

Board of Selectmen

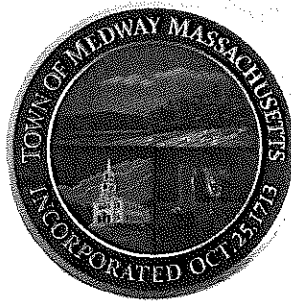
John A. Foresto, Chair

Maryjane White, Vice-Chair

Richard A. D'Innocenzo, Clerk

Miss P. Crowley

Glenn D. Trindade



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

January 19, 2016, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Board Appreciation – Lieutenant Anzivino
- Public Comments

Other Business

1. Introductions – Council on Aging's Outreach Workers – Kate Fennyery & Marcia Lombardo
2. Grant Expenditure Authorization – Mass. Dept. of Energy Resources - \$35,000
3. Approval – Trail Grant Application
4. Approval – Agreement to Install Carpet in Library – Atkinson Carpet Installation Co. Inc. - \$45,941.65
5. Authorization of Chairman to Execute a Contract with Odyssey Advisors for actuarial services
6. Discussion – Town of Medway Website Update/Communications Objectives
7. Appointment – Affordable Housing Trust – John Parlee
8. Approval – One-day Liquor License – Susan Toland - Thayer Homestead April 17, 2016
9. Opening of May 9, 2016 Annual and Special Town Meeting Warrants
10. Action Items from Previous Meeting
11. Approval of Warrants
12. Approval of Minutes
13. Town Administrator's Report
14. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

February 1, 2016 ---- Regular Meeting

February 16, 2016 ---- Regular Meeting (Mon. holiday)

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988
Email: mboynton@townofmedway.org

Town Administrator
Michael E. Boynton

Lieutenant Matthew Anzivino
Medway Fire Department
44 Milford Street
Medway, MA 02053

Dear Lieutenant Anzivino, *Matt,*

Please accept my appreciation and gratitude for your commitment to protecting the well-being of our community as demonstrated through your actions at an incident at the Episcopal Church School on January 11, 2016.

Your quick assessment of the potential emergency and evacuation of the occupants inside the building prevented any injury from occurring and therefore guaranteeing the successful outcome of this incident. It is important for you to know that your good deeds and excellent work do not go unnoticed, and I thank you for your service not only on January 11th but also every day.

Sincerely,

Michael

Michael Boynton
Town Administrator

Well Done Matt!!

cc: Board of Selectmen

AGENDA

ITEM #1

**Introductions – Council on
Aging’s Outreach Workers –
Kate Fennyery & Marcia
Lombardo**

Associated backup materials attached:

- Chart of projected growth in Medway Senior population

Projected Growth in Medway Senior Population*

<u>Age</u>	<u>2015</u>	<u>2030</u>
60-64	907	1130
65-69	638	1128
70-74	346	877
75-79	229	582
80-84	290	441
85plus	<u>268</u>	<u>360</u>
TOTALS	2678	4518

According to 2000 Federal Census, over 60 population was 2001. These numbers show a 60% increase in 15 years, over 100% in 30 years. Is Medway ready?

*UMass Donahue Institute

AGENDA ITEM #2

**Grant Expenditure Authorization
– Mass. Dept. of Energy
Resources - \$35,000**

Associated back up materials attached.

- Notice of Grant Award

Proposed motion: I move that the Board authorize the expenditure of the Energy Manager Grant in the amount of \$35,000 for the salary and expenses relating to the full time energy manager position shared with the Town of Millis.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Energy Management DATE: 1/6/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Dir. Comm. & Econ. Dev. and Energy Manager

NAME OF GRANT: Energy Manager Grant

GRANTOR: MA Department of Energy Resources

GRANT AMOUNT: \$35,000

GRANT PERIOD: 8/25/2015 - 8/24/2016

SCOPE OF GRANT/
ITEMS FUNDED Second year grant funding for salary and expenses relating to the full time energy manager position shared with the Town of Millis.

IS A POSITION BEING
CREATED: No, established last year upon receipt of grant.

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? No

ARE MATCHING TOWN
FUNDS REQUIRED? Yes

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

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:
Matching funds are used for salary, benefits, office supplies, travel, marketing materials, training/workshops, office set-up. Acct #01177011-5111

ANY OTHER EXPOSURE TO TOWN?
None.

BOARD OF SELECTMEN:

ACTION DATE _____

DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE GRANT APPROVAL
TO THE TOWN ADMINISTRATOR'S OFFICE FOR APPROVAL BY THE BOS TO EXPEND
THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT **MGL 44 S53A**

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Town of Medway</u>	COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: <u>DOER-ENE</u>
Legal Address: (W-9, W-4,T&C): <u>155 Village St, Medway, MA 02053</u>	Business Mailing Address: <u>100 Cambridge St, Ste 1020, Boston, MA 02114</u>
Contract Manager: <u>Dennis Crowley</u>	Billing Address (if different):
E-Mail: <u>bos@townofmedway.org</u>	Contract Manager: <u>Paul Carey</u>
Phone: <u>508-533-3264</u> Fax:	E-Mail: <u>Paul.S.Carey@state.ma.us</u>
Contractor Vendor Code: <u>VC6000191877</u>	Phone: <u>617-626-7372</u> Fax: <u>617-727-0030</u>
Vendor Code Address ID (e.g. "AD001"): <u>AD</u> (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): <u>CT ENE 2015ENEP01MEDWAY0113</u>
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ___ <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment <u>August 24</u> , 2015 Enter Amendment Amount: \$ <u>35,000</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>85,000</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To amend the scope, end date, and budget.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of <u> </u> , 2014, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1</u> , 2014, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>August 24</u> , 2016, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7/6/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John A. Foresto</u> Print Title: <u>Chair, Board of Selectmen</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>8/6/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Financial Officer</u>

(Handwritten initials)

AGENDA

ITEM #3

Approval – Trail Grant Application

Associated back up materials attached:

- Guidelines for completing recreational trails grant

Guidelines for Completing Recreational Trails Grants Fiscal Paperwork

On the RTP website, you will find copies of the "Standard Contract" form, "Signature Verification" form, "Commonwealth Terms and Conditions", "Request for Verification of Taxation Reporting Information" (W-9) form, "EFT Form" and "A-133" form. Note: All applicants must fill out all six forms. If you have previously worked with the state but your address has recently changed, you MUST indicate this with a signed letter stating your change of address, or all financial correspondence will continue to be sent to the old address. Just ONE set of the forms with ORIGINAL SIGNATURES must be submitted with your RTP application. Here are some guidelines for filling out the forms:

1. **Commonwealth of Massachusetts: Standard Contract Form:** Fill in **ONLY** the following:
 - At the top left, fill in your organization's name, the name of the contact person, phone numbers and addresses. Fill in your organization's Vendor Code if you know it (DCR will fill in this section if you don't know your vendor code or don't have one yet).
 - At the bottom left, under "For the Contractor," have the appropriate person sign at the X, and print their name, title, and the date. *The person signing the contract must be the same as the "Contractor Authorized Signatory" listed on the Signature Verification Form and the Commonwealth Terms and Conditions.*
2. **Contractor Authorized Signature Verification Form:** The purpose of this form is to certify that the person signing the contract and other financial forms has the authority to do so.
 - Determine if the group applying for funding is a corporation, or a partnership or other entity and follow the directions accordingly.
 - Corporations have 2 choices - you can provide a Clerk's certification, which can be done on the form, OR you can provide a board vote stating that the signatory is authorized to sign on behalf of the organization. If you choose the second option, you must also provide a sample of the signatory's signature by having the signatory sign the form and notarizing it.
 - Partnership or other entities must provide a board vote or written authorization stating that the signatory is authorized to sign on behalf of the organization AND a sample of the signatory's signature by having the signatory sign the form and notarizing it.
3. **Commonwealth Terms and Conditions form**
 - "Contractor Authorized Signatory" will be the only individual authorized to sign contracts and other fiscal documents. This person must also sign the standard contract and signature verification form. This person can be the president, executive director, treasurer, secretary, etc. of your organization – whoever is authorized. Print the person's name on the next line.
 - The rest is self-explanatory (*street addresses only, no P.O. Boxes*).
4. **W-9 Form**
 - Fill in your organization's name and legal address. *You must provide a street address.*
 - Enter your organization's "Taxpayer Identification Number," and the appropriate "Organization Type."
 - If you are a federally tax-exempt 501(c) organization please *attach a copy of your IRS determination letter. [If you are not a tax-exempt organization, but are partnering with a tax-exempt organization as a "pass-through," all six required forms should be filled out by the pass-through agency.]*
 - Enter DUNS number – refer to form instructions if you do not have one.
 - Have the appropriate person sign and date the bottom of the form.
5. **EFT Form:** Fill out the form, print and include in your application. You must include a copy of a voided check with this form. This form must be filled out regardless of whether or not the bank account is already on the system. If your bank account has changed recently, please include a letter from the organization stating that the change has been made and, going forward, the new bank account should be used.
6. **A-133 Form:** All applicants must fill out this form and initial somewhere on the page.

Please send 1 copy of each form with original signatures along with your application to:

Amanda Lewis, Department of Conservation and Recreation
136 Damon Road, Northampton, MA 01060

Please contact me if you have any questions at (413) 586-8706 ext. 19 or amanda.lewis@state.ma.us.

AGENDA

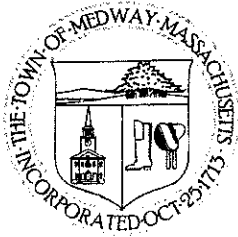
ITEM #4

**Approval – Agreement to Install
Carpet in Library – Atkinson
Carpet Installation Co. Inc. -
\$45,941.65**

Associated back up materials attached.

- Agreement

Proposed motion: I move that the Board execute a contract with Atkinson Carpet Installation Co. Inc. to perform installation of carpeting at the Library in an amount not to exceed \$45,941.65.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: Thomas Holder, Director | Department of Public Services
Date: January 19, 2016
RE: **Library Carpet – Atkinson Carpet Contract**

Please find attached three (3) copies of a contract for **Atkinson Carpet Installation for Library carpet.**

Supply and Install New Carpet for Library - Carpet tiles

This was approved as a Capital Project - Article 9 Annual town meeting for Library for \$90,000.

Bid opening results.

→ Atkinson Carpet	\$45,941
Capital Carpet	\$71,962
Pavilion Floors	\$76,168

We greatly appreciate your consideration of this issue.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

BOS Meeting JAN 19

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for by and between **Atkinson Carpet Installation Co., Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 11 Rogers Road, Haverhill, MA 01835, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required for **Supply and Install Carpet in Library** as more fully described in the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within 10 calendar days after the TOWN issues a written Notice to Proceed to the CONTRACTOR, and shall be entirely completed within thirty calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

- (c) If the CONTRACTOR fails to complete the work by the date specified in (a) of this Article, or an extended completion date which is mutually agreed upon by the TOWN and the CONTRACTOR, the awarding authority shall recover as liquidated damages \$300 per day for each day beyond the Contract completion date that the work is not completed.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$45,941.65 forty five thousand, nine hundred forty one dollars and sixty five cents as:

- (a) Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR is the amount set forth above. The TOWN shall pay the CONTRACTOR as services are performed by the CONTRACTOR based upon the portion of services completed.
- (b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:

The TOWN shall pay the CONTRACTOR in two payments, ninety (90) percent due upon delivery and ten (10) percent due 60 days after final acceptance by the Town with the unit in service. Payment shall be within forty-five days after receipt by the TOWN as stamped in by the appropriate TOWN office, of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

- (c) The following paragraph applies to contracts for public building construction under G.L. c. 30 §39K:

Within fifteen days after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month

and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

ARTICLE 6: NON-PERFORMANCE

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

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement..
- (b) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (c) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

ARTICLE 8: NOTICE

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

Town of Medway
Tom Holder, DPS Director
155 Village Street
Medway, MA 02053

Contractor:
Patrick Hoehn
General Manager
Atkinson Carpet Installation Co, Inc.
11 Rogers Road,
Haverhill, MA 01835

ARTICLE 9. 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 Agreement, 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. The Contractor shall provide a copy of additional insured endorsement for all policies that require the TOWN to be listed as an additional insured.

- (b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (c) All insurance coverage shall be in force from the time of the Agreement 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.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.
- (d) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, as limited by Mass. General Laws chapter 149, section 44E(4), and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: MATERIALS AND WORKMANSHIP

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

ARTICLE 15: GUARANTEE OF WORK

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Agreement.
- (b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
 - (1) Make goods and services conform to this Agreement;
 - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 16: GOVERNING LAW

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

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

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

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

ARTICLE 19: CORPORATE CONTRACTOR

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the CONTRACTOR complies with this section.

AGENDA

ITEM #5

**Authorization of Chairman to
Execute Contract with Odyssey
Advisors for actuarial services -
\$6,550.00**

Associated back up materials attached.

- Contract

Proposed motion: I move that the Board authorize the Chairman to execute a contract with Odyssey Advisors for actuarial services, in an amount not to exceed \$6,550.00

CONTRACT BETWEEN THE TOWN OF MEDWAY
and
ODYSSEY ADVISORS, INC.

This Agreement is made on this 14th day of December 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Odyssey Advisors, Inc., 11 Hayward Avenue, Bldg 4, Colchester, CT 06415 (hereinafter, "Contractor") whereby the Town and Contractor contract for OPEB Valuation Services under the terms and conditions set forth herein.

I. SERVICES

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

- 1) This agreement between the Town and Contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description

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 \$ **6,550.00** for the Actuarial services delivered pursuant to this contract. Upon delivery of the Actuarial services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said Actuarial 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 Actuarial services pursuant to this contract shall be delivered by the Contractor no later than eight weeks from receipt of all necessary data and information from the Town.

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 maintain general liability and motor vehicle liability insurance policies necessary to protect the Town in connection with any operations included in this Contract.

(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. 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.

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:


Name Parker Elmore
Title President, CEO and Actuary
Company Odyssey Advisors, Inc.
Address 11 Hayward Avenue, Bldg 4
Colchester, CT 06415

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.



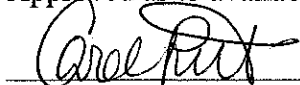
For Odyssey Advisors, Inc. PARKER
By its duly authorized representative ELMOR

Town of Medway by its
Board of Selectmen

Date: 12/14/15

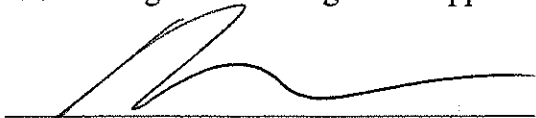
Date: _____

Approved as to availability of funds:



Town Accountant 01135002 5312

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



For PARKER ELMOR
By their duly authorized representative

Social Security number or Tax Identification number: 36-4560201

AGENDA

ITEM #6

**Discussion – Town of Medway
Website
Update/Communications
Objectives**

No associated back up materials.

AGENDA

ITEM #7

Appointment – Affordable Housing Trust – John Parlee

Associated back up materials attached.

- Resume of John Parlee
- Letter of interest

Proposed motion: I move that the Board approve the appointment of John Parlee to the Affordable Housing Trust for a term to expire June 30, 2016.

1/8/2016

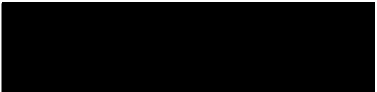
John W. Parlee
5 Fales Street, Medway, MA

Medway Affordable Housing Committee
Medway Affordable Housing Trust
Medway Board of Selectmen

I am writing to convey my interest in serving as a member of the Medway Affordable Housing Trust. I started serving on the Medway Affordable Housing Committee last year, and if given the opportunity to serve as a member of the Affordable Housing Trust, I will contribute as a member of the committee and trust. As a resident of Medway, and a committed member of the Affordable Housing Committee, I will continue to support the goals of the Affordable Housing Committee and Trust, and contribute to the vision of providing quality housing to qualified individuals and families.

Thank you for your time and consideration.

■
John W. Parlee



AGENDA

ITEM #8

**Approval – One-day Wine & Malt
License**

**Susan Toland – Thayer
Homestead - April 17, 2016**

Associated back up materials attached.

- License Application
- Police Chief's recommendations

Proposed motion: I move that the Board approve a one-day wine & malt license for Susan Toland for her event at the Thayer Homestead on April 17, 2016, subject to fulfillment of the Police Chiefs recommendations and evidence of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt champagne punch

Event Bridal Shower

Name of Organization/Applicant Susan Toland

Address 6 Saddle Hill Road medway

FID# _____

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date April 17, 2016

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

Is event open to the general public? Y _____ N

Estimated attendance 70

Will there be an age restriction? Y _____ N _____

Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training _____

Provisions for Security, Detail Officer _____

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

Experience worked in restravnts for years

The following may be required:

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

Date of Application ~~8/20/16~~ 1/6/16

Applicant's Signature Susan Toland

Applicant's Name Susan Toland

Address 6 Saddle Hill Rd Medway

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 2nd Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Millage Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

January 11, 2016

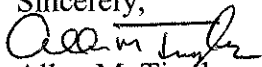
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day wine and malt license- Thayer Property- Bridal Shower

I have reviewed the request from Susan Toland for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on April 17, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA ITEM #9

**Opening of May 9, 2016 Annual and
Special Town Meeting Warrants**

No associated back up materials.

Proposed motion: I move that the Board vote to open the Annual and Special Town Meeting warrants set for May 9, 2016.

AGENDA

ITEM #10

Action Items from Previous Meeting

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process; Mtg of Cable Advisory Com	BOS	Verizon & Comcast notice received; further action Fall 2015
5	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
6	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Future Town Meeting
7	2/24/2015	\$1.1 mil environmental bond bill; Choate Improvements; prepare technical proposal for state funding in FY17	TA/BOS	Ongoing
8	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Fall 2015
9	6/1/2015	Road and Sidewalk Repair and Construction Strategy/Plan	DPS	Winter 2016
10	10/13/2015	Policy on Land Acceptances - BOS v ConCom	BOS/ PEBD	January 2016
11	11/2/2015	Discussion - solid waste and recycling fees	BOS/DPS	Winter 2016

AGENDA

ITEM #11

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #12

Approval of Minutes

Associated back up materials attached.

- **July 6, 2015 Draft Minutes**

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

7 **Present: John Foresto, Chair; Richard D'Innocenzo, Clerk; and Glenn Trindade, Member.**

8
9 Staff present: Michael Boynton, Town Administrator; Doug Havens, Community Housing Coordinator;
10 Missy Dziczek, Director, Council on Aging.

11
12 Others Present: Andrew Rodenhiser, Chair, Planning and Economic Development Board.

13 *****

14
15
16 At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

17
18 **At 7:01 PM Selectman Trindade moved that the Board enter into Executive Session under Exemption 6**
19 **to consider the purchase, exchange, lease or value of real property if the chair declares that an open**
20 **meeting may have a detrimental effect on the negotiating position of the public body [181 Main**
21 **Street, 54R Adams Street]; Selectman D'Innocenzo seconded the motion. Chairman Foresto did so**
22 **declare. It was noted that the Board will return to public session following Executive Session. There**
23 **was no discussion. Roll Call Vote: 3-0-0 (D'Innocenzo, aye; Foresto, aye; Trindade, aye).**

24 *****

25
26
27 Chairman Foresto reconvened Public Session at 7:16 PM.

28
29 **Public Comments:** None.

30
31 **Discussion – Medical Marijuana Cultivation, COMMCan, Inc.**

32 *The Board reviewed the CommCan proposal under separate cover.*

33
34 Present: Ellen Rosenfeld, President; Marc Rosenfeld, CEO/CFO; Valerio Romano, Attorney.

35
36 Mr. Boynton reported that he had a conversation with Ms. Rosenfeld and her team regarding a
37 proposed cultivation center on property the Rosenfeld family owns near the industrial park. Medical
38 marijuana was approved in 2012 by the voters of the Commonwealth of Massachusetts, and this is the
39 next round of permitting. Tonight the Board has to choose to issue a letter of support or a letter of non-
40 opposition to the proposal. The State requires one or the other for all the applications that come in.

41
42 Ms. Ellen Rosenfeld reminded the Board of their previous meeting a few weeks ago. The application
43 was submitted a week ago. As part of the third phase, CommCan is interested in placing the facility only
44 on land that it owns. As of now, the company does not know if it has passed through the first part of the
45 process. In order to go forward, the company needs the letter that is formatted on the last page of the
46 submission. It refers only to zoning, not in favor or opposed to the concept, just that the appropriate
47 location is being considered. CommCan would still need to go through the special permit process if the
48 application round is successful.

1
2 Mr. Boynton asked what they propose as benefits to the community. He asked what kinds of
3 regulations would be needed and what the necessary protections for the facility as well as the Town
4 were. If marijuana is legalized in the future, it would behoove the Town to be in a position to embrace it
5 going forward.
6

7 Selectman Trindade asked how many other communities have facilities. Mr. Valerio Romano, attorney
8 for the applicants, stated there are currently 15 registrations throughout the Commonwealth and
9 specifically named Dennis, Franklin, Plymouth, Quincy, Georgetown, Salem, Ayer, and Northampton.
10 Some are cultivation centers while some are dispensaries. The letter is the first procedural step,
11 necessary to continue to move forward through the process. Mr. Romano reminded everyone that it is
12 a medical program, not free-for-all marijuana distribution.
13

14 Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board, stated he has worked with Ms.
15 Rosenfeld a few times and is very supportive of this effort.
16

17 Selectman Trindade asked about venting as he has heard the smell can be bad. Mr. Romano responded
18 that the team includes a very experienced grower from California from a very advanced facility. Carbon
19 filters will eliminate the odors, which is a recognized process by growers in the industry. The subject
20 property is also fairly secluded which should help keep odors to a minimum.
21

22 Mr. Rodenhiser stated that eventually CommCan will apply for a special permit which will not be treated
23 as an application for agricultural use. He reminded the Board that the Planning and Economic
24 Development Board will have a lot of oversight.
25

26 Chairman Foresto theorized that, though only three Selectmen are available this evening, he saw no
27 reason not to move forward. Brief discussion followed.
28

29 **Selectman Trindade moved that the Board authorize a letter of support of the CommCan, Inc. medical**
30 **marijuana cultivation application to be signed by the Chairman on behalf of the Board of Selectmen,**
31 **and, further, authorize the Chairman and the Town Administrator to work with CommCan to develop**
32 **a potential host community agreement; Selectman D’Innocenzo seconded. No further discussion.**
33 **VOTE: 3-0-0.**
34

35 **Approval – Appointment to Planning and Economic Development Board:**

36 *The Board reviewed a Memorandum dated June 24, 2015 from Susy Affleck-Childs, Planning & Economic*
37 *Development Coordinator.*
38

39 Mr. Andrew Rodenhiser, Chair, Planning and Economic Development Board (PEDB), reported that Mr. Di
40 Iulio injured his back today and is unable to attend the meeting. He indicated that the PEDB voted on
41 the appointment to move forward with a joint appointment. He has been an associate member for a
42 couple of years. Selectman Trindade asked if this appointment should take place at a joint meeting.
43 Discussion followed. The Board decided to go ahead with the appointment as it can always meet again
44 to affirm the appointment.
45

46 **Selectman Trindade moved that the Board appoint Rich Di Iulio as full member of the Planning &**
47 **Economic Development Board to replace the position vacated by Karyl Spiller-Walsh until the May**
48 **2016 elections; Selectman D’Innocenzo seconded. No discussion. VOTE: 3-0-0.**

1
2 **Approval – DOER Energy Manager Grant, Year 2:**

3 *The Board reviewed the following information: (1) Email dated June 5, 2015 from Paul Carey, Grant*
4 *Coordinator for Massachusetts Department of Energy Resources; and (2) Second year extension for the*
5 *Medway/Millis Energy manager grant contract.*

6
7 There was brief discussion on revisiting this matter during the budget process for FY17.

8
9 **Selectman Trindade moved that the Board authorize the Chair to execute the Commonwealth's**
10 **Standard Form of Contract for Year 2 of the energy manager grant; Selectman D'Innocenzo seconded.**
11 **No discussion. VOTE: 3-0-0.**

12
13 **Approval – Millstone Village Affordable Unit Price Adjustment:**

14 *The Board reviewed the following information: (1) Correspondence dated June 25, 2015 from Ann*
15 *Sherry, Chair, Affordable Housing Trust, and Robert Ferrari, Chair, Affordable Housing Committee; and*
16 *(2) Proposed letter draft to Janie Lesniak, Division of Housing Development of Department of Housing*

17
18 Present – Doug Havens, Community Housing Coordinator.

19
20 Mr. Havens reported that the developer had previously come to request increased prices and discuss
21 other matters. Since the initial denial of increases, the Affordable Housing Committee has met with the
22 developer to further review the request for the increase. The Affordable Housing Committee supports
23 the request for a price increase and notes three factors: the increased price remains throughout the
24 sale of the affordable housing inventory, special needs requirements will be accommodated, and, if
25 ramps are requested inside garages, they will be built at a cost of materials only. The proposed unit
26 price of \$174,700 is for a three-member household.

27
28 Selectman Trindade stated he has met with the group and concurred with the conditions.

29
30 **Selectman Trindade moved that the Board approve the proposed increase in pricing of Millstone**
31 **Village's eight (8) affordable units from \$170,000 to \$174,700 and authorize the chair to execute the**
32 **proposed letter to the Department of Housing and Community Development; Selectman D'Innocenzo**
33 **seconded. No discussion. VOTE: 3-0-0.**

34
35 At this time, Mr. Havens approached the Board on another matter, that of the former American Legion
36 Hall with the intent to repurpose it into affordable housing. He indicated that the Affordable Housing
37 Committee is in the process of forming a committee to evaluate proposals. He requested that a
38 member of the Board to participate with this group. Selectman Trindade emphasized that, as it is the
39 first project of this kind, they would like it to be as perfect as possible. Chairman Foresto agreed to
40 represent the Board in this endeavor.

41
42 **Approval – GATRA Contract Extension, July 1, 2015 to August 31, 2015:**

43 *The Board reviewed the following information: (1) Memorandum from Francis Gay, GATRA Administrator,*
44 *dated June 24, 2015; and (2) Amendment to contract dated July 1, 2014 between Greater Attleboro-*
45 *Taunton Regional Transit Authority and Town of Medway.*

46
47 Present: Missy Dziczek, Director, Council on Aging.

1 **Selectman Trindade moved that the Board authorize the Chair to execute the amendment to the**
2 **contract between GATRA and the Town which will provide for the contract's extension from July 1,**
3 **2015 through August 31, 2015; Selectman D'Innocenzo seconded. No discussion. VOTE: 3-0-0.**

4
5 **Approval of Donation Acceptance – From the Friends of the Medway Public Library to the Medway**
6 **Public Library, \$17,000:**

7 *The Board reviewed a Notice of Donation Fund, dated June 2, 2015.*

8
9 Chairman Foresto stated that the Friends of the Medway Public Library gets these funds through their
10 two books sales per year. The per capita donation amount is the highest of all the surrounding
11 communities.

12
13 **Selectman Trindade moved that the Board approve the gift from the Friends of the Medway Public**
14 **Library to the Medway Public Library in the amount of \$17,000 to be added to the Memorial**
15 **Donations account for the purchase of books, media, electronic resources and other materials, and**
16 **programs; Selectman D'Innocenzo seconded. No discussion. VOTE: 3-0-0.**

17
18 **Approval – Contract for Technical Consulting Services for Proposed Exelon Project, Power Advisory:**

19 *The Board reviewed the following information: (1) Proposal dated June 23, 2015 from Power Advisory*
20 *LLC; and (2) Resume of Michael D. Ernst, Esq.*

21
22 Present: Charles Myers, Michael Ernst.

23
24 Mr. Boynton introduced Michael Ernst. He stated the Mr. Ernst has been reviewing the needs of the
25 Town with respect to the application that Exelon has put forward to the Energy Facilities Siting Board
26 (EFSB). He noted the Town has filed as an intervener in the hearing process, as has the Charles River
27 Watershed group and the Conservation Law Foundation. Mr. Boynton stated that the Town needs
28 technical consulting, such as what Mr. Ernst can offer, for this permitting process. He went on to say
29 there are three phases of review by the EFSB, and number 1 is already underway, which is the tax review
30 piece. He asked that the Board approve Mr. Ernst to review the application. He also stated there is a
31 proposal from Kleinfelder to work on water issues relative to this facility.

32
33 Mr. Ernst stated that he has experience on the Siting Board staff for a few years, as well as with law
34 firms representing companies similar to Exelon. The permitting process is complex, and it usually takes
35 at least a year to get through. Applications are several hundred pages addressing factors such as water,
36 pollution, noise, etc. The Town will have an opportunity to draft a host community agreement. Mr.
37 Ernst stated that he will prepare a summary of what the Town needs, precedent information, and an
38 overview of all issues to consider.

39
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33 **Vote – Designation of Medway as Purple Heart Town, Department of Massachusetts Military Order of**
34 **the Purple Heart:**

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36 *Commander; and (2) Proposed proclamation.*

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38 Mr. Boynton briefly reviewed the background of the program, and the number of communities that
39 have stepped forward to honor those who have made ultimate sacrifice. The intent is to make August 7
40 Purple Heart Day. Chairman Foresto suggested that Colonel Matondi be contacted to see if there was
41 anything else that could be done.

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43 **Selectman Trindade moved that the Board execute the proposed Proclamation for submittal to the**
44 **Department of Massachusetts Military Order of the Purple Heart, which will allow for Medway's**
45 **designation as a Purple Heart Town; Selectman D'Innocenzo seconded. No discussion. VOTE: 3-0-0.**

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

7 **Present: John Foresto, Chair; Richard D’Innocenzo, Clerk; and Glenn Trindade, Member.**
8

9 Staff present: Michael Boynton, Town Administrator; Doug Havens, Community Housing Coordinator;
10 Missy Dzikczek, Director, Council on Aging.
11

12 Others Present: Andrew Rodenhiser, Chair, Planning and Economic Development Board.
13

14 *****
15

16 At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.
17

18 **At 7:01 PM Selectman Trindade moved that the Board enter into Executive Session under Exemption 6**
19 **to consider the purchase, exchange, lease or value of real property if the chair declares that an open**
20 **meeting may have a detrimental effect on the negotiating position of the public body [181 Main**
21 **Street, 54R Adams Street]; Selectman D’Innocenzo seconded the motion. Chairman Foresto did so**
22 **declare. It was noted that the Board will return to public session following Executive Session. There**
23 **was no discussion. Roll Call Vote: 3-0-0 (D’Innocenzo, aye; Foresto, aye; Trindade, aye).**
24

25 *****
26

27 Chairman Foresto reconvened Public Session at 7:16 PM.
28

29 **Public Comments:** None.
30

31 **Discussion – Medical Marijuana Cultivation, COMMCan, Inc.**

32 *The Board reviewed the CommCan proposal under separate cover.*
33

34 Present: Ellen Rosenfeld, President; Marc Rosenfeld, CEO/CFO; Valerio Romano, Attorney.
35

36 Mr. Boynton reported that he had a conversation with Ms. Rosenfeld and her team regarding a
37 proposed cultivation center on property the Rosenfeld family owns near the industrial park. Medical
38 marijuana was approved in 2012 by the voters of the Commonwealth of Massachusetts, and this is the
39 next round of permitting. Tonight the Board has to choose to issue a letter of support or a letter of non-
40 opposition to the proposal. The State requires one or the other for all the applications that come in.
41

42 Ms. Ellen Rosenfeld reminded the Board of their previous meeting a few weeks ago. The application
43 was submitted a week ago. As part of the third phase, CommCan is interested in placing the facility only
44 on land that it owns. As of now, the company does not know if it has passed through the first part of the
45 process. In order to go forward, the company needs the letter that is formatted on the last page of the
46 submission. It refers only to zoning, not in favor or opposed to the concept, just that the appropriate
47 location is being considered. CommCan would still need to go through the special permit process if the
48 application round is successful.

1
2 Mr. Boynton asked what they propose as benefits to the community. He asked what kinds of
3 regulations would be needed and what the necessary protections for the facility as well as the Town
4 were. If marijuana is legalized in the future, it would behoove the Town to be in a position to embrace it
5 going forward.

6
7 Selectman Trindade asked how many other communities have facilities. Mr. Valerio Romano, attorney
8 for the applicants, stated there are currently 15 registrations throughout the Commonwealth and
9 specifically named Dennis, Franklin, Plymouth, Quincy, Georgetown, Salem, Ayer, and Northampton.
10 Some are cultivation centers while some are dispensaries. The letter is the first procedural step,
11 necessary to continue to move forward through the process. Mr. Romano reminded everyone that it is
12 a medical program, not free-for-all marijuana distribution.

13
14 Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board, stated he has worked with Ms.
15 Rosenfeld a few times and is very supportive of this effort.

16
17 Selectman Trindade asked about venting as he has heard the smell can be bad. Mr. Romano responded
18 that the team includes a very experienced grower from California from a very advanced facility. Carbon
19 filters will eliminate the odors, which is a recognized process by growers in the industry. The subject
20 property is also fairly secluded which should help keep odors to a minimum.

21
22 Mr. Rodenhiser stated that eventually CommCan will apply for a special permit which will not be treated
23 as an application for agricultural use. He reminded the Board that the Planning and Economic
24 Development Board will have a lot of oversight.

25
26 Chairman Foresto theorized that, though only three Selectmen are available this evening, he saw no
27 reason not to move forward. Brief discussion followed.

28
29 **Selectman Trindade moved that the Board authorize a letter of support of the CommCan, Inc. medical**
30 **marijuana cultivation application to be signed by the Chairman on behalf of the Board of Selectmen,**
31 **and, further, authorize the Chairman and the Town Administrator to work with CommCan to develop**
32 **a potential host community agreement; Selectman D’Innocenzo seconded. No further discussion.**
33 **VOTE: 3-0-0.**

34
35 **Approval – Appointment to Planning and Economic Development Board:**

36 *The Board reviewed a Memorandum dated June 24, 2015 from Susy Affleck-Childs, Planning & Economic*
37 *Development Coordinator.*

38
39 Mr. Andrew Rodenhiser, Chair, Planning and Economic Development Board (PEDB), reported that Mr. Di
40 Iulio injured his back today and is unable to attend the meeting. He indicated that the PEDB voted on
41 the appointment to move forward with a joint appointment. He has been an associate member for a
42 couple of years. Selectman Trindade asked if this appointment should take place at a joint meeting.
43 Discussion followed. The Board decided to go ahead with the appointment as it can always meet again
44 to affirm the appointment.

45
46 **Selectman Trindade moved that the Board appoint Rich Di Iulio as full member of the Planning &**
47 **Economic Development Board to replace the position vacated by Karyl Spiller-Walsh until the May**
48 **2016 elections; Selectman D’Innocenzo seconded. No discussion. VOTE: 3-0-0.**

1
2 **Approval – DOER Energy Manager Grant, Year 2:**

3 *The Board reviewed the following information: (1) Email dated June 5, 2015 from Paul Carey, Grant*
4 *Coordinator for Massachusetts Department of Energy Resources; and (2) Second year extension for the*
5 *Medway/Millis Energy manager grant contract.*

6
7 There was brief discussion on revisiting this matter during the budget process for FY17.

8
9 **Selectman Trindade moved that the Board authorize the Chair to execute the Commonwealth’s**
10 **Standard Form of Contract for Year 2 of the energy manager grant; Selectman D’Innocenzo seconded.**
11 **No discussion. VOTE: 3-0-0.**

12
13 **Approval – Millstone Village Affordable Unit Price Adjustment:**

14 *The Board reviewed the following information: (1) Correspondence dated June 25, 2015 from Ann*
15 *Sherry, Chair, Affordable Housing Trust, and Robert Ferrari, Chair, Affordable Housing Committee; and*
16 *(2) Proposed letter draft to Janie Lesniak, Division of Housing Development of Department of Housing*
17

18 Present – Doug Havens, Community Housing Coordinator.

19
20 Mr. Havens reported that the developer had previously come to request increased prices and discuss
21 other matters. Since the initial denial of increases, the Affordable Housing Committee has met with the
22 developer to further review the request for the increase. The Affordable Housing Committee supports
23 the request for a price increase and notes three factors: the increased price remains throughout the
24 sale of the affordable housing inventory, special needs requirements will be accommodated, and, if
25 ramps are requested inside garages, they will be built at a cost of materials only. The proposed unit
26 price of \$174,700 is for a three-member household.

27
28 Selectman Trindade stated he has met with the group and concurred with the conditions.

29
30 **Selectman Trindade moved that the Board approve the proposed increase in pricing of Millstone**
31 **Village’s eight (8) affordable units from \$170,000 to \$174,700 and authorize the chair to execute the**
32 **proposed letter to the Department of Housing and Community Development; Selectman D’Innocenzo**
33 **seconded. No discussion. VOTE: 3-0-0.**

34
35 At this time, Mr. Havens approached the Board on another matter, that of the former American Legion
36 Hall with the intent to repurpose it into affordable housing. He indicated that the Affordable Housing
37 Committee is in the process of forming a committee to evaluate proposals. He requested that a
38 member of the Board to participate with this group. Selectman Trindade emphasized that, as it is the
39 first project of this kind, they would like it to be as perfect as possible. Chairman Foresto agreed to
40 represent the Board in this endeavor.

41
42 **Approval – GATRA Contract Extension, July 1, 2015 to August 31, 2015:**

43 *The Board reviewed the following information: (1) Memorandum from Francis Gay, GATRA Administrator,*
44 *dated June 24, 2015; and (2) Amendment to contract dated July 1, 2014 between Greater Attleboro-*
45 *Taunton Regional Transit Authority and Town of Medway.*

46
47 Present: Missy Dziczek, Director, Council on Aging.

1 **Selectman Trindade moved that the Board authorize the Chair to execute the amendment to the**
2 **contract between GATRA and the Town which will provide for the contract's extension from July 1,**
3 **2015 through August 31, 2015; Selectman D'Innocenzo seconded. No discussion. VOTE: 3-0-0.**

4
5 **Approval of Donation Acceptance – From the Friends of the Medway Public Library to the Medway**
6 **Public Library, \$17,000:**

7 *The Board reviewed a Notice of Donation Fund, dated June 2, 2015.*

8
9 Chairman Foresto stated that the Friends of the Medway Public Library gets these funds through their
10 two books sales per year. The per capita donation amount is the highest of all the surrounding
11 communities.

12
13 **Selectman Trindade moved that the Board approve the gift from the Friends of the Medway Public**
14 **Library to the Medway Public Library in the amount of \$17,000 to be added to the Memorial**
15 **Donations account for the purchase of books, media, electronic resources and other materials, and**
16 **programs; Selectman D'Innocenzo seconded. No discussion. VOTE: 3-0-0.**

17
18 **Approval – Contract for Technical Consulting Services for Proposed Exelon Project, Power Advisory:**

19 *The Board reviewed the following information: (1) Proposal dated June 23, 2015 from Power Advisory*
20 *LLC; and (2) Resume of Michael D. Ernst, Esq.*

21
22 Present: Charles Myers, Michael Ernst.

23
24 Mr. Boynton introduced Michael Ernst. He stated the Mr. Ernst has been reviewing the needs of the
25 Town with respect to the application that Exelon has put forward to the Energy Facilities Siting Board
26 (EFSB). He noted the Town has filed as an intervener in the hearing process, as has the Charles River
27 Watershed group and the Conservation Law Foundation. Mr. Boynton stated that the Town needs
28 technical consulting, such as what Mr. Ernst can offer, for this permitting process. He went on to say
29 there are three phases of review by the EFSB, and number 1 is already underway, which is the tax review
30 piece. He asked that the Board approve Mr. Ernst to review the application. He also stated there is a
31 proposal from Kleinfelder to work on water issues relative to this facility.

32
33 Mr. Ernst stated that he has experience on the Siting Board staff for a few years, as well as with law
34 firms representing companies similar to Exelon. The permitting process is complex, and it usually takes
35 at least a year to get through. Applications are several hundred pages addressing factors such as water,
36 pollution, noise, etc. The Town will have an opportunity to draft a host community agreement. Mr.
37 Ernst stated that he will prepare a summary of what the Town needs, precedent information, and an
38 overview of all issues to consider.

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40 Selectman D'Innocenzo asked if Mr. Ernst will also be on the lookout for things that should be included
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1 Selectman Trindade asked if there was any progress on lowering flag for soldiers killed in action or other
2 displays to honor those individuals. Mr. Boynton responded that there is no real policy in place. He will
3 work on it with the Veterans' District and other individuals.
4

5 **Action Items from Previous Meeting:**

6 *The Board reviewed the Action Item list.*
7

8 Brief discussion followed on the possibility of scaling back the Brentwood Project.
9

10 **Approval of Warrants:**

11 *The Board reviewed Warrant 16-2.*
12

13 Selectman D'Innocenzo, Clerk, read aloud Warrant 16-2, dated 7/9/15, presented for approval:
14

15	Town Bills	<u>\$735,574.93</u>
16	TOTAL	\$735,574.93

17

18 **Selectman Trindade moved that the Board approve the Warrant as read; Selectman D'Innocenzo**
19 **seconded. No discussion. VOTE: 3-0-0.**
20

21 **Approval of Minutes:**

22 *The Board reviewed revised draft minutes from February 4, 2015.*
23

24 Due to the fact that only three members of the Board were present, it was decided to postpone review
25 of the minutes.
26

27 **Town Administrator's Report:**

28 Mr. Boynton reported that FY15 has been closed out. Reports with the ending balances will be ready in
29 the coming weeks.
30

31 He expressed concern for shelter locations during the winter months, noting that the high school
32 emergency generator was not designed for long term use.
33

34 **Selectmen's Reports:**

35 Selectman Trindade reported that there are a lot of people posting on the Friends of Medway Facebook
36 page who have expressed interest in improvements to recreational facilities such as a splash park. Mr.
37 Boynton will get information that can be shared with parents. Selectman Trindade continued, noting
38 that the problem is that people say that their favorite place is Choate Park which is a small area with a
39 lot of stuff already in it. He suggested getting a consultant to help determine what kinds of things would
40 fit. Chairmn Foresto emphasized that there should be a vision of what the park should look like. The
41 matter will be discussed further at a future meeting.
42

43 **At 8:42 PM Selectman Trindade moved to adjourn; Selectman D'Innocenzo seconded. No discussion.**
44 **VOTE: 3-0-0.**
45

46 Respectfully submitted,
47 Jeanette Galliardt
48 Night Board Secretary

AGENDA ITEM #13

Town Administrator's Report

AGENDA

ITEM #14

Selectmen's Reports