Town sign-offs for the proposed business.
15	a system the property and the system

2/4/15 BOS Mtg.

Present: Robert Potheau, property owner; Jonathan Henry, applicant.

DRAFT

Mr. Potheau stated this site used to be Johnny Black's years ago, the individual who developed it. He indicated that he now owns everything, noting that the used cars will be moved around back and pointed it out on a site plan. In case of emergency, the address is listed as 2-4-6 Main Street. At this time, he introduced Mr. Henry, and stated that the only repairs that to be done at this location will be on his own cars. He said Mr. Henry worked at this lot in the 80s and was the star salesman.

1 2

Chairman Crowley asked why all these used cars need to be in Medway. Mr. Potheau responded that the business has been this way for 60 years and was quite an eyesore when it was a junkyard. Mr. Henry explained that he is not planning to do a lot of repair due to his age and physical limitations. He anticipated "retail-ready" used cars and will participate in the Adesa auto auctions only to sell, not to buy.

Selectman Trindade moved that the Board grant a Class 2 Auto Dealer License to Jonathan Henry LLC, as proposed; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

<u>Vote of Support of Non-Support – Norfolk County Mosquito Control District Fiscal Year 2016 Budget</u>: The Board reviewed the District's budget materials.

It was noted that there is a difference of approximately \$2,000 between the FY15 and FY16 budgets.

Selectman Trindade moved that the Board vote to support the Norfolk County Mosquito Control District's FY16 budget and the Town's estimated proportionate share as provided by the district; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

Approval - One-Day Alcohol Licenses:

Smith – Thayer House, February 15, 2015; Schiller – Thayer Homestead, February 28, 2015; Parsons – Thayer House, March 7, 2015

The Board reviewed respective applications accompanied by Police Chief Tingley's recommendations.

Selectman Trindade moved that the Board approve one-day all alcohol licenses for Debra Smith, Joann Schiller and Jamie Parsons for events at the Thayer Homestead on February 15, February 28 and March 7, respectively, each conditioned on fulfillment of the Police Chief's recommendations; Selectman White seconded. No discussion. VOTE: 5-0-0.

Action Items from Previous Meetings:

DPS Facility Study – Selectman Trindade reported that someone has been hired to perform the study; it can take up to six weeks to develop a presentation.

Parks – Selectman Trindade stated there have been meetings to discuss improvements to selected playgrounds in town. Because laws have changed, any improvements will entail having to bring the entire playground up to code. He noted that there will be tours of playgrounds in other communities that may serve as models for the new playgrounds here.

Net metering – Selectman Foresto reported that the agreement with the original vendor, Enfinity, has expired. The Energy Committee is trying to set up times for the new vendor to make a proposal.

Brief discussion followed on the proposed meals tax. It is anticipated that these monies will go into the general fund, and later it can be appropriated toward deposit into the OPEB account. Ms. Carol Pratt,

2/4/15 BOS Mtg.

DRAFT

1	Town Accountant, reported that the Commonwealth's position is that all money goes to general fund		
2	clarifying that it could later be built into the budget each year as a line item to eliminate the need to		
3	appropriate the funds every year at Town Meeting.		
4			
5	Selectmen's Reports:		
6	Selectman Foresto reminded residents of the spring cleanup day, Medway Clean Sweep, and		
. 7	emphasized that volunteers need to wear bright colors so that motorists see them.		
8			
9	Chairman Crowley emphasized the need for a second sidewalk plow.		
10			
11			
12	At 7:53 PM Selectman Trindade moved to adjourn; Selectman Foresto seconded. No discussion.		
13	VOTE: 5-0-0.		
14			
15			
16	Respectfully submitted,		
17	Jeanette Galliardt		

2/4/15 BOS Mtg.

DRAFT

Board of Selectmen's Meeting 1 2 Monday, March 16, 2015 – 6:30 PM 3 Sanford Hall, Town Hall 4 155 Village Street 5 6 7 Present: John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (6:35 PM); Glenn Trindade and Maryjane 8 White. 9 10 Absent: Dennis Crowley, Chair. 11 12 Also Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder, Director, 13 Department of Public Works; Sue Ellis, Human Resources Director; Jack Mee, Building Commissioner. 14 ******* 15 16 17 At 6:32 PM Vice-Chair Foresto called the meeting to order and led the Pledge of Allegiance. 18 19 At 6:33 PM Selectman Trindade moved that the Board enter Executive Session under Exemption 3 to 20 discuss strategy with respect to collective bargaining or litigation if an open meeting may have a 21 detrimental effect on the bargaining or litigating position of the public body and the chair so declares 22 [Memorandum of Agreement between the Town and Medway Public Employees' Local Union] and to 23 return to public session upon conclusion; Selectman White seconded. Chairman Crowley declared 24 that an open discussion of the Memorandum of Agreement between the Town and the Medway 25 Public Employees' Local Union may have a detrimental effect on the bargaining or litigating position of 26 the Town. No discussion. Roll Call Vote: 3-0-0 -- (Foresto, aye; Trindade, aye; White, aye). 27 ****** 28 29 30 At 6:42 PM Vice Chair Foresto reconvened public session and listed the item reviewed in Executive Session. 31 32 Public Comments: Ms. Tracy Stewart reported she was looking for information on Warrant Article 13 33 relative to proposed playground enhancements. Selectman Trindade invited her to the CPC meeting in 34 April. At this time, Ms. Stewart announced that she has requested meeting minutes from the Board of 35 Selectmen from its January 20 meeting, and also from the Finance Committee. She added that she has 36 watched the meeting videos and wants more information. Selectmen Trindade responded that the 37 discussion she is referring to was not an agenda item and was instead a Selectman report on recent 38 activity. No action has been taken with regard at this article. Ms. Stewart expressed concerns over the 39 use of tire drive materials and volunteered to be on any committee regarding this matter. 40 41 Vice Chair Foresto reported that no proposal has been brought to the Board of Selectmen, nor has any 42 company been hired to develop any plans. 43 44 Ratification - Memorandum of Agreement with Medway Public Employees' Local Union: 45 The Board reviewed the document in Executive Session. 46 47 Mr. Boynton reported this document represents a three-year agreement. He asked for the Board's 48 ratification and move forward with Town Meeting approval.

•	1	
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Selectman Trindade moved that the Board approve and execute the Memorandum of Agreement between the Town and the Massachusetts Laborers' District council [Municipal Public Employees' Local Union]; Selectman D'Innocenzo seconded. Vice-Chair Foresto announced that this agreement was discussed a number of times in Executive Session and was approved this evening in Executive Session. No discussion. VOTE: 4-0-0

Selectman Trindade moved that the Board recommend and approve Article 27 for the Annual Town Meeting Warrant; Selectman D'Innocenzo seconded. It was noted that the dollar amount reflected in this article would be \$38,000. No further discussion. VOTE: 4-0-0.

Approval – General Obligation Bond Award, \$5,113,950:

The Board reviewed the following information: (1) General Obligation Bond Award, dated March 15, 2015; and (2) Yield Curve Comparison, dated March 11, 2015.

Present: Melanie Phillips, Finance Director.

Ms. Phillips reported that the bid went out on March 11, and we were the only Massachusetts community out there. The bidding was competitive in an unprecedented fashion. The low bid was Sterne, Agee & Leach. Some items that will be covered with this funding includes all the athletic field costs, some sewer expenses, and tanker truck.

Selectman Trindade moved that the Board of Selectmen award the General Obligation Bond for \$5,113,950 (dated March 15, 2015) to Sterne, Agee & Leach, Inc. with a TIC bid of 2.017% and a premium of \$190,182.26; Selectman White seconded. No discussion. VOTE: 4-0-0.

Grant Expenditure Authorizations: Massachusetts DCM grant for Choate Dam hydro-geologic study, \$22,000; Storm Water Management Initiative grant for enhanced leak detection, \$14,465

The Board reviewed the following information: (1) Notice of Grant Award – Choate Dam Hydrologic Study; (2) Correspondence from Legislative delegation, dated July 31, 2014; (3) Memorandum from Tom Holder, DPS Director, dated August 5, 2014; (4) Email from State Representative, dated February 7, 2015; (5) Notice of Grant Award – SWMI Water Accountability; and (6) Letter from Martin Suuberg, Commissioner, MA DEP, dated February 24, 2015.

Present: Tom Holder, Director, Department of Public Works.

Mr. Holder explained that this involves an evaluation of the Choate Dam, required by the Department of Conservation and Recreation, and now they are helping pay for it. The study will consider how Chicken Brook flows in and against the dam which will give us a sense of the dam's condition and stability. As part of the Route 109 project, this will be incorporated into the design package.

Regarding the sustainable water management initiative, Mr. Holder stated that this is an enhancement to our water accountability efforts. This grant was awarded to Medway knowing that we are trying to better manage our water accountability.

Selectman Trindade moved that the Board approve the Notices of Grant Award for the acceptance of the MA DCM Grant to provide for a hydro-geologic study of Choate Dam and of the Storm Water

Management Initiative Grant to provide for enhanced leak detection in the amounts of \$22,000 and \$14,465 respectively; Selectman White seconded. No discussion. VOTE: 4-0-0.

<u>Discussion – Proposed Inspectional Services Fees:</u>

The Board reviewed the following information: (1) Correspondence dated March 12, 2015 from Jack Mee, Building Commissioner; (2) Document entitled "Building Permit Fees"; (3) Document entitled "Building Permit Fee Comparison by Town", (4) Document entitled "Gas & Plumbing Permit Fees"; and (5) Document entitled "Wiring Permit Fees".

Present: Jack Mee, Building Commissioner.

Mr. Mee stated that he has had an opportunity to review the current fee schedule since he came to Medway recently. He included some suggestions in his report, noting that Medway is on the lower side of the range. He reminded the Board that he was once a contractor here and knows that side of it. Mr. Mee stated that keeping the permit fees at a reasonable level is important but also pointed out that it is also important to keep them current. Fees have not been changed since 2003. He noted that the proposed permit fees will enable the inspectors to cover their costs. A major revision of the permitting software is scheduled for later this week and he would like to include these fee changes into that revision.

Selectman Trindade moved that the Board approve the proposed Building, Gas & Plumbing, and Wiring Permit fees as presented; Selectman D'Innocenzo seconded. No discussion. VOTE: 4-0-0.

<u>Authorization of Vice Chairman to Execute Contract with Greenman-Pedersen, Inc. for Traffic Review of Tri-Valley Design Proposal, \$9,800:</u>

The Board reviewed the following information: (1) Email, dated March 10, 2015, from Susy Affleck-Childs, Planning Coordinator; and (2) Contract between the Town of Medway and GPI

Mr. Boynton reported that the Town needs to move forward with a peer review of the Tri Valley Design Proposal. This fee would be paid by the vendor.

Selectman Trindade moved that the Board authorize the Vice Chairman to execute the contract between the Town and Greenman-Pedersen, Inc. for traffic review of Tri-Valley design proposal in an amount not to exceed \$9.800; Selectman White seconded. No discussion. VOTE: 4-0-0.

Authorization of Vice Chairman to Execute Contract with Borrego Solar for Power Purchase/Net-Metering Credit:

The Board reviewed the following information: (1) Memorandum, dated March 11, 2015, from

Stephanie Mercandetti, Director of Community and Economic Development; (2) Contract between the

Town of Medway and Borrego Solar; and (3) Document entitled "Annual Cash Flow of PV Investment –

Net Metering Credit Purchase Agreement Scenarios [\$.19541 and \$.17 NMC value scenarios]0.

Present: Stephanie Mercandetti, Director of Community and Economic Development; Jared Connell, Borrego Solar.

Mr. Boynton briefly reported on the merits of the agreement. Mr. Connell reported that, once the snow melts, they will be able to start construction. The 6 MW site is in Carver, MA. Brief discussion followed.

1				
2				
3	seconded. No discu	ssion. VOTE: 4-0-0.		
4				
5		Town Meeting [May 11, 2015] Warrant Article Recommendations:		
6	The Board reviewed	a Draft Special Town Meeting Warrant [May 11, 2015].		
7				
8	•	hat the Warrant is still in a fluidic form so and he is not asking for the Board to		
9	make its recommend	ations tonight. This is more of a "here's how it looks right now".		
10				
11	Selectman Trindade reported that Fred Sibley was getting price quotes for a guard rail to keep vehicles			
12	off the athletic fields. There is no warrant article that would allow for that. He suggested adding it to			
13	an existing article tha	it would accommodate the quote or a separate article.		
14				
15	Brief discussion follo	wed on various articles.		
16				
17	Selectman Trindade	moved that the Board vote to close the warrant for the Special Town Meeting		
18	scheduled for May 1	1, 2015 with the proviso that an additional warrant article for guard rails at		
19	Idylbrook Field is inc	luded; Selectman White seconded. No discussion. VOTE: 4-0-0.		
20		•		
21	Approval - One-Day	Liquor License Application:		
22	Medway High School	Lacrosse Boosters, Thayer Homestead, March 28, 2015		
23	The Board reviewed t	he following information: (1) Application, undated; and (2) Police Chief Tinley's		
24				
25				
26	Selectman Trindade	moved that the Board grant a one-day liquor license to the Medway High School		
27	• • • • • • • • • • • • • • • • • • • •			
28	Chief's recommenda	tions; Selectman White seconded. No discussion. VOTE: 4-0-0.		
29				
30	Action Items from Pr	evious Meeting:		
31				
32				
33	#5 Net metering can be revised to reflect Charles River Pollution Control District installation. Brief			
34	discussion followed.			
35				
36	Update on #14 - Police	ce Department access to school surveillance equipment. Mr. Boynton reported		
37	•	fety Officer Grimes and Richard Boucher, IT Director, discussed the matter and will		
38				
39				
40	Approval of Warrant	S;		
41	The Board reviewed V			
42	*			
43	Selectman D'Innocen	zo, Clerk, read aloud Warrant 15-38, dated 3/19/15, submitted for approval:		
44		,		
45	Town Bills	\$851,504.40		
46	TOTAL	\$851,504.40		

1 2	Selectman Trindade moved that the Board approve Warrant 15-38 as read; Selectman White seconded. No discussion. VOTE: 4-0-0.
3	
4	Approval of Minutes:
5	The Board reviewed draft meeting minutes from public sessions held on September 22, 2014; December
6	2, 2014; and January 20, 2015.
7	
8	Selectman Trindade suggested postponing approval of the minutes as Chairman Crowley was absent.
9	Calasteran Dilamanana marrad that the Beaud approve the minutes of Contember 22, 2014, as
10 11	Selectman D'Innocenzo moved that the Board approve the minutes of September 22, 2014, as presented; Selectman White seconded. No discussion. VOTE: 4-0-0.
12	presented; Selectinan winte seconded. No discussion. VOIE. 4-0-0.
13	Selectman White moved that the Board approve the minutes of December 2, 2014, as presented;
14	Selectman D'Innocenzo seconded. No discussion. VOTE: 4-0-0.
15	
16	Selectman White moved that the Board approve the minutes of January 20, 2015 as presented;
17	Selectman D'Innocenzo seconded. No discussion. VOTE: 4-0-0.
18	
19	Town Administrator's Report:
20	Mr. Boynton reported that the current expense total for Snow and Ice budget is \$758,462.
21	
22	Mr. Boynton explained that the driveways at the McGovern and Memorial Schools are in serious
23	disrepair, and the plan is to have them redone over the April school vacation. The broken pavement
24	will be removed, and a subbase installed to get us through another year until the entire parking lot is
25	redone in FY17. Other damaged items include fence posts and utility boxes. Discussion followed on
26	the impact of snow on the athletic fields. Selectman Trindade asked that an update be posted on the
27	Town website as more information becomes available on the proposed updates at the schools.
28 29	The Affordable Housing Committee will be bringing forward prospective appointees on April 6.
30	The Attordable flousing committee will be bringing forward prospective appointees on April 6.
31	Lastly, Mr. Boynton announced that he will be assisting the City of Marlborough on their search for a
32	new Fire Chief.
33	
34	Selectmen's Reports:
35	There were no reports from the Selectmen.
36	
37	Vice Chair Foresto asked about an update from FEMA on winter storm costs. Mr. Boynton responded
38	that the Town has submitted all its damage reports for storms up to now. We have clearly met the
39	required expense threshold. He theorized that the reimbursement will likely come after the end of this
40	fiscal year, making it revenue for FY16.
41	
42	
43	At 7:40 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.
44 45	VOTE: 4-0-0.
45 46	Respectfully submitted,
47	Jeanette Galliardt
48	Night Board Secretary

AGENDA ITEM#10

Town Administrator's Report

AGENDA ITEM#11

Selectmen's Reports