

Board of Selectmen

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



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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

October 17, 2016, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

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

Other Business

1. Presentation – Five Year Budget Forecast – Carol Pratt, Finance Director
2. Municipal Aggregation Presentation – Mark Capadonna, Colonial Power Group, Inc.
3. Contract Approval – Energy Management System Installation in Police Department Headquarters – Prism Energy Services- \$96,968.
4. (7:45 PM) Public Hearing – Retail Liquor License Request – TC Scoops
5. Consideration of Appointment – Community Preservation Committee – At Large Member (1 Position) -Tom Emero, Debi Rossi, Dayna Gill, Rori Stumpf
6. Consideration of Appointment – Energy Committee - Sebastian Downs
7. Vote Recommendations - Fall Town Meeting Warrant
8. Approval – One-Day Liquor License Requests
 - a. Medway Youth Football & Cheer – Thayer Homestead – October 21, 2016
 - b. Maryjane White – Thayer Homestead – December 8, 2016
9. Action Items from Previous Meeting
10. Approval of Warrants
11. Approval of Minutes
12. Town Administrator's Report
13. Selectmen's Reports
14. Town Administrator Evaluation Process

For more information on agenda items, please visit the Board of Selectmen's page at
www.townofmedway.org

Upcoming Meetings, Agenda and Reminders
November 7, 2016 ----- Regular Meeting
November 14, 2016 --- Fall Town Meeting

AGENDA

ITEM #1

**Presentation – Five Year Budget Forecast –
Carol Pratt, Finance Director**

Associated backup materials attached:

- Five Year Budget Forecast

**TOWN OF MEDWAY - FINANCE TEAM BUDGET PROJECTIONS FY18 - FY22
REVENUE ASSUMPTIONS**

1. Property Tax	Actual Recap FY2016	ATM FY2017	Estimated FY17 RECAP	FY2018	FY2019	FY2020	FY2021	FY2022
Base	30,055,012	31,323,049	31,323,049	32,591,325	33,656,108	34,747,510	35,866,198	37,012,853
2.5% levy increase	751,375	783,076	783,076	814,783	841,403	868,688	896,655	925,321
Debt Exclusion	2,173,679	1,845,132	1,845,132	1,801,889	1,753,934	1,705,443	1,655,804	1,655,804
Est. New Growth	516,662	250,000	485,199	250,000	250,000	250,000	250,000	250,000
ATM Change								
Unused Capacity	(751,728)	(350,000)	(585,199)	(350,000)				
Total	32,745,000	33,851,258	33,851,258	35,107,997	36,501,444	37,571,641	38,668,657	39,843,978
2. State Aid	11,836,814	12,024,588	12,024,588	12,145,083	12,145,083	12,145,083	12,145,083	12,145,083
3. Local Receipts	1,992,000	2,435,100	2,435,100 *	2,534,100	2,534,100	2,534,100	2,534,100	2,534,100
4. Stabilization Transfers	43,684	38,546	38,546	34,396	9,252			
TOTAL	46,617,498	48,349,492	48,349,492	49,821,576	51,189,879	52,250,824	53,347,840	54,523,161

* Includes an estimated \$100k in Meals Tax Revenue

TOWN OF MEDWAY - FINANCE TEAM BUDGET PROJECTIONS FY18 - FY22
EXPENDITURE ASSUMPTIONS

Forecasted Expenses are LEVEL
except for line items noted below:

School base salaries	FY18 2% plus \$49,170; FY19 - 22 = 2% per year; Budget increase of \$501,000
Town base salaries	FY18 2% Contract Increase; 2% increase per year = FY19-22
Police Salaries	FY18 1% increase plus \$144,814 (6 mths for new officers, plus vacation pay-out for retiring officers); FY19 - 22 = 2%
Fire Salaries	FY18 1% increase plus \$265,784 (4 new firefighters); FY19 - 22 = 2% per year
Expenses	1% per year
Energy Management	Budgeted for FY17 only
Debt Service	Estimated Actuals
Insurance	FY18 \$75,000 increase
Medicare	2% per year
Retirement	FY18 - 22 = 10.5% per year
Health Insurance	FY17 = 2.5% increase; FY18 = 7%; FY19 - 22 = 5% per year
Salary Reserve	FY19 = \$120,000
IDC Reimbursement	2% per year
Snow & Ice Removal	FY18 Salaries increased to \$45k and Expenses increased to \$400k; FY19 - 22 = \$5k salary increase per year, \$25k expense increase per year
Stormwater Management	FY18 - 22 = \$200,000 per year
Veterans Services	Benefits increase of \$2,500 per year
Sunshine Group	FY18 - \$7,000 increase for transportation
Memorial Commission	FY18 - \$2,500 increase for event funding

Town of Medway - General Fund
Finance Team Budget Projections
FY18 - FY22

	FY17 Town Mtg	FY18	FY19	FY20	FY21	FY22
Revenues	Budgeted Revenue	Projected Revenue	Projected Revenues	Projected Revenues	Projected Revenues	Projected Revenues
Property Tax Levy	\$ 33,851,258	\$ 35,107,997	\$ 36,501,444	\$ 37,571,641	\$ 38,668,657	\$ 39,843,978
State Aid	\$ 12,024,588	\$ 12,145,083	\$ 12,145,083	\$ 12,145,083	\$ 12,145,083	\$ 12,145,083
Local Receipts	\$ 2,435,100	\$ 2,534,100	\$ 2,534,100	\$ 2,534,100	\$ 2,534,100	\$ 2,534,100
Stabilization Funds	\$ 38,546	\$ 34,396	\$ 9,252	\$ -	\$ -	\$ -
Subtotal:	\$ 48,349,492	\$ 49,821,576	\$ 51,189,879	\$ 52,250,824	\$ 53,347,840	\$ 54,523,161
Expenses	Budgeted Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures
EDUCATION - 300						
Salaries	\$ 19,841,954	\$ 20,287,963	\$ 20,693,722	\$ 21,107,597	\$ 21,529,749	\$ 21,960,344
Expenses	\$ 5,499,112	\$ 5,554,103	\$ 5,609,644	\$ 5,665,741	\$ 5,722,398	\$ 5,779,622
Total	\$ 25,341,066	\$ 25,842,066	\$ 26,303,366	\$ 26,773,337	\$ 27,252,147	\$ 27,739,966
Tri-County VocTech	\$ 790,373	\$ 790,373	\$ 790,373	\$ 790,373	\$ 790,373	\$ 790,373
Norfolk County Agricultural	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
EDUCATION TOTAL	\$ 26,149,439	\$ 26,650,439	\$ 27,111,739	\$ 27,581,710	\$ 28,060,520	\$ 28,548,339
SELECTMEN - 122						
Salaries	\$ 328,261	\$ 334,826	\$ 341,523	\$ 348,353	\$ 355,320	\$ 362,427
Expenses	\$ 30,650	\$ 30,957	\$ 31,266	\$ 31,579	\$ 31,895	\$ 32,213
Total	\$ 358,911	\$ 365,783	\$ 372,789	\$ 379,932	\$ 387,215	\$ 394,640
HUMAN RESOURCES - 125						
Salaries	\$ 110,451	\$ 112,660	\$ 114,913	\$ 117,211	\$ 119,556	\$ 121,947
Expenses	\$ 55,400	\$ 55,954	\$ 56,514	\$ 57,079	\$ 57,649	\$ 58,226
Total	\$ 165,851	\$ 168,614	\$ 171,427	\$ 174,290	\$ 177,205	\$ 180,173
FINANCE COMMITTEE - 132						
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Reserve Fund - 131	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Total	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000
TOWN ACCOUNTANT - 135						
Salaries	\$ 196,445	\$ 200,374	\$ 204,381	\$ 208,469	\$ 212,638	\$ 216,891
Expenses	\$ 52,744	\$ 53,271	\$ 53,804	\$ 54,342	\$ 54,886	\$ 55,434
Total	\$ 249,189	\$ 253,645	\$ 258,186	\$ 262,811	\$ 267,524	\$ 272,326
ASSESSORS - 141						
Salaries	\$ 209,378	\$ 213,566	\$ 217,837	\$ 222,194	\$ 226,637	\$ 231,170
Expenses	\$ 30,895	\$ 33,985	\$ 34,324	\$ 34,668	\$ 35,014	\$ 35,364
Total	\$ 240,273	\$ 247,550	\$ 252,161	\$ 256,861	\$ 261,652	\$ 266,535
TREASURER/COLLECTOR - 145						
Salaries	\$ 211,856	\$ 216,093	\$ 220,415	\$ 224,823	\$ 229,320	\$ 233,906
Expenses	\$ 58,600	\$ 59,186	\$ 59,778	\$ 60,376	\$ 60,979	\$ 61,589
Total	\$ 270,456	\$ 275,279	\$ 280,193	\$ 285,199	\$ 290,299	\$ 295,495
LEGAL - 151						
Expenses	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Total	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000

Town of Medway - General Fund
Finance Team Budget Projections
FY18 - FY22

Expenses	FY17 Budgeted Expenditures	FY18 Projected Expenditures	FY19 Projected Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures
MIS/TECHNOLOGY - 155						
Salaries	\$ 273,161	\$ 278,624	\$ 284,197	\$ 289,881	\$ 295,678	\$ 301,592
Expenses	\$ 276,844	\$ 279,612	\$ 282,409	\$ 285,233	\$ 288,085	\$ 290,966
Total	\$ 550,005	\$ 558,237	\$ 566,605	\$ 575,113	\$ 583,763	\$ 592,558
TOWN CLERK - 161						
Salary Elected Official	\$ 75,938	\$ 82,349	\$ 83,996	\$ 85,676	\$ 87,389	\$ 89,137
Salaries Other	\$ 42,366	\$ 43,213	\$ 44,078	\$ 44,959	\$ 45,858	\$ 46,775
Expenses	\$ 2,270	\$ 2,293	\$ 2,316	\$ 2,339	\$ 2,362	\$ 2,386
Total	\$ 120,574	\$ 127,855	\$ 130,389	\$ 132,974	\$ 135,610	\$ 138,298
ELECTIONS - 162						
Salaries	\$ 9,114	\$ 9,296	\$ 9,296	\$ 9,482	\$ 9,672	\$ 9,865
Expenses	\$ 10,847	\$ 10,955	\$ 10,955	\$ 11,065	\$ 11,176	\$ 11,287
Total	\$ 19,961	\$ 20,252	\$ 20,252	\$ 20,547	\$ 20,848	\$ 21,153
REGISTRAR - 163						
Salaries	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450
Expenses	\$ 4,255	\$ 4,298	\$ 4,341	\$ 4,384	\$ 4,428	\$ 4,472
Total	\$ 4,705	\$ 4,748	\$ 4,791	\$ 4,834	\$ 4,878	\$ 4,922
CONSERVATION - 171						
Salaries	\$ 78,724	\$ 80,298	\$ 81,904	\$ 83,543	\$ 85,213	\$ 86,918
Expenses	\$ 3,671	\$ 3,708	\$ 3,745	\$ 3,782	\$ 3,820	\$ 3,858
Total	\$ 82,395	\$ 84,006	\$ 85,649	\$ 87,325	\$ 89,033	\$ 90,776
PLANNING BOARD - 175						
Salaries	\$ 72,637	\$ 74,090	\$ 75,572	\$ 77,083	\$ 78,625	\$ 80,197
Expenses	\$ 7,250	\$ 7,323	\$ 7,396	\$ 7,470	\$ 7,544	\$ 7,620
Total	\$ 79,887	\$ 81,412	\$ 82,967	\$ 84,553	\$ 86,169	\$ 87,817
ZONING BOARD OF APPEALS - 176						
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 2,050	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250
Total	\$ 2,050	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250
ENERGY COMMITTEE - 178						
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
Total	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
ENERGY MANAGEMENT - 177						
Salaries	\$ 61,679	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 62,579	\$ -	\$ -	\$ -	\$ -	\$ -
FACILITY PRJ'S & IMPROV - 193						
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
ECONOMIC DEVELOPMENT - 182						
Salaries	\$ 135,302	\$ 133,044	\$ 135,705	\$ 138,419	\$ 141,187	\$ 144,011
Expenses	\$ 3,450	\$ 3,485	\$ 3,519	\$ 3,555	\$ 3,590	\$ 3,626
Total	\$ 138,752	\$ 136,528	\$ 139,224	\$ 141,973	\$ 144,777	\$ 147,637
ANNUAL TOWN REPORT - 195						
Expenses	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
Total	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
GENERAL GOVERNMENT TOTALS	\$ 2,623,838	\$ 2,604,809	\$ 2,645,532	\$ 2,687,312	\$ 2,729,873	\$ 2,773,229

Town of Medway - General Fund
Finance Team Budget Projections
FY18 - FY22

Expenses	FY17 Budgeted Expenditures	FY18 Budgeted Expenditures	FY19 Projected Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures
DEBT SERVICE - 700						
<i>Long Term Principal & Interest</i>	\$ 3,015,057	\$ 3,380,680	\$ 3,645,225	\$ 3,455,261	\$ 3,334,370	\$ 2,576,970
<i>Short Term Interest</i>	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Total	\$ 3,115,057	\$ 3,480,680	\$ 3,745,225	\$ 3,555,261	\$ 3,434,370	\$ 2,676,970
UNCLASSIFIED						
<i>Property/Liability Insurance - 194</i>	\$ 265,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000
<i>Medicare - 910</i>	\$ 424,495	\$ 432,985	\$ 441,645	\$ 450,477	\$ 459,487	\$ 468,677
<i>Life Insurance - 910</i>	\$ 8,480	\$ 8,480	\$ 8,480	\$ 8,480	\$ 8,480	\$ 8,480
<i>Retirement - 911</i>	\$ 2,098,530	\$ 2,318,876	\$ 2,562,358	\$ 2,831,405	\$ 3,128,703	\$ 3,457,216
<i>Workers Comp - 912</i>	\$ 139,250	\$ 139,250	\$ 139,250	\$ 139,250	\$ 139,250	\$ 139,250
<i>Unemployment Insurance - 913</i>	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
<i>Health Insurance - 914</i>	\$ 4,801,800	\$ 5,137,926	\$ 5,394,822	\$ 5,664,563	\$ 5,947,792	\$ 6,245,181
<i>Salary Reserve</i>	\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ -
Total	\$ 7,817,555	\$ 8,457,517	\$ 9,086,554	\$ 9,514,176	\$ 10,103,711	\$ 10,738,804
TOWN WIDE GENERAL GOVERNMENT TOTAL	\$ 10,932,612	\$ 11,938,197	\$ 12,831,779	\$ 13,069,437	\$ 13,538,081	\$ 13,415,774

Town of Medway - General Fund
Finance Team Budget Projections
FY18 - FY22

Expenses	FY17 Budgeted Expenditures	FY18 Budgeted Expenditures	FY19 Projected Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures
DEPT OF PUBLIC SERVICES						
DPS Salaries - 422	\$ 564,565	\$ 575,856	\$ 587,373	\$ 599,121	\$ 611,103	\$ 623,325
DPS Expenses - 422	\$ 304,500	\$ 307,545	\$ 310,620	\$ 313,727	\$ 316,864	\$ 320,033
Street Lighting Expenses - 424	\$ 296,000	\$ 298,960	\$ 301,950	\$ 304,969	\$ 308,019	\$ 311,099
Road Repair Expenses - 421	\$ 136,500	\$ 137,865	\$ 139,244	\$ 140,636	\$ 142,042	\$ 143,463
Building Maintenance Salaries - 192	\$ 79,989	\$ 81,589	\$ 83,221	\$ 84,885	\$ 86,583	\$ 88,314
Building Maintenance Expenses - 192	\$ 150,310	\$ 151,813	\$ 153,331	\$ 154,865	\$ 156,413	\$ 157,977
Traffic Signals Expenses - 293	\$ 2,000	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700
Tree/Moth Agent Salary - 294	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Tree/Moth Agent Expense - 294	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000
Total	\$ 1,586,364	\$ 1,607,828	\$ 1,629,939	\$ 1,652,402	\$ 1,624,224	\$ 1,647,411
SNOW AND ICE REMOVAL - 423						
Salaries	\$ 41,500	\$ 46,500	\$ 51,500	\$ 56,500	\$ 61,500	\$ 66,500
Expenses	\$ 384,377	\$ 409,377	\$ 434,377	\$ 459,377	\$ 484,377	\$ 509,377
Total	\$ 425,877	\$ 455,877	\$ 485,877	\$ 515,877	\$ 545,877	\$ 575,877
STORMWATER MGMT - 425						
Expenses	\$ 116,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Total	\$ 116,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
CEMETERY COMMISSION - 491						
Expenses	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Total	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
PUBLIC WORKS TOTAL	\$ 2,128,341	\$ 2,263,805	\$ 2,315,916	\$ 2,368,379	\$ 2,370,201	\$ 2,423,388
FIRE - 220						
Salaries	\$ 704,615	\$ 977,445	\$ 996,994	\$ 1,016,934	\$ 1,037,273	\$ 1,058,018
Expenses	\$ 104,950	\$ 106,000	\$ 107,059	\$ 108,130	\$ 109,211	\$ 110,304
Total	\$ 809,565	\$ 1,083,445	\$ 1,104,054	\$ 1,125,064	\$ 1,146,484	\$ 1,168,322
POLICE - 210						
Salaries	\$ 2,301,378	\$ 2,469,206	\$ 2,518,590	\$ 2,568,962	\$ 2,620,341	\$ 2,672,748
Expenses	\$ 253,495	\$ 256,030	\$ 258,590	\$ 261,176	\$ 263,788	\$ 266,426
Total	\$ 2,554,873	\$ 2,725,236	\$ 2,777,180	\$ 2,830,138	\$ 2,884,129	\$ 2,939,174
POLICE/FIRE COMMUNICATIONS - 215						
Salaries	\$ 245,258	\$ 250,163	\$ 255,166	\$ 260,270	\$ 265,475	\$ 270,785
Expenses	\$ 14,480	\$ 14,625	\$ 14,771	\$ 14,919	\$ 15,068	\$ 15,219
Total	\$ 259,738	\$ 264,788	\$ 269,937	\$ 275,189	\$ 280,543	\$ 286,003
ANIMAL CONTROL - 292						
Expenses	\$ 47,172	\$ 47,172	\$ 47,172	\$ 47,172	\$ 47,172	\$ 47,172
Total	\$ 47,172	\$ 47,172	\$ 47,172	\$ 47,172	\$ 47,172	\$ 47,172
BUILDING INSPECTOR - 241						
Salaries	\$ 235,055	\$ 239,756	\$ 244,551	\$ 249,442	\$ 254,431	\$ 259,520
Expenses	\$ 5,300	\$ 5,353	\$ 5,407	\$ 5,461	\$ 5,515	\$ 5,570
Total	\$ 240,355	\$ 245,109	\$ 249,958	\$ 254,903	\$ 259,946	\$ 265,090
PUBLIC SAFETY TOTAL	\$ 3,911,703	\$ 4,365,749	\$ 4,448,301	\$ 4,532,465	\$ 4,618,274	\$ 4,705,760

Town of Medway - General Fund
 Finance Team Budget Projections
 FY18 - FY22

Expenses	FY17 Budgeted Expenditures	FY18 Budgeted Expenditures	FY19 Projected Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures
BOARD OF HEALTH - 510						
<i>Salaries</i>	\$ 101,989	\$ 104,029	\$ 106,109	\$ 108,232	\$ 110,396	\$ 112,604
<i>Expenses</i>	\$ 27,975	\$ 28,255	\$ 28,537	\$ 28,823	\$ 29,111	\$ 29,402
Total	\$ 129,964	\$ 132,284	\$ 134,647	\$ 137,054	\$ 139,507	\$ 142,006
COUNCIL ON AGING - 541						
<i>Salaries</i>	\$ 121,392	\$ 123,820	\$ 126,296	\$ 128,822	\$ 131,399	\$ 134,027
<i>Expenses</i>	\$ 51,741	\$ 52,258	\$ 52,781	\$ 53,309	\$ 53,842	\$ 54,380
Total	\$ 173,133	\$ 176,078	\$ 179,077	\$ 182,131	\$ 185,240	\$ 188,407
VETERANS SERVICES - 543						
<i>Salaries</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Expenses</i>	\$ 136,173	\$ 138,673	\$ 141,173	\$ 143,673	\$ 146,173	\$ 148,673
Total	\$ 136,173	\$ 138,673	\$ 141,173	\$ 143,673	\$ 146,173	\$ 148,673
HEALTH & HUMAN SERVICES TOTAL	\$ 439,270	\$ 447,035	\$ 454,897	\$ 462,858	\$ 470,921	\$ 479,086
PARKS DEPT - 650						
<i>Salaries</i>	\$ 233,688	\$ 238,362	\$ 243,129	\$ 247,992	\$ 252,951	\$ 258,010
<i>Expenses</i>	\$ 115,902	\$ 117,061	\$ 118,232	\$ 119,414	\$ 120,608	\$ 121,814
Total	\$ 349,590	\$ 355,423	\$ 361,361	\$ 367,406	\$ 373,559	\$ 379,825
LIBRARY - 610						
<i>Salaries</i>	\$ 237,915	\$ 242,673	\$ 247,527	\$ 252,477	\$ 257,527	\$ 262,677
<i>Expenses</i>	\$ 121,322	\$ 122,535	\$ 123,761	\$ 124,998	\$ 126,248	\$ 127,511
Total	\$ 359,237	\$ 365,209	\$ 371,287	\$ 377,475	\$ 383,775	\$ 390,188
SUNSHINE GROUP - 654						
<i>Salaries</i>	\$ 33,273	\$ 33,938	\$ 34,617	\$ 35,310	\$ 36,016	\$ 36,736
<i>Expenses</i>	\$ 14,012	\$ 21,152	\$ 21,364	\$ 21,577	\$ 21,793	\$ 22,011
Total	\$ 47,285	\$ 55,091	\$ 55,981	\$ 56,887	\$ 57,809	\$ 58,747
DISABILITY COMMISSION - 545						
<i>Expenses</i>	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Total	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
MEMORIAL COMMISSION - 670						
<i>Expenses</i>	\$ 2,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Total	\$ 2,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
HISTORICAL COMMISSION - 691						
<i>Expenses</i>	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
CULTURE AND RECREATION TOTAL	\$ 758,812	\$ 780,722	\$ 793,629	\$ 806,768	\$ 820,143	\$ 833,760
Total Town Meeting Appropriation:	\$ 46,944,015	\$ 49,050,756	\$ 50,601,794	\$ 51,508,930	\$ 52,608,013	\$ 53,179,337

Town of Medway - General Fund
 Finance Team Budget Projections
 FY18 - FY22

	FY17	FY18	FY19	FY20	FY21	FY22
Expenditures Not requiring Appropriation	Budgeted Expenditures	Budgeted Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures
Tax Title	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Cherry Sheet Offsets	\$ 517,160	\$ 514,666	\$ 514,666	\$ 514,666	\$ 514,666	\$ 514,666
Cherry Sheet Charges	\$ 701,101	\$ 749,702	\$ 749,702	\$ 749,702	\$ 749,702	\$ 749,702
Overlay	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Enterprise IDC Offset	\$ (625,284)	\$ (637,790)	\$ (650,545)	\$ (663,556)	\$ (676,828)	\$ (690,364)
Total	\$ 1,102,977	\$ 1,136,578	\$ 1,123,823	\$ 1,110,812	\$ 1,097,540	\$ 1,084,004
Total Operating Budget	\$ 48,046,982	\$ 50,187,334	\$ 51,725,616	\$ 52,619,742	\$ 53,705,554	\$ 54,263,341
MONETARY ARTICLES						
Ambulance Subsidy	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Medway Family Day	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500
IT Equipment	\$ 43,000					
Transfer to OPEB Trust	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Total Monetary Articles	\$ 302,500	\$ 259,500	\$ 259,500	\$ 259,500	\$ 259,500	\$ 259,500
Total Appropriated and Non Appropriated Budget	\$ 48,349,492	\$ 50,446,834	\$ 51,985,116	\$ 52,879,242	\$ 53,965,054	\$ 54,522,841
Revenues (from Above)	\$ 48,349,492	\$ 49,821,576	\$ 51,189,879	\$ 52,250,824	\$ 53,347,840	\$ 54,523,161
General Fund Surplus/(Deficit)	\$ -	\$ (625,259)	\$ (795,237)	\$ (628,418)	\$ (617,214)	\$ -

TOWN OF MEDWAY DEBT SERVICE

	BORROWING AMT	FY'2016	FY'2017	FY'2018	FY'2019	FY'2020	FY'2021
<u>EXCLUDED DEBT</u>							
MPL 3/1/2001 - Land Acquisition	\$1,604,000 (15 years)	\$110,982					
MPL 3/1/2001 - School Project	\$746,450 (15 years)	\$51,303					
GOB 4/15/2003 - Land Acquisition	\$259,105 (20 years)	\$17,416	\$16,856	\$16,296	\$15,718	\$15,130	12,528
GOB 4/15/2003 - School Remodeling	\$2,200,000 (20 years)	\$148,954	\$144,354	\$139,754	\$135,010	\$130,180	125,235
GOB 4/15/2003 - School Remodeling	\$360,000 (20 years)	\$24,521	\$23,761	\$23,001	\$22,217	\$21,419	19,602
GOB 11/15/2006 - High School	\$10,355,000 (20 years)	\$779,214	\$753,326	\$731,526	\$709,726	\$687,926	666,126
MPL 10/8/2009 - Sewer Construction (1/2)	\$1,668,800 (20 years)	\$64,006	\$62,838	\$61,563	\$60,288	\$58,800	57,313
REFI 8/15/2010 - Library Addition	\$555,000 (5 years)	\$86,700					
REFI 8/15/2010 - Memorial School	\$575,000 (5 years)	\$35,700					
MPL 2/15/2012 - Middle School Renovation	\$5,000,000 (20 years)	\$361,938	\$354,438	\$346,938	\$336,938	\$326,938	316,938
GOB 9/15/2012 - Middle School Renovation	\$4,000,000 (20 years)	\$281,000	\$276,000	\$272,000	\$266,000	\$260,000	\$256,000
GOB 5/15/2013 - Middle School Renovation	\$3,500,000 (20 years)	\$250,250	\$246,750	\$243,250	\$239,750	\$236,250	\$232,750
TOTAL EXCLUDED DEBT		\$2,211,984	\$1,878,322	\$1,834,327	\$1,785,646	\$1,736,643	\$1,686,491
<u>NON-EXCLUDED DEBT</u>							
GOB 4/15/2003 - Land Acquisition	\$87,500 (20 years)	\$4,957	\$4,797	\$4,637	\$4,472	\$4,304	\$3,132
GOB 4/15/2003 - School Remodeling	\$131,300 (20 years)	\$8,978	\$8,698	\$8,418	\$8,129	\$7,835	\$6,534
GOB 11/15/2006 - Remodeling School	\$186,000 (20 years)	\$14,055	\$13,580	\$13,180	\$12,780	\$12,380	\$11,000
GOB 11/15/2006 - Remodeling School	\$650,000 (20 years)	\$48,612	\$46,997	\$45,637	\$44,277	\$43,097	\$41,557
GOB 11/15/2006 - Remodeling Town Hall	\$160,000 (20 years)	\$12,383	\$11,956	\$11,596	\$11,416	\$10,876	\$8,556
GOB 11/15/2006 - Outdoor Recreation Facility	\$95,000 (15 years)	\$8,313	\$7,980	\$7,700	\$7,420	\$7,140	\$0
MPL 10/8/2009 - Senior Center Remolding	\$160,000 (20 years)	\$13,625	\$13,350	\$13,050	\$12,750	\$12,400	\$12,050
MPL 10/8/2009 - School Elevator	\$75,000 (10 years)	\$10,575	\$10,300	\$5,075			
MPL 10/8/2009 - Energy Conservation	\$50,000 (10 years)	\$5,713	\$5,575	\$5,424	\$5,275	\$5,100	
MPL 10/8/2009 - Roads	\$300,000 (10 years)	\$38,138	\$32,250	\$31,350	\$30,450	\$0	
MPL 10/8/2009 - Fire Truck	\$220,000 (15 years)	\$19,238	\$18,825	\$18,375	\$17,925	\$17,400	\$16,875
MPL 10/8/2009 - Sidewalk Plow	\$110,000 (15 years)	\$11,775	\$11,500	\$11,200	\$5,975	\$5,800	\$5,625
MPL 10/8/2009 - Dump Truck	\$40,000 (8 years)	\$5,363	\$5,225	\$5,075	\$0		
GOB 8/15/2010 - Brentwood Drainage	\$130,000 (12 years)	\$12,263	\$12,013	\$11,813	\$11,588	\$11,338	\$11,063
GOB 8/15/2010 - Town Hall Roof	\$150,000 (10 years)	\$17,025	\$16,650	\$16,350	\$16,013	\$15,638	\$15,225

TOWN OF MEDWAY DEBT SERVICE

	BORROWING AMT	FY'2016	FY'2017	FY'2018	FY'2019	FY'2020	FY'2021
GOB 8/15/2010 - Energy Conservation ESCO	\$3,780,050 (20 years)	\$286,971	\$281,971	\$277,971	\$273,471	\$268,471	\$262,971
GOB 8/15/2010 - Roads	\$611,043 (5 years)	\$121,800					
GOB 8/15/2010 - Police Communications	\$280,000 (5 years)	\$55,825					
GOB 8/15/2010 - Middle School Design	\$250,000 (5 years)	\$50,750					
MPL 2/15/2012 - School Water Valves	\$20,000 (4 years)	\$5,150					
GOB 9/15/2012 - Fire Ladder Truck	\$900,000 (10 years)	\$105,750	\$103,500	\$101,700	\$99,000	\$96,300	\$94,500
MPL 3/15/2015 - Hanlon Turf Field	\$640,200 (15 years)	\$67,606	\$65,900	\$59,400	\$58,050	\$56,700	\$55,350
MPL 3/15/2015 - Town Fields	\$729,750 (15 years)	\$79,643	\$73,100	\$71,450	\$69,800	\$68,150	\$61,500
MPL 3/15/2015 - Fire Equipment	\$270,000 (5 years)	\$78,100	\$76,000	\$68,900	\$66,950		
MPL 9/15/16 - POLICE RADIO SYSTEM	\$273,000 (9 years)		\$4,860	\$42,060	\$37,800	\$36,600	\$35,400
MPL 9/15/16 - POLICE COMPUTERS	\$55,000 (5 years)		\$1,100	\$16,900	\$11,400	\$11,000	\$10,600
MPL 9/15/16 - MCGOVERN WINDOWS	\$505,640 (10 years)		\$8,763	\$72,053	\$69,200	\$67,000	\$64,800
MPL 9/15/16 - SCHOOL WING RENOVATION	\$150,000 (10 years)		\$2,550	\$19,800	\$19,200	\$18,600	\$18,000
MPL 9/15/16 - SIDEWALK TRACTOR	\$157,000 (4 years)		\$3,140	\$47,440	\$43,800	\$42,200	\$35,000
MPL 9/15/16 - LIBRARY CARPET	\$90,000 (6 years)		\$1,800	\$18,300	\$17,700	\$17,100	\$16,500
MPL 9/15/16 - BRENTWOOD DRAINAGE	\$170,000 (10 years)		\$2,950	\$25,500	\$24,700	\$23,900	\$23,100
MPL 9/15/16 - RTE 109 ROAD WORK	\$500,000 (10 years)		\$8,500	\$66,000	\$64,000	\$62,000	\$60,000
TOTAL NON-EXCLUDED DEBT		\$1,082,605	\$853,830	\$1,096,354	\$1,043,540	\$921,328	\$869,338
AUTHORIZED / PROJECTED DEBT							
DPS FACILITY- \$1.1 MILL (20 yrs) - 65% of Total Debt				\$52,000	\$62,920	\$61,490	\$60,060
DPS FACILITY BLDG-12.5M (20 yrs) - 65% of Total Debt				\$358,812	\$715,000	\$698,750	\$682,500
MCWT WATER MGMT PRG-\$500k (10 yrs) - 57% of Total Debt				\$39,188	\$38,119	\$37,050	\$35,981
6/2008 HIGHWAY BARN STUDY-\$40k							
TOTAL ESTIMATED DEBT @ 4%		\$0	\$0	\$450,000	\$816,039	\$797,290	\$778,541
GENERAL FUND GRANT TOTAL		\$3,294,589	\$2,732,152	\$3,380,680	\$3,645,225	\$3,455,261	\$3,334,370

TOWN OF MEDWAY DEBT SERVICE

	BORROWING AMT	FY'2016	FY'2017	FY'2018	FY'2019	FY'2020	FY'2021
WATER ENTERPRISE FUND DEBT							
MPL 3/1/2001 - Water Treatment Facility	\$900,000 (15 years)	\$62,820					
MPL 10/8/2009 - Industrial Park Well	\$1,744,884 (20 years)	\$134,775	\$132,300	\$129,600	\$121,975	\$119,000	\$116,025
MPL 10/8/2009 - Village Street	\$555,116 (20 years)	\$43,925	\$43,100	\$42,200	\$41,300	\$40,250	\$39,200
MPL 10/8/2009 - Highland Street Well	\$200,000 (8 years)	\$26,813	\$26,125	\$25,375	\$0	\$0	\$0
MPL 10/8/2009 - Water Meters	\$1,070,000 (20 years)	\$119,963	\$117,075	\$113,925	\$110,775	\$107,100	\$0
GOB 8/15/2010 - Water Tank	\$750,000 (18 years)	\$57,168	\$56,168	\$55,368	\$54,468	\$53,468	\$52,368
GOB 8/15/2010 - Water Meter AMR	\$50,000 (5 years)	\$10,150					
GOB 8/15/2010 - Industrial Well	\$550,000 (20 years)	\$42,426	\$41,676	\$41,076	\$40,401	\$39,651	\$38,826
MPL 2/15/2012 - Water Truck	\$65,000 (5 years)	\$10,600	\$10,300	\$0			
MPL 2/15/2012 - Water Tank	\$550,000 (20 years)	\$42,294	\$41,394	\$40,494	\$39,294	\$38,094	\$36,894
MPL 2/15/2012 - Water Mains, West Street	\$935,000 (20 years)	\$70,849	\$69,349	\$67,849	\$65,849	\$58,849	\$57,049
MPL 2/15/2012 - Water Mains, Main Street	\$1,200,000 (20 years)	\$86,865	\$85,065	\$83,265	\$80,865	\$78,465	\$76,065
MPL 2/15/2012 - Water Meters	\$120,000 (10 years)	\$17,350	\$11,900	\$11,600	\$11,200	\$10,800	\$10,400
MCWT DW-13-13 - 1/7/15 -Water Mains @ 2%	\$1,501,102 (20 years)	\$91,410	\$90,849	\$93,023	\$91,066	\$91,178	\$91,293
MPL 3/15/2015 - Water Mains	\$201,400 (10 years)	\$27,042	\$25,000	\$24,400	\$23,800	\$23,200	\$22,600
MPL 3/15/2015 - Water Equipment	\$100,000 (10 years)	\$17,900	\$17,450	\$12,000	\$11,700	\$11,400	\$11,100
MCWT DW-13-13A - 2/11/16 -Water Mains @ 2%	\$1,383,000 (20 years)		\$91,138	\$85,692	\$85,705	\$85,718	\$85,732
MPL 9/15/16 - BRENTWOOD WATER MAINS	\$200,000 (10 years)		\$3,400	\$26,400	\$25,600	\$24,800	\$24,000
MPL 9/15/16 - WATER MAINS	\$604,498 (10 years)		\$10,290	\$83,788	\$76,800	\$74,400	\$72,000
		\$862,348	\$872,577	\$936,055	\$880,797	\$856,372	\$733,551
AUTHORIZED / PROJECTED DEBT							
DPS FACILITY- \$1.1 MILL (20 yrs) - 15% of Total Debt			\$0	\$12,000	\$14,520	\$14,190	\$13,860
DPS FACILITY BLDG-\$12.5M (20 yrs) - 15% of Total Debt			\$0	\$82,803	\$165,000	\$161,250	\$157,500
MCWT WATER MGMT PRG-\$500k (10 yrs) - 6% of Total Debt				\$4,125	\$4,013	\$3,900	\$3,788
TOTAL WATER DEBT		\$862,348	\$872,577	\$1,034,982	\$1,064,330	\$1,035,712	\$908,699

TOWN OF MEDWAY DEBT SERVICE

	BORROWING AMT	FY'2016	FY'2017	FY'2018	FY'2019	FY'2020	FY'2021
<u>SEWER ENTERPRISE FUND DEBT</u>							
Sewer - 4/21/1987	\$200,000 (30 years)	\$6,600	\$6,300				
GOB 4/15/2003	\$312,000 (20 years)	\$20,724	\$20,084	\$19,444	\$18,784	\$18,112	\$17,424
MPL 10/8/2009 - Sewer Construction (1/2)	\$1,668,800 (20 years)	\$64,006	\$62,838	\$61,563	\$60,288	\$58,800	\$57,313
GOB 8/15/2010 - Sewer	\$950,000 (20 years)	\$71,925	\$70,675	\$69,675	\$68,550	\$67,300	\$65,925
GOB 9/15/2012 - Sewer Improvements	\$200,000 (10 years)	\$23,500	\$23,000	\$22,600	\$22,000	\$21,400	\$21,000
MPL 3/15/2015 - Sewer Improvements	\$75,000 (10 years)	\$12,250	\$11,950	\$11,650	\$11,350	\$11,050	\$10,750
MPL 3/15/2015 - Sewer Improvements	\$240,000 (10 years)	\$31,800	\$31,050	\$30,300	\$29,550	\$28,800	\$28,050
MPL 9/15/16 - SEWER IMPROVEMENTS	\$75,000 (4 years)		\$1,500	\$22,600	\$21,800	\$21,000	\$15,000
<u>AUTHORIZED / PROJECTED DEBT</u>							
DPS FACILITY- \$1.1 MILL (20 yrs) - 10% of Total Debt			\$0	\$8,000	\$9,680	\$9,460	\$9,240
DPS FACILITY BLDG-\$12.5M (20 yrs) - 10% of Total Debt			\$0	\$55,202	\$110,000	\$107,500	\$105,000
MCWT WATER MGMT PRG-\$500k (10 yrs) - 37% of Total Debt				\$25,438	\$24,744	\$24,050	\$23,356
TOTAL SEWER DEBT		\$230,805	\$227,397	\$326,471	\$376,745	\$367,472	\$353,058
<u>SOLID WASTE ENTERPRISE FUND DEBT</u>							
<u>AUTHORIZED / PROJECTED DEBT</u>							
DPS FACILITY- \$1.1 MILL (20 yrs) - 10% of Total Debt			\$0	\$8,000	\$9,680	\$9,460	\$9,240
DPS FACILITY BLDG-\$12.5M (20 yrs) - 10% of Total Debt			\$0	\$55,202	\$110,000	\$107,500	\$105,000
TOTAL SOLID WASTE DEBT		\$0	\$0	\$63,202	\$119,680	\$116,960	\$114,240
<u>EMS ENTERPRISE FUND DEBT</u>							
MPL 2/15/2012 - Ambulance	\$218,000 (8 years)	\$34,200	\$33,300	\$32,400	\$31,200	\$0	\$0
MPL 9/15/16 - AMBULANCE	140,000 (5 years)		\$2,800	\$35,000	\$33,800	\$32,600	\$26,500
<u>AUTHORIZED / PROJECTED DEBT</u>							
TOTAL EMS DEBT		\$34,200	\$36,100	\$67,400	\$65,000	\$32,600	\$26,500

TOWN OF MEDWAY DEBT SERVICE

	BORROWING AMT	FY'2016	FY'2017	FY'2018	FY'2019	FY'2020	FY'2021
<u>SEPTIC DEBT</u>							
Septic T5-97-1086 10/25/2000	\$133,140 (20 years)	\$7,832	\$7,491	\$7,154	\$6,822	\$0	\$0
Septic T5-97-1086-1 8/1/2004	\$75,100 (20 years)	\$5,449	\$5,243	\$5,041	\$4,840	\$4,409	\$4,229
<u>AUTHORIZED / PROJECTED DEBT</u>							
Septic T5-97-1086-C -\$200k (20 yrs)				\$14,000	\$13,800	\$13,600	\$13,400
TOTAL SEPTIC DEBT		\$26,563	\$12,734	\$26,195	\$25,462	\$18,009	\$17,629
<u>CPA FUNDS DEBT</u>							
GOB 5/15/2013 - Thayer House	\$2,750,000 (20 years)	\$198,850	\$196,050	\$193,250	\$190,450	\$187,650	\$184,850
MPL 3/15/2015 - Athletic Fields	\$2,857,600 (15 years)	\$285,203	\$276,375	\$270,225	\$264,075	\$257,925	\$251,775
TOTAL CPA FUNDS DEBT		\$484,053	\$472,425	\$463,475	\$454,525	\$445,575	\$436,625
TOTAL ISSUED DEBT:		\$4,919,277	\$4,353,385	\$4,647,637	\$4,473,492	\$4,223,389	\$3,972,196
TOTAL UNISSUED DEBT:		\$0	\$0	\$714,769	\$1,277,475	\$1,248,200	\$1,218,925
TOTAL POTENTIAL DEBT:		\$4,919,277	\$4,353,385	\$5,362,406	\$5,750,967	\$5,471,589	\$5,191,121

TOWN OF MEDWAY DEBT SERVICE

	FY'2022	FY'2023	FY'2024	FY'2025	FY'2026	FY'2027	FY'2028	FY'2029
<u>EXCLUDED DEBT</u>								
MPL 3/1/2001 - Land Acquisition								
MPL 3/1/2001 - School Project								
GOB 4/15/2003 - Land Acquisition								
GOB 4/15/2003 - School Remodeling	120,175							
GOB 4/15/2003 - School Remodeling	18,810							
GOB 11/15/2006 - High School	644,326	622,526	600,729	578,654	556,241			
MPL 10/8/2009 - Sewer Construction (1/2)	56,038	54,550	50,400	48,800	47,200	45,600	44,000	42,400
REFI 8/15/2010 - Library Addition								
REFI 8/15/2010 - Memorial School								
MPL 2/15/2012 - Middle School Renovation	311,938	306,938	301,938	296,938	291,938	286,625	281,000	275,375
GOB 9/15/2012 - Middle School Renovation	\$252,000	\$248,000	\$244,000	\$240,000	\$236,000	\$232,000	\$227,750	\$223,250
GOB 5/15/2013 - Middle School Renovation	\$229,250	\$225,750	\$222,250	\$218,750	\$215,250	\$211,750	\$206,500	\$201,250
TOTAL EXCLUDED DEBT	\$1,632,536	\$1,457,764	\$1,419,317	\$1,383,142	\$1,346,629	\$775,975	\$759,250	\$742,275
<u>NON-EXCLUDED DEBT</u>								
GOB 4/15/2003 - Land Acquisition								
GOB 4/15/2003 - School Remodeling	\$6,270							
GOB 11/15/2006 - Remodeling School	\$10,640	\$10,280	\$9,920	\$9,556	\$9,186	\$0		
GOB 11/15/2006 - Remodeling School	\$40,197	\$38,837	\$37,477	\$36,100	\$34,701	\$0		
GOB 11/15/2006 - Remodeling Town Hall	\$8,276	\$7,996	\$7,716	\$7,432	\$7,144	\$0		
GOB 11/15/2006 - Outdoor Recreation Facility								
MPL 10/8/2009 - Senior Center Remolding	\$11,750	\$11,400	\$6,100	\$5,900	\$5,700	\$5,500	\$5,300	\$5,100
MPL 10/8/2009 - School Elevator								
MPL 10/8/2009 - Energy Conservation								
MPL 10/8/2009 - Roads								
MPL 10/8/2009 - Fire Truck	\$16,425	\$15,900	\$15,300	\$0				
MPL 10/8/2009 - Sidewalk Plow	\$5,475	\$5,300	\$5,100	\$0				
MPL 10/8/2009 - Dump Truck								
GOB 8/15/2010 - Brentwood Drainage	\$10,763	\$10,463	\$10,156	\$0				
GOB 8/15/2010 - Town Hall Roof								

TOWN OF MEDWAY DEBT SERVICE

	FY'2022	FY'2023	FY'2024	FY'2025	FY'2026	FY'2027	FY'2028	FY'2029
GOB 8/15/2010 - <u>Energy Conservation</u> ESCO	\$256,971	\$250,971	\$244,846	\$238,471	\$231,821	\$220,009	\$213,062	\$205,920
GOB 8/15/2010 - Roads								
GOB 8/15/2010 - Police Communications								
GOB 8/15/2010 - Middle School Design								
MPL 2/15/2012 - School Water Valves								
GOB 9/15/2012 - Fire Ladder Truck	\$92,700	\$90,900	\$0					
MPL 3/15/2015 - Hanlon Turf Field	\$54,000	\$52,650	\$51,300	\$50,400	\$49,500	\$48,375	\$47,250	\$46,125
MPL 3/15/2015 - Town Fields	\$60,000	\$58,500	\$57,000	\$56,000	\$55,000	\$53,750	\$52,500	\$51,250
MPL 3/15/2015 - Fire Equipment								
MPL 9/15/16 - POLICE RADIO SYSTEM	\$34,200	\$33,000	\$31,800	\$30,900	\$30,300	\$0		
MPL 9/15/16 - POLICE COMPUTERS	\$10,200	\$0	\$0	\$0	\$0	\$0		
MPL 9/15/16 - MCGOVERN WINDOWS	\$57,700	\$55,700	\$53,700	\$47,250	\$46,350	\$45,450		
MPL 9/15/16 - SCHOOL WING RENOVATION	\$17,400	\$16,800	\$16,200	\$15,750	\$15,450	\$15,150		
MPL 9/15/16 - SIDEWALK TRACTOR	\$0	\$0	\$0	\$0	\$0	\$0		
MPL 9/15/16 - LIBRARY CARPET	\$15,900	\$15,300	\$0	\$0	\$0	\$0		
MPL 9/15/16 - BRENTWOOD DRAINAGE	\$17,400	\$16,800	\$16,200	\$15,750	\$15,450	\$15,150		
MPL 9/15/16 - RTE 109 ROAD WORK	\$58,000	\$56,000	\$54,000	\$52,500	\$51,500	\$50,500		
TOTAL NON-EXCLUDED DEBT	\$784,267	\$746,797	\$616,816	\$566,009	\$552,102	\$453,884	\$318,112	\$308,395
AUTHORIZED / PROJECTED DEBT								
DPS FACILITY- \$1.1 MILL (20 yrs) - 65% of Total Debt	\$58,630	\$57,200	\$55,770	\$54,340	\$52,910	\$51,480	\$50,050	\$48,620
DPS FACILITY BLDG-12.5M (20 yrs) - 65% of Total Debt	\$66,625	\$650,000	\$633,750	\$617,500	\$601,250	\$585,000	\$568,750	\$552,500
MCWT WATER MGMT PRG-\$500k (10 yrs) - 57% of Total Debt	\$34,913	\$33,844	\$32,775	\$31,706	\$30,638	\$29,569		
6/2008 HIGHWAY BARN STUDY-\$40k								
TOTAL ESTIMATED DEBT @ 4%	\$160,168	\$741,044	\$722,295	\$703,546	\$684,798	\$666,049	\$618,800	\$601,120
GENERAL FUND GRANT TOTAL	\$2,576,970	\$2,945,604	\$2,758,427	\$2,652,697	\$2,583,528	\$1,895,908	\$1,696,162	\$1,651,790

TOWN OF MEDWAY DEBT SERVICE

	FY'2022	FY'2023	FY'2024	FY'2025	FY'2026	FY'2027	FY'2028	FY'2029
WATER ENTERPRISE FUND DEBT								
MPL 3/1/2001 - Water Treatment Facility								
MPL 10/8/2009 - Industrial Park Well	\$113,475	\$110,500	\$107,100	\$103,700	\$100,300	\$96,900	\$93,500	\$90,100
MPL 10/8/2009 - Village Street	\$33,375	\$32,500	\$31,500	\$30,500	\$29,500	\$28,500	\$27,500	\$26,500
MPL 10/8/2009 - Highland Street Well								
MPL 10/8/2009 - Water Meters								
GOB 8/15/2010 - Water Tank	\$51,168	\$49,968	\$48,743	\$47,468	\$46,138	\$44,758	\$43,333	\$36,960
GOB 8/15/2010 - Water Meter AMR								
GOB 8/15/2010 - Industrial Well	\$37,926	\$37,026	\$36,110	\$35,151	\$34,154	\$28,206	\$27,316	\$26,400
MPL 2/15/2012 - Water Truck								
MPL 2/15/2012 - Water Tank	\$36,294	\$30,694	\$30,194	\$29,694	\$29,194	\$28,663	\$28,100	\$27,538
MPL 2/15/2012 - Water Mains, West Street	\$56,149	\$55,249	\$54,312	\$53,449	\$52,549	\$51,593	\$50,580	\$49,568
MPL 2/15/2012 - Water Mains, Main Street	\$74,865	\$73,665	\$72,465	\$71,265	\$70,065	\$68,790	\$67,440	\$66,090
MPL 2/15/2012 - Water Meters	\$10,200	\$0						
MCWT DW-13-13 - 1/7/15 -Water Mains @ 2%	\$91,410	\$91,529	\$91,653	\$91,777	\$91,905	\$92,036	\$92,168	\$92,306
MPL 3/15/2015 - Water Mains	\$22,000	\$21,400	\$20,800	\$20,400				
MPL 3/15/2015 - Water Equipment	\$10,800	\$10,500	\$10,200					
MCWT DW-13-13A - 2/11/16 -Water Mains @ 2%	\$85,746	\$85,761	\$85,776	\$85,791	\$85,807	\$85,822	\$85,839	\$85,855
MPL 9/15/16 - BRENTWOOD WATER MAINS	\$23,200	\$22,400	\$21,600	\$21,000	\$20,600	\$20,200		
MPL 9/15/16 - WATER MAINS	\$69,600	\$67,200	\$64,800	\$63,000	\$61,800	\$60,600		
	\$716,207	\$688,392	\$675,251	\$653,195	\$622,010	\$606,067	\$515,776	\$501,316
AUTHORIZED / PROJECTED DEBT								
DPS FACILITY- \$1.1 MILL (20 yrs) - 15% of Total Debt	\$13,530	\$13,200	\$12,870	\$12,540	\$12,210	\$11,880	\$11,550	\$11,220
DPS FACILITY BLDG-\$12.5M (20 yrs) - 15% of Total Debt	\$15,375	\$150,000	\$146,250	\$142,500	\$138,750	\$135,000	\$131,250	\$127,500
MCWT WATER MGMT PRG-\$500k (10 yrs) - 6% of Total Debt	\$3,675	\$3,563	\$3,450	\$3,338	\$3,225	\$3,113		
TOTAL WATER DEBT	\$748,787	\$855,154	\$837,821	\$811,572	\$776,195	\$756,059	\$658,576	\$640,036

TOWN OF MEDWAY DEBT SERVICE

	FY'2022	FY'2023	FY'2024	FY'2025	FY'2026	FY'2027	FY'2028	FY'2029
<u>SEWER ENTERPRISE FUND DEBT</u>								
Sewer - 4/21/1987								
GOB 4/15/2003	\$16,720							
MPL 10/8/2009 - Sewer Construction (1/2)	\$56,038	\$54,550	\$50,400	\$48,800	\$47,200	\$45,600	\$44,000	\$42,400
GOB 8/15/2010 - Sewer	\$64,425	\$62,925	\$61,394	\$59,800	\$58,138	\$56,413	\$54,631	\$52,800
GOB 9/15/2012 - Sewer Improvements	\$20,600	\$20,200						
MPL 3/15/2015 - Sewer Improvements	\$10,450	\$5,150						
MPL 3/15/2015 - Sewer Improvements	\$27,300	\$26,550	\$20,800	\$20,400				
MPL 9/15/16 - SEWER IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0		
<u>AUTHORIZED / PROJECTED DEBT</u>								
DPS FACILITY- \$1.1 MILL (20 yrs) - 10% of Total Debt	\$9,020	\$8,800	\$8,580	\$8,360	\$8,140	\$7,920	\$7,700	\$7,480
DPS FACILITY BLDG-\$12.5M (20 yrs) - 10% of Total Debt	\$10,250	\$100,000	\$97,500	\$95,000	\$92,500	\$90,000	\$87,500	\$85,000
MCWT WATER MGMT PRG-\$500k (10 yrs) - 37% of Total Debt	\$22,663	\$21,969	\$21,275	\$20,581	\$19,888	\$19,194		
TOTAL SEWER DEBT	\$237,465	\$300,144	\$259,949	\$252,941	\$225,865	\$219,126	\$193,831	\$187,680
<u>SOLID WASTE ENTERPRISE FUND DEBT</u>								
<u>AUTHORIZED / PROJECTED DEBT</u>								
DPS FACILITY- \$1.1 MILL (20 yrs) - 10% of Total Debt	\$9,020	\$8,800	\$8,580	\$8,360	\$8,140	\$7,920	\$7,700	\$7,480
DPS FACILITY BLDG-\$12.5M (20 yrs) - 10% of Total Debt	\$10,250	\$100,000	\$97,500	\$95,000	\$92,500	\$90,000	\$87,500	\$85,000
TOTAL SOLID WASTE DEBT	\$19,270	\$108,800	\$106,080	\$103,360	\$100,640	\$97,920	\$95,200	\$92,480
<u>EMS ENTERPRISE FUND DEBT</u>								
MPL 2/15/2012 - Ambulance								
MPL 9/15/16 - AMBULANCE	\$25,500	\$0	\$0	\$0	\$0	\$0		
<u>AUTHORIZED / PROJECTED DEBT</u>								
TOTAL EMS DEBT	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TOWN OF MEDWAY DEBT SERVICE

	FY'2022	FY'2023	FY'2024	FY'2025	FY'2026	FY'2027	FY'2028	FY'2029
<u>SEPTIC DEBT</u>								
Septic T5-97-1086 10/25/2000								
Septic T5-97-1086-1 8/1/2004	\$4,049	\$3,869	\$3,689	\$0				
<u>AUTHORIZED / PROJECTED DEBT</u>								
Septic T5-97-1086-C -\$200k (20 yrs)	\$13,200	\$13,000	\$12,800	\$12,600	\$12,400	\$12,200	\$12,000	\$11,800
TOTAL SEPTIC DEBT	\$17,249	\$16,869	\$16,489	\$12,600	\$12,400	\$12,200	\$12,000	\$11,800
<u>CPA FUNDS DEBT</u>								
GOB 5/15/2013 - Thayer House	\$182,050	\$179,250	\$171,450	\$168,750	\$166,050	\$163,350	\$159,300	\$155,250
MPL 3/15/2015 - Athletic Fields	\$245,625	\$239,475	\$233,325	\$229,225	\$225,125	\$215,000	\$210,000	\$205,000
TOTAL CPA FUNDS DEBT	\$427,675	\$418,725	\$404,775	\$397,975	\$391,175	\$378,350	\$369,300	\$360,250
TOTAL ISSUED DEBT:	\$3,785,766	\$3,484,921	\$3,252,441	\$3,129,320	\$3,017,254	\$2,316,288	\$2,061,069	\$2,007,436
TOTAL UNISSUED DEBT:	\$267,150	\$1,160,375	\$1,131,100	\$1,101,825	\$1,072,550	\$1,043,275	\$964,000	\$936,600
TOTAL POTENTIAL DEBT:	\$4,052,916	\$4,645,296	\$4,383,541	\$4,231,145	\$4,089,804	\$3,359,563	\$3,025,069	\$2,944,036

TOWN OF MEDWAY DEBT SERVICE

	FY'2030	FY'2031	FY'2032	FY'2033	FY'2034
<u>EXCLUDED DEBT</u>					
MPL 3/1/2001 - Land Acquisition					
MPL 3/1/2001 - School Project					
GOB 4/15/2003 - Land Acquisition					
GOB 4/15/2003 - School Remodeling					
GOB 4/15/2003 - School Remodeling					
GOB 11/15/2006 - High School					
MPL 10/8/2009 - Sewer Construction (1/2)	40,800				
REFI 8/15/2010 - Library Addition					
REFI 8/15/2010 - Memorial School					
MPL 2/15/2012 - Middle School Renovation	269,500	263,250	256,750		
GOB 9/15/2012 - Middle School Renovation	\$218,500	\$213,500	\$207,750	\$202,750	
GOB 5/15/2013 - Middle School Renovation	\$196,000	\$190,750	\$185,500	\$180,250	
TOTAL EXCLUDED DEBT	\$724,800	\$667,500	\$650,000	\$383,000	\$0
<u>NON-EXCLUDED DEBT</u>					
GOB 4/15/2003 - Land Acquisition					
GOB 4/15/2003 - School Remodeling					
GOB 11/15/2006 - Remodeling School					
GOB 11/15/2006 - Remodeling School					
GOB 11/15/2006 - Remodeling Town Hall					
GOB 11/15/2006 - Outdoor Recreation Facility					
MPL 10/8/2009 - Senior Center Remolding	\$0				
MPL 10/8/2009 - School Elevator					
MPL 10/8/2009 - Energy Conservation					
MPL 10/8/2009 - Roads					
MPL 10/8/2009 - Fire Truck					
MPL 10/8/2009 - Sidewalk Plow					
MPL 10/8/2009 - Dump Truck					
GOB 8/15/2010 - Brentwood Drainage					
GOB 8/15/2010 - Town Hall Roof					

TOWN OF MEDWAY DEBT SERVICE

	FY'2030	FY'2031	FY'2032	FY'2033	FY'2034
GOB 8/15/2010 - Energy Conservation ESCO	\$198,656	\$0			
GOB 8/15/2010 - Roads					
GOB 8/15/2010 - Police Communications					
GOB 8/15/2010 - Middle School Design					
MPL 2/15/2012 - School Water Valves					
GOB 9/15/2012 - Fire Ladder Truck					
MPL 3/15/2015 - Hanlon Turf Field	\$0				
MPL 3/15/2015 - Town Fields	\$0				
MPL 3/15/2015 - Fire Equipment					
MPL 9/15/16 - POLICE RADIO SYSTEM					
MPL 9/15/16 - POLICE COMPUTERS					
MPL 9/15/16 - MCGOVERN WINDOWS					
MPL 9/15/16 - SCHOOL WING RENOVATION					
MPL 9/15/16 - SIDEWALK TRACTOR					
MPL 9/15/16 - LIBRARY CARPET					
MPL 9/15/16 - BRENTWOOD DRAINAGE					
MPL 9/15/16 - RTE 109 ROAD WORK					
TOTAL NON-EXCLUDED DEBT	\$198,656	\$0	\$0	\$0	\$0
AUTHORIZED / PROJECTED DEBT					
DPS FACILITY- \$1.1 MILL (20 yrs) - 65% of Total Debt	\$47,190	\$45,760	\$44,330	\$42,900	\$41,470
DPS FACILITY BLDG-12.5M (20 yrs) - 65% of Total Debt	\$536,250	\$520,000	\$503,750	\$487,500	\$471,250
MCWT WATER MGMT PRG-\$500k (10 yrs) - 57% of Total C					
6/2008 HIGHWAY BARN STUDY-\$40k					
TOTAL ESTIMATED DEBT @ 4%	\$583,440	\$565,760	\$548,080	\$530,400	\$512,720
GENERAL FUND GRANT TOTAL	\$1,506,896	\$1,233,260	\$1,198,080	\$913,400	\$512,720

TOWN OF MEDWAY DEBT SERVICE

	FY'2030	FY'2031	FY'2032	FY'2033	FY'2034
<u>WATER ENTERPRISE FUND DEBT</u>					
MPL 3/1/2001 - Water Treatment Facility					
MPL 10/8/2009 - Industrial Park Well	\$86,700				
MPL 10/8/2009 - Village Street	\$25,500				
MPL 10/8/2009 - Highland Street Well					
MPL 10/8/2009 - Water Meters					
GOB 8/15/2010 - Water Tank	\$35,656				
GOB 8/15/2010 - Water Meter AMR					
GOB 8/15/2010 - Industrial Well	\$25,468				
MPL 2/15/2012 - Water Truck					
MPL 2/15/2012 - Water Tank	\$26,950	\$26,325	\$25,675		
MPL 2/15/2012 - Water Mains, West Street	\$48,510	\$47,385	\$46,215		
MPL 2/15/2012 - Water Mains, Main Street	\$64,680	\$63,180	\$61,620		
MPL 2/15/2012 - Water Meters					
MCWT DW-13-13 - 1/7/15 -Water Mains @ 2%	\$92,444	\$92,587	\$92,732	\$92,880	\$93,033
MPL 3/15/2015 - Water Mains					
MPL 3/15/2015 - Water Equipment					
MCWT DW-13-13A - 2/11/16 -Water Mains @ 2%	\$85,873	\$85,890	\$85,907	\$85,925	\$85,943
MPL 9/15/16 - BRENTWOOD WATER MAINS					
MPL 9/15/16 - WATER MAINS					
	\$491,781	\$315,367	\$312,149	\$178,805	\$178,976
<u>AUTHORIZED / PROJECTED DEBT</u>					
DPS FACILITY- \$1.1 MILL (20 yrs) - 15% of Total Debt	\$10,890	\$10,560	\$10,230	\$9,900	\$9,570
DPS FACILITY BLDG-\$12.5M (20 yrs) - 15% of Total Debt	\$123,750	\$120,000	\$116,250	\$112,500	\$108,750
MCWT WATER MGMT PRG-\$500k (10 yrs) - 6% of Total Debt					
TOTAL WATER DEBT	\$626,421	\$445,927	\$438,629	\$301,205	\$297,296

TOWN OF MEDWAY DEBT SERVICE

	FY'2030	FY'2031	FY'2032	FY'2033	FY'2034
<u>SEWER ENTERPRISE FUND DEBT</u>					
Sewer - 4/21/1987					
GOB 4/15/2003					
MPL 10/8/2009 - Sewer Construction (1/2)	\$40,800				
GOB 8/15/2010 - Sewer	\$50,938				
GOB 9/15/2012 - Sewer Improvements					
MPL 3/15/2015 - Sewer Improvements					
MPL 3/15/2015 - Sewer Improvements					
MPL 9/15/16 - SEWER IMPROVEMENTS					
<u>AUTHORIZED / PROJECTED DEBT</u>					
DPS FACILITY- \$1.1 MILL (20 yrs) - 10% of Total Debt	\$7,260	\$7,040	\$6,820	\$6,600	\$6,380
DPS FACILITY BLDG-\$12.5M (20 yrs) - 10% of Total Debt	\$82,500	\$80,000	\$77,500	\$75,000	\$72,500
MCWT WATER MGMT PRG-\$500k (10 yrs) - 37% of Total D					
TOTAL SEWER DEBT					
	\$181,498	\$87,040	\$84,320	\$81,600	\$78,880
<u>SOLID WASTE ENTERPRISE FUND DEBT</u>					
<u>AUTHORIZED / PROJECTED DEBT</u>					
DPS FACILITY- \$1.1 MILL (20 yrs) - 10% of Total Debt	\$7,260	\$7,040	\$6,820	\$6,600	\$6,380
DPS FACILITY BLDG-\$12.5M (20 yrs) - 10% of Total Debt	\$82,500	\$80,000	\$77,500	\$75,000	\$72,500
TOTAL SOLID WASTE DEBT					
	\$89,760	\$87,040	\$84,320	\$81,600	\$78,880
<u>EMS ENTERPRISE FUND DEBT</u>					
MPL 2/15/2012 - Ambulance					
MPL 9/15/16 - AMBULANCE					
<u>AUTHORIZED / PROJECTED DEBT</u>					
TOTAL EMS DEBT					
	\$0	\$0	\$0	\$0	\$0

TOWN OF MEDWAY DEBT SERVICE

	FY'2030	FY'2031	FY'2032	FY'2033	FY'2034
<u>SEPTIC DEBT</u>					
Septic T5-97-1086 10/25/2000					
Septic T5-97-1086-1 8/1/2004					
<u>AUTHORIZED / PROJECTED DEBT</u>					
Septic T5-97-1086-C -\$200k (20 yrs)	\$11,600	\$11,400	\$11,200	\$11,000	\$10,800
TOTAL SEPTIC DEBT	\$11,600	\$11,400	\$11,200	\$11,000	\$10,800
<u>CPA FUNDS DEBT</u>					
GOB 5/15/2013 - Thayer House	\$151,200	\$147,150	\$143,100	\$139,050	\$0
MPL 3/15/2015 - Athletic Fields	\$0				
TOTAL CPA FUNDS DEBT	\$151,200	\$147,150	\$143,100	\$139,050	\$0
TOTAL ISSUED DEBT:	\$1,658,175	\$1,130,017	\$1,105,249	\$700,855	\$178,976
TOTAL UNISSUED DEBT:	\$909,200	\$881,800	\$854,400	\$827,000	\$799,600
TOTAL POTENTIAL DEBT:	\$2,567,375	\$2,011,817	\$1,959,649	\$1,527,855	\$978,576

AGENDA

ITEM #2

Municipal Aggregation Presentation – Mark Capadonna, Colonial PowerGroup, Inc.

Associated backup materials attached:

- PowerPoint – Mark Capadonna, Colonial Power Group, Inc.



Community Choice Aggregation Program

Design → *Implementation* → *Management*

Town of Medway, Massachusetts

Prepared by Colonial Power Group, Inc.

Introductions

- **Community Paradigm Associates, LLC (CPA)**
 - Government and Public Policy Consulting
 - Retained by Municipalities, Non-Profits and Businesses
 - Specializing in Community Engagement, Government Relations, Public Management and Executive Recruitment
- **Colonial Power Group, Inc. (CPG)**
 - Energy Consulting Company
 - Retained by Municipalities
 - Specializes in Community Choice Aggregation (CCA) Programs
 - Design: all phases of program creation
 - Implementation: get CCA up-and-running
 - Management: day-to-day operations of CCA
 - CPG currently manages CCAs for 62 communities in MA

Communities Working with Colonial Power Group

ABINGTON

ADAMS

AMESBURY

ASHBY

ASHLAND

AUBURN

BERLIN

BERNARDSTON

BILLERICA

BRIDGEWATER

BURLINGTON

CARLISLE

CHESHIRE

CLARKSBURG

DALTON

EASTON

EGREMONT

FLORIDA

FRANKLIN

GARDNER

GREAT BARRINGTON

HALIFAX

HATFIELD

HAVERHILL

HEATH

HOLLISTON

KINGSTON

LANCASTER

LANESBOROUGH

LENOX

LEVERETT

LOWELL

LUNENBURG

MARLBOROUGH

MENDON

METHUEN

MILLVILLE

MONTEREY

NEW ASHFORD

NEW MARLBOROUGH

NEWBURYPORT

NORTH ADAMS

NORTH ANDOVER

NORTH BROOKFIELD

ORANGE

PELHAM

PEMBROKE

PITTSFIELD

PLYMOUTH

PLYMPTON

SALISBURY

SANDSFIELD

SHEFFIELD

STOUGHTON

TEWKSBURY

TYNGSBOROUGH

TYRINGHAM

UPTON

WENDELL

WEST BRIDGEWATER

WEST BROOKFIELD

WEST SPRINGFIELD

WEST STOCKBRIDGE

WILLIAMSBURG

WILLIAMSTOWN

WINCHENDON

Colonial Power Group, Inc.

What is a Community Choice Aggregation?

- A CCA is an optional buying group organized by a municipality or group of municipalities to benefit electric customers.
 - Came out of the Utility Deregulation Act of 1997 to enhance the competitive market
 - A CCA would enter into an electricity supply contract for all customers who remain on default service within a given municipality.
 - Customers can participate in long-term fixed rates and greener power supply options.
 - Customers are automatically enrolled, unless they opt-out.

Benefits of Community Choice Aggregation

- Choice – No longer “stuck” with utility default rates
- Stability – Municipality can seek long-term rates to avoid market volatility
- Savings – CCA obtained rates are generally below to substantially below average default rates

Benefits of Community Choice Aggregation

- Economic Development – Stable and lower utility rates provide a competitive advantage for businesses choosing locations
- Pro-Consumer – Contract terms and conditions are designed to protect customer rights
 - No Penalties for Consumers – Opt-out **anytime** and go back to default service or choose another provider
- Professional Expertise – Retaining a qualified Consultant ensures smooth roll-out and implementation

Benefits of Community Choice Aggregation

- Local Oversight & Control –
 - Town officials hold provider and Consultant accountable through transparent local management
 - Municipality sets its own energy goals, e.g., long-term fixed rates or a higher mix of renewable energy
- Green Power – Municipality can “green-up” entire supply portfolio or offer “opt-in” green products to consumers
- Future Opportunities – CCA Plans are still evolving:
 - Funding Energy Management
 - Supporting Additional Renewable Energy Generation
 - Energy Conservation

Steps in the Process

- ~~Local Acceptance of the Aggregation Statute~~
- Selectmen Adoption of Aggregation Plan
- State Filings by Aggregation Consultant
 - Consultation with DOER
 - Approval by DPU
- Solicitation of Energy Pricing by Aggregation Consultant
- Town Decision to Proceed...and how to Proceed
- Ratepayer Notifications by Aggregation Consultant
- Opt-Out Period managed by Aggregation Consultant
- Energy Flows

Regular Issues of Concern

- No Tax Dollars Used – No adds to staff or burden on local budgets, e.g., program administration outsourced to Consultant
- Opt-Out – As provided by law. With Colonial Contracts ratepayers can always opt-out and opt-in
- Billing Remains the Same – Eversource (NSTAR) still bills for electricity and distribution
- Outage Management and Line Maintenance Remains the Same – Eversource (NSTAR) stills delivers the electricity
- Quality of Electricity Remains the Same – It remains power being placed into the electric grid

Education is Critical to Success

- CPG and CPA work collaboratively with community leaders to develop and execute an outreach plan
 - Local Print Media
 - Municipal and Community Websites
 - Local Cable TV
 - Community Meetings
 - Town Newsletters

Thank You

Colonial Power Group and Community Paradigm Associates

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One Saddleback

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(978) 621-6733

blynch@communityparadigm.com

Colonial Power Group, Inc.

AGENDA

ITEM #3

Contract Approval – Energy Management System Installation in Police Department Headquarters – Prism Energy Services- \$96,968

Associated backup materials attached:

- Memo from Bob Weiss, Energy Manager
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Prism Energy Services for energy management system installation at the Police Department Headquarters in an amount not to exceed \$96,968.

Energy Manager
Robert Weiss



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone: (508) 321-4871
Email:
rweiss@townofmedway.org

TOWN OF MEDWAY

To: Glenn Trindade, Chairman, Board of Selectmen

From: Robert Weiss, Energy Manager

Re: Contracts Funded by the Green Communities Competitive Grant, 2016

Date: October 13, 2016

Attached, for the Board's approval, is a contract for the Installation of an Energy Management System for Medway's Police Department headquarters building. This project is funded by the Green Communities Grant, which was awarded to the Town earlier this year. In all, four projects will be completed under the Grant.

This first project's total cost is \$96,968 of which \$84,382 will be paid by the Grant and \$12,586 will be rebated by the utilities' incentives program. No Town funds will be expended on the project.

Contracts for the remaining three projects, LED lighting retrofits at Medway's Library and at the Fire Department's Station #1 and the LED replacements of the Town's remaining streetlights will be coming in for the Board's approval in the next couple weeks.

Below is the overall grant budget.

Building Name and/or Location	Project Name (description) [1, 7]	Total Project Cost (\$) [4]	GC Grant Funding (\$) [5]	Utility Incentives (\$)	Other Grants (please list source in column N) (\$)	Town Contribution (\$)	Funding Source(s) for Other Grants and Town Contribution
Various Streets in Town	Streetlights Conversion to LEDs	\$108,000.00	\$89,988.08	\$18,011.92	\$0.00	\$0.00	\$0.00
Medway Police Department Headquarters	Install an Energy Management System	\$96,968.00	\$84,382.00	\$12,585.00	\$0.00	\$0.00	\$0.00
Medway Fire Station #1	Retrofit Lights with LEDs and Install New Sensors	\$14,332.00	\$12,386.00	\$1,946.00	\$0.00	\$0.00	\$0.00
Medway Library	Retrofit Lights with LEDs and Install New Sensors	\$31,882.00	\$26,708.00	\$5,174.00	\$0.00	\$0.00	\$0.00
MEDWAY		\$251,182.00	\$213,464.08	\$37,716.92	\$0.00	\$0.00	N/A

ENERGY MANAGEMENT SERVICES – M.G.L. c. 25A, § 14

Energy Management System at Medway Police Department

This Energy Management Services Contract (hereinafter “Contract” or “Agreement”) is made and entered into as of October 5th, 2016 (“Effective Date”) by and between PRISM ENERGY SERVICES (hereinafter “ESCO”), a Massachusetts business entity having its principal offices at 1150 Hancock Street, Quincy, MA 02169, and the Town/City of MEDWAY, Massachusetts (hereinafter the “Customer”), a municipal corporation and a political subdivision of the Commonwealth of Massachusetts, having its principal offices at 155 Village St, Medway, MA for the purpose of furnishing and assuring the performance of certain energy conservation measures at the buildings, facilities and properties (“Facilities”) identified in the scope of work attached hereto as **Exhibit A**.

WHEREAS, Customer has been designated a Green Community by the Massachusetts Department of Energy Resources (“DOER”) and, as such, has been awarded a grant by the DOER for use with DOER-approved projects (“DOER Grant”);

WHEREAS, based upon its audit of various Customer facilities and the energy usage associated with such facilities, ESCO has identified energy conservation measures which, if implemented, will reduce Customer’s energy usage, all as reflected in ESCO’s March 17, 2016 Green Communities Energy Reduction Plan (the “Technical Audit”) prepared for Customer, a copy of which is incorporated herein by reference;

WHEREAS, in reliance upon the Technical Audit, Customer has agreed to authorize ESCO to construct and implement certain of the proposed energy conservation measures, as reflected in this Agreement;

WHEREAS, the Parties understand that payment by the Town for ESCO’s work under this Contract shall be made solely from the DOER Grant, and therefore, said payment by the Town is limited to the amount of said grant, and subject to DOER’s approval, with the remaining costs, if any, to be paid as set forth herein;

NOW, THEREFORE, in exchange for the promises set forth herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

Key terms used and capitalized within this contract are defined as follows:

Agreement, Contract, or Contract Documents – This term refers to this Contract and all documents attached to and incorporated by reference in the Contract, and to any amendments to this Contract signed by the Parties after execution of the Contract.

Energy Baseline – The energy baseline is a calculation or measure of each type of energy consumed in existing facilities prior to the installation of energy conservation measures. The Energy Baseline is shown in the Technical Audit.

Energy Conservation/Efficiency Measure or “ECM” - An activity or set of activities designed to increase the energy conservation or efficiency of all or any part of a facility, including, but not limited to, the installation of new equipment or the modification of or alteration to existing

equipment to reduce energy costs by improving efficiency.

Energy Savings – The reduction of energy consumption or demand resulting from ECM(s) determined by comparing the energy baseline with the energy consumed (or energy demand) after the ESCO has implemented the ECM(s). The Energy Savings is shown in the Technical Audit.

Hazardous Waste – This term has the meaning prescribed by 310 CMR 30.000

Substantial Completion Date – The date on which the ECMs are (i) substantially complete and (ii) capable of producing savings substantially equal to or greater than the energy savings, which date shall be certified by the ESCO in writing to Customer.

ARTICLE 2: PRICE & CONTRACT TERM

2.1 Total Project Cost and Price

The “total project cost,” as such term is defined in G.L. c. 25A, § 14(a), for this Contract is \$96,968.00, which shall be paid as follows: Subject to the terms of this Contract, the available amount of the DOER Grant, and DOER approval for expenditure of DOER Grant funds, Customer shall pay ESCO no more than \$84,382.50 (“Contract Price”) for the work performed by ESCO in accordance with the terms of this Contract. The remaining project costs shall be paid to ESCO directly by Eversource in the form of incentives and payments from Eversource’s on-bill repayment program in the amounts indicated in **Exhibit B**.

Except for sales taxes that are exempt under the Massachusetts Sales Act, ESCO shall be responsible for paying all taxes, fees, and charges related to the work. It shall also be the responsibility of ESCO to obtain and pay for all permits, licenses and governmental approvals required for the work, including, but not limited to, building permits and approval of DOER for use of DOER Grant funds to pay for work performed by ESCO, and approval of DOER, if required, of each ECM proposed by ESCO in **Exhibit A**.

2.2 Payment Terms

On a monthly basis, ESCO shall submit applications for payment to Customer for portions of the Contract Price corresponding to the work performed for the applicable month. By submitting an application for payment, Contractor hereby agrees that it shall be deemed to have certified that all of the work for which payment is sought was completed in accordance with all permits, governmental approvals, applicable laws and regulations, and the terms of this Contract, and that ESCO has obtained the approval of DOER for use of the DOER Grant funds to pay for the work that is the subject of each application. Subject to the terms of this Contract, Customer shall pay all undisputed amounts requested in the application within thirty (30) days of Customer’s receipt of a proper application for payment. (Do the contractors need to get written approval from DOER?)

2.3 Contract Term

Unless terminated earlier in accordance with the provisions of this Contract, the term of this Contract shall be 90 days from the Effective Date.

ARTICLE 3: THE WORK

3.1 Time for Performance and Final Completion

ESCO shall commence work within ten (10) days of the Effective Date. ESCO shall substantially complete all work, as reasonably determined by Customer, within 120 days after commencing said work, subject to extensions if and as permitted by this Contract. After Substantial Completion, all remaining work shall be completed within 45 days. ESCO shall, within seven (7) days of the Effective Date, provide a project schedule subject to Customer's approval, which shall not be unreasonably withheld. The work must be performed in a continuous, uninterrupted manner between the hours of 8:00 AM and 4:30 PM, Monday through Friday, provided, however, that work may be otherwise scheduled at the Town's election, and in accordance with a schedule to be agreed to by the Parties, to avoid or minimize interference and inconvenience to the occupants of Customer's buildings, including school buildings.

3.2 Scope of Work

The scope of the work shall include all work necessary, incidental and appropriate to accomplish the ECMs contained in **Exhibit A**. ESCO shall perform, supervise, direct and oversee the work using its best ability, skill, attention, and oversight, and in accordance with all applicable local, state and federal laws and regulations (including, but not limited to, the Massachusetts Prevailing Wage Law), prudent industry practices, standards implied by law, permits, governmental approvals, and manufacturers' warranties, if any.

3.3 Construction Procedures, Changes to Work and Coordination

ESCO shall be solely responsible for construction means, methods, techniques, sequences, and procedures. No changes to the work may be made by ESCO without the advance written approval of Customer.

ESCO shall promptly correct any work that does not conform with the terms of the Contract. If ESCO fails within seven (7) days of receipt of notice from Customer to commence, and thereafter diligently pursue, a correction of any such non-conforming work, Customer may (i) cause such work to be corrected and deduct all costs and expenses incurred in connection therewith, including fees of architect, engineers and lawyers, from amounts otherwise payable to the ESCO and/or (ii) terminate this Agreement. The foregoing notwithstanding, in the event any non-conformity threatens public health or safety, ESCO shall correct the conformity immediately with or without notice from Customer.

ESCO shall coordinate all work with utilities if and as required at no additional cost or expense to Customer.

3.4 Coordination with Maintenance Staff

ESCO shall coordinate all work and fully cooperate with Customer's maintenance personnel, and shall train such personnel in the operation and maintenance of all ECMs, equipment, material and products installed under this Contract. ESCO shall provide a preventive maintenance schedule and procedures

for such equipment.

3.5 Material and Equipment Installed

All ECMs, equipment, products and material installed under this Contract shall be subject to Customer's approval. No substitution of any material, product or equipment specified in the Contract shall be made without the advance written approval of Customer, and to be eligible for approval, any such substitution shall be at least equal to the specified material, product or equipment in quality, finish, durability, serviceability and performance for the purpose intended, as determined by Customer.

If applicable, ESCO shall prepare and furnish for Customer's approval at least three (3) maintenance manuals for all ECMs and equipment installed under this Contract.

3.6 Removal of Debris and Waste

ESCO will be responsible for proper disposal of construction debris and non-hazardous waste generated by or resulting from its work. ESCO shall not introduce any Hazardous Materials on, in or about the Facilities. Unless otherwise provided in **Exhibit A**, ESCO shall not be responsible for the removal of Hazardous Materials, if any, that existed on the Facilities before the date of this Contract, provided that ESCO has not exacerbated or caused a release or discharge of such materials during the work. In the event ESCO encounters such materials, it shall notify Customer immediately. The foregoing notwithstanding, ESCO shall be responsible for the proper removal, management, disposal and recycling of any polychlorinated biphenyl ballasts and mercury lamps, switches, or thermostats.

3.7 Subcontracting

ESCO may not subcontract any part of the work without the advance written approval of the Customer, which shall not be unreasonably withheld, conditioned or delayed, provided that no such approval shall constitute an approval of a subcontractor under in G.L. c. 30, § 39F. ESCO shall be responsible for all of the conduct, acts and omissions of its subcontractors, suppliers, employees, agents, representatives, and other persons for whom ESCO is responsible. Nothing in this Contract shall create any contractual relationship between any such subcontractor, supplier, employee, agent, representative or person and Customer.

3.8 Delays

If ESCO is delayed in the commencement or completion of any part of the work due to events beyond ESCO's control (and thus without the fault or negligence of the ESCO), including but not limited to fire, flood, or unavoidable casualties, it must notify Customer of the delay in writing within ten (10) days of the commencement of the event resulting or expected to result in delay. Such notice must include a reasonably detailed explanation of the cause and anticipated extent of the delay, and the extension requested, if any, to the time for completion of the work set forth in Section 3.1. ESCO shall have no claim for additional compensation on account of any delays, including, but not limited to, delays allegedly caused by Customer, and an extension of time, if any, shall be ESCO's sole remedy for any delays. Failure of ESCO to request a time extension in accordance with this Section shall result in the waiver of any claim for such extension. Any decision on ESCO's request for a time

extension shall be final and binding in accordance with Section 7.1 (Dispute Resolution and Claims).

3.9 Equipment Location and Access

The buildings and facilities identified in **Exhibit A** (the "Facilities") will be occupied during the work. ESCO shall therefore take all necessary and appropriate precautions to ensure the safety and convenience of occupants during the work.

The ESCO is responsible for the security and risk of loss of partially completed work, and for materials and equipment stored at Customer properties. Only materials and equipment intended and necessary for immediate use shall be brought into the Facilities. Equipment and unused materials shall be removed from each Facility by the end of each workday. Customer shall provide without charge a mutually satisfactory location or locations, if available, for the storage of materials and equipment.

Flammables and combustibles shall not be stored on the Facilities.

3.10 Utilities

To the extent water, heat and utilities exist at the Facilities and are available for use, Customer shall allow such water, heat, and utilities to be reasonably consumed by the ESCO without charge for performance of the work. The foregoing notwithstanding, Customer shall not be responsible to install or pay for any facilities or modifications not already in existence that are necessary to access such water, heat, and utilities during the work.

3.11 Concealed or Unknown Conditions

ESCO shall not be eligible for additional compensation or extensions of time to complete the work for any subsurface or latent physical conditions of which ESCO knew or should have known, or which do not differ materially or substantially from conditions reflected in the Contract or of which ESCO knew or should have known.

3.12 Shutdown of Services

ESCO hereby acknowledges that continuous operation of services, including, but not limited to, heat, water, electricity, gas, sanitary facilities, elevators, fire alarms or protections, and access to the Facilities, including common areas, are essential to the operation of the Facilities. If any such service or access is to be discontinued for any period of time in order to perform the work, ESCO shall give the Customer written notice as far in advance as practicable, but in no event less than seven (7) days in advance. Such discontinuation shall be subject to Customer's approval, which shall not be unreasonably withheld, but may be conditioned by requiring the ESCO to provide and pay for temporary services, or by imposing a time limit on any discontinuation. With respect to fire alarm or other fire protections, if Customer approves a shutdown of such protections, ESCO shall also, in advance, notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

3.13 Indemnification and Limitation of Liability

ESCO shall be responsible for the work and take all precautions for preventing injuries to persons and

damage to property in or about the work and Facilities, and for all losses, claims, costs, expenses, including reasonable attorneys' fees, damages and other liabilities resulting or arising from the work. ESCO shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed in carrying out this Contract. In addition to, and not in limitation of, any other rights and remedies available to Customer under this Contract, at law or in equity, ESCO shall defend, indemnify and hold harmless the Customer, their employees, officials and agents from and against any and all third-party claims relating to:

1. Labor performed or furnished and materials used or employed for the work;
2. Inventions, patents and patent rights used in and in doing the work;
3. Injuries to any person caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible;
4. Damage to property, including the Facilities and the work, caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible; and
5. Any act, omission, or fault or neglect of the ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible.

The indemnification obligation includes the payment of reasonable attorneys' fees incurred by Customer in connection with any such claims.

3.14 Criminal Offender Record Information. If the Facilities constitute, in whole or in part, school property, the following shall apply:

In accordance with G.L. c. 71, § 38R, and G.L. c. 6, §178KD et seq., and any regulations promulgated pursuant thereto, Customer may request and obtain all available criminal offender record information, national fingerprint-based criminal background checks, and information maintained by the Sex Offender Registry Board (collectively, "C/SORI") for all persons who may perform work or services on school grounds and have direct and unmonitored contact with children. ESCO shall require all individuals, employees, agents, contractors or others working on behalf of ESCO who will be involved in the work or services under this Agreement (and any Contract) to complete and sign a Request Form (or other documents) to obtain C/SORI if, in the sole determination of the Customer, some or all such persons may have direct and unmonitored contact with children during the work or services. If, based on the result of a C/SORI check, Customer determines, in its sole discretion, to exclude any person from furnishing work or services pursuant to this Agreement, ESCO shall ensure that such person is not given access to the Facilities and is prohibited from working under this Agreement (and any Contract).

Notwithstanding the foregoing parts of this section:

As between ESCO and Customer, ESCO shall be solely responsible for the acts and omissions of its employees, agents, contractors and other persons performing services under this Agreement for or on behalf of ESCO. In addition, Customer's exercise or failure to exercise its rights under this Agreement

to conduct C/SORI checks and/or to exclude persons from the Facilities and from working under this Agreement shall relieve ESCO of its obligations thereunder, nor act to waive any of the rights, remedies and defenses available to the Customer under this Agreement, at law and in equity. Furthermore, Customer may, notwithstanding anything to the contrary in this Contract, including without limitation Article 5, terminate this Contract immediately for any failure of ESCO to strictly comply with this section.

ARTICLE 4: PERFORMANCE AND EVALUATION OF COMPLETED WORK

4.1 Workmanship and Equipment Warranty

ESCO hereby assigns to the Customer all warranties of all equipment, products and materials used in the work. In addition to and not in limitation of any other rights and remedies available to Customer under the Contract, at law or in equity, and in addition to and not in lieu or limitation of any applicable statutory limitations periods or manufacturers' warranties, ESCO warrants that, for a period of one year from the date of final completion of the work, as determined by Customer ("Warranty Period"), all equipment, products, materials and the work shall be free from defects in material, manufacture, workmanship and performance, and agrees that if a defect occurs within the Warranty Period, ESCO shall promptly correct and pay for correction of all defects including replacement or repair and all parts and labor.

4.2 Representations and Warranties of ESCO

ESCO represents and warrants as follows:

1. ESCO has performed an "ASHRAE Level 2" audit of the Facilities in accordance with the standards, criteria and recommendations of the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("ASHRAE"), and has determined, based upon the energy savings objectives established by Customer and the limit of DOER Grant funds available for the work, that an "ASHRAE Level 3" audit is neither recommended nor necessary to identify no-cost and low-cost energy savings opportunities and provide ECM recommendations for the Facilities;
2. To the best of ESCO's knowledge, the utility incentives referenced in **Exhibit B**, if any, are reasonably accurate and available as of the Effective Date;
3. To the extent that **Exhibit A** specifies particular products, the energy ratings of such products were accurately used in the calculation of energy and water savings estimates set forth in the Technical Audit;
4. Neither it nor its officers or employees has a financial interest, direct or indirect, in any manufacturer, dealer or distributor of equipment, materials, products or commodities referenced in the Contract or used or incorporated in the work and Facilities, or any interest which would violate G.L. c. 268A, as amended or superseded, whether or not ESCO is subject to said chapter;
5. The "Baseline Energy Usage Overview," the "ECM Savings Overview," and the "ECM Cost and Return on Investment Analysis" that are included in the Technical Audit, and copies of which are attached

hereto as **Exhibit C**, are reasonably accurate and were developed in accordance with all applicable ASHRAE standards, and ESCO's Energy Savings calculations are based on valid and reasonably accurate assumptions, projections and baselines that best represent the true value of future energy or operational savings for the Facility;

7. ESCO is a qualified vendor in Columbia Gas's Project Expediter Program and is eligible to provide energy management services under G.L. c. 25A, § 14(a); and

8. The ECM's set forth in Exhibit A constitute qualified energy conservation projects under G.L. c. 25A, § 14(a), and are included in the local electric utility's current efficiency plan developed by the utility pursuant to G.L. c. 25, § 21.

ARTICLE 5: EVENTS OF DEFAULT

5.1 The following events or conditions shall constitute an Event of Default by the ESCO and shall give the Customer the right, without an election of remedies, to proceed pursuant to Section 7.01 and/or terminate this Contract by delivery of written notice of termination, upon which event the ESCO shall be liable to the Customer for any and all damages sustained by the Customer:

1. Any representation or warranty made by the ESCO in this Contract which was false or misleading in any material respect when made;
2. The voluntary or involuntary filing of bankruptcy by/against the ESCO or an involuntary assignment for the benefit of creditors, or the liquidation of the ESCO;
3. Any failure by the ESCO to perform or comply with any other material term or condition of this Contract, unless ESCO promptly commences and diligently pursues a cure to completion within thirty (30) days after receipt of written notice of the default from Customer, or if a cure cannot reasonably be completed in thirty (30) days, within and not to exceed ninety (90) days from receipt of notice.

ARTICLE 6: INSURANCE & BONDS

6.1 Workers' Compensation Insurance

ESCO shall provide during the life of this Contract Worker's Compensation Insurance in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts (M.G.L. c149 § 34A and M.G.L. c152) as follows:

Workers Compensation Coverage A	Statutory Minimum
Employer's Liability Coverage B	\$500,000 each accident
\$500,000 disease per employee	
\$500,000 disease policy	

6.2 Comprehensive General Liability

ESCO shall provide Comprehensive General Liability with the following minimum coverage with

respect to the work and other operations performed by ESCO and its employees, subcontractors, supplier's agents and invitees:

Bodily Injury and Property Damage \$1,000,000 aggregate	\$1,000,000 each occurrence,
Products & Completed Operations	\$1,000,000 aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence

This policy shall include coverage relating to explosion, collapse, and underground property damage and contractual liability coverage. ESCO shall provide a separate "Owners and ESCO's Protective Liability" policy in the name of the Customer at the same limits listed above. The completed operations coverage shall be maintained for a period of two (2) years after the Substantial Completion Date.

6.3 Vehicle Liability

ESCO shall provide the following minimum coverage with respect to the operations of the any employee, including coverage for owned, non-owned, and hired vehicles:

Bodily Injury	\$1,000,000 each
person Property Damage	\$1,000,000 each
accident Combined Single Limit	\$1,000,000

6.4 Property Coverage

ESCO shall provide the following coverage against loss or damage by fire and against loss or damage covered by the special perils insurance endorsement on all work:

Special Perils	80% of Contract Price minimum
----------------	-------------------------------

Upon completion of work, ESCO shall provide an installation floater, in the full amount of the Contract Price, for the requirements set forth above. The policy or policies shall specifically state that they are for the benefit and payable to Customer, the ESCO, and all persons furnishing labor or labor and materials for the work, as their interests may appear.

6.5 Customer as Additional Insured

The Customer shall be named as additional insured on the ESCO's liability policies.

6.6 Certificates of Insurance

Certificates of insurance, acceptable to the Customer, shall be submitted to Customer prior to the signing of this Contract and shall be renewed upon expiration of ESCO's insurance policies referenced above. Certificates shall indicate that the insurance required by sections 6.1 through 6.5 is in effect. If ESCO fails to maintain such insurance during the term of this Contract, it shall be responsible for all costs, losses, damages and expenses (including reasonable attorneys' fees) arising from such failure, including, but not limited to, losses that would have otherwise been covered

under such insurance had it been maintained. Certificates shall note the thirty (30) day cancellation notice requirement of Section 6.7. All policies shall be issued by companies qualified to do business in Massachusetts and satisfactory to Customer.

6.7 Cancellation of Insurance

Cancellation of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to Customer at least thirty (30) days prior to the effective date thereof, provided that such cancellation, even with the requisite notice to Customer, shall constitute a material breach of this Contract unless renewed or replaced before such cancellation.

ARTICLE 7: MISCELANEOUS

7.1 Dispute/Claim Resolution

Disputes arising under this Contract, including but not limited to disputes regarding changes in and interpretations of the terms or scope of the Contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures:

1. All claims and disputes by the ESCO shall be made in writing and submitted to the Customer for a written decision within ten (10) days of the commencement of the event giving rise to the claim or dispute.
2. ESCO shall continue to perform all work, including any disputed work, pending and notwithstanding any disputes or claims.
3. Within thirty (30) days of submission of the dispute or claim to the Customer, Customer shall issue a written decision on the claim or dispute. Any failure of Customer to issue a decision within such period shall be deemed a denial of the claim or dispute. The decision of Customer shall be final unless arbitrary, capricious or illegal.
4. If Customer is dissatisfied with Customer's decision, it may, subject to the last sentence of subparagraph 3 above, pursue a legal remedy in the appropriate state court in the county within which Customer's principal office is located within 90 days following completion of all work, failing which any claim of Customer shall be deemed waived.

Notwithstanding the foregoing, nothing in this Section 7.1 shall prevent a Party from terminating this Agreement in accordance with its terms.

7.2 Conditions Beyond Control of the Parties

Subject to the claims process set forth in Section 3.8 of this Agreement: Except as otherwise provided herein, if either Party is unable to carry out any material obligation under this Contract due to events beyond its reasonable control, such as insurrections, riots, fires, explosions or floods, this Contract shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved, provided that the Party whose performance is affected by such event shall exercise reasonably diligent efforts to mitigate and, if practicable, overcome the

effects of such event, and provided further that if such suspension continues for 90 calendar days notwithstanding any efforts to mitigate or overcome the effects of the event, either Party may terminate this Contract subject to any obligations and liabilities that arose prior to the date of termination.

7.3 Access and Inspection

Customer shall have constant access to inspect the work and, upon reasonable advance notice to ESCO, the books, records, and other data created and/or received by ESCO pursuant to this Contract. Records shall be kept by ESCO on a generally recognized accounting basis and all data and calculations shall be kept on file in legible form. Subject to the Massachusetts Public Records Law, all such books, records and data shall be saved or archived for a period of three (3) years after final completion of all work and shall be made available within Massachusetts to Customer for any inspection requested by Customer under this section. Before destruction of any such books, records or data, ESCO shall give Customer ninety (90) days written notice of such destruction, and Customer may, in its discretion and at its cost, make arrangements for the transfer or copying of such books, records or data to/by Customer.

7.4 Ownership of Documents

All drawings, documents, reports and other materials prepared by ESCO specifically in performance of this Contract shall become the property of the Customer upon the expiration or earlier termination of the Contract.

7.5 Certifications Required by Law

ESCO certifies as follows:

1. **Certificate of Authorization:** If ESCO is a corporation, each person executing this Contract on behalf of the ESCO hereby covenants, represents and warrants that ESCO is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in Massachusetts (evidence thereof to be supplied to Customer upon execution of Contract); and that each person executing this Contract on behalf of the ESCO is an officer of ESCO and is duly authorized to execute, acknowledge and deliver this Contract to the Customer (and a copy of a corporate resolution to this effect shall be supplied to Customer upon execution of Contract).
2. **Tax Compliance Certification:** Pursuant to G.L. c. 62C § 49A(b), ESCO hereby certifies, under the penalties of perjury, that it has complied with any and all applicable state laws relating to taxes, reporting of employees and contractors, and the withholding and remitting of child support.
3. **Certificate of Non-collusion:** The undersigned certifies under penalties of perjury that this Contract has been made 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 of group of individuals.
4. **Foreign Corporation:** If a foreign corporation, ESCO hereby certifies that it is in compliance with G.L. c. 156D §§ 15.03 and 15.07 (as amended or superseded).

7.6 Assignment

ESCO shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part hereof, or its right, title or interest in the Contract or any part thereof, without the prior written consent of the Customer. ESCO shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Contract, without the prior written consent of the Customer.

7.7 Applicable Law and Severability

This Contract is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Contract shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Contract shall be construed as if such provision had never been made part thereof.

7.8 Complete Agreement

This Contract, together with any documents incorporated herein by attachment as an exhibit or by reference, shall constitute the entire and exclusive Contract between both parties and supersedes and terminates all prior arrangements, understandings and agreements, whether oral or written, and this Contract may not be amended or modified except in writing and executed by the Customer and the ESCO.

The failure of either the ESCO or the Customer to insist upon the strict performance of any term or condition hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract.

7.9 Reasonable Cooperation

The parties shall reasonably cooperate during the term of this Contract, including with the execution and delivery of any additional documents that may be reasonably necessary to effectuate the provisions of this Contract.

7.10 Customer Approvals

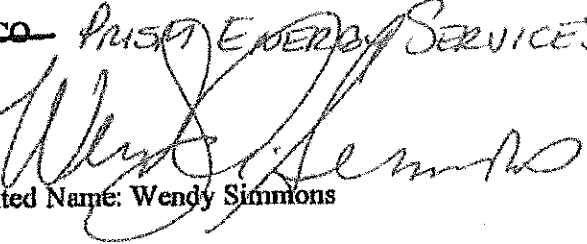
Notwithstanding anything to the contrary in this Contract, wherever in this Contract Customer is required or permitted to review, approve or disapprove, accept or reject any document, information, work, or other thing, and whenever such review, approval etc. is given whether or not required or permitted in this Contract, neither such review, approval or disapproval, acceptance or rejection, nor any lack thereof, shall act as a waiver of any rights, defenses or remedies available to Customer or relieve ESCO of its duties and obligations under this Contract.

SIGNATURES

IN WITNESS THEREOF, the parties have each caused this Agreement to be executed in triplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

~~ESCO~~ *PRISM ENERGY SERVICES*

By:



Printed Name: Wendy Simmons

Printed Title: President and Owner

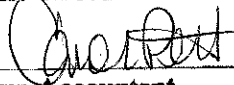
TOWN
By its Board of
Selectmen _____

By:

Printed Name:

Printed Title: Chairmen, Medway Board
of Selectmen

I certify that an appropriation is available
in the amount of this contract:



Town Accountant

Dated: 1/21/16

23124222 5850

Approved as to Form:



Town Counsel

EXHIBIT A
FACILITIES AND SCOPE OF WORK



TOWN OF MEDWAY

ENERGY CONSERVATION MEASURES

Recommended
for
DoER APPLICATION

March 17, 2016

SCOPE OF WORK

POLICE STATION

Pumping System

- Remove and dispose the two existing 1.5 HP hot water pumps.
- Provide and install two 1.5 HP Grundfos pumps.
- Hot water pumps to be mounted horizontally
- Connect the pumps to the building automation system

Building Automation System

- Provide an energy management system to perform the following tasks:
 - Stage the boilers based on building demand
 - Automatically alternate new heating hot water pumps
 - Shut off boilers based on outdoor air temperature
 - Setback temperature in unoccupied spaced at night and on weekends
 - Turn off the fan coil units serving unoccupied spaced at night and on weekends.

Scope of work to include:

- Provide and Install DDC controls for eight Fan Coil units System. Controls to include Fan start/stop, fan speed, discharge air temperature, heating/cooling valve control, space temperature, and space occupancy
- Provide and Install DDC control for two boilers and 2 associated Hot Water pump System. controls to include boiler start/stop, boiler alarm, supply and return water temperature hot water pump start/stop and HW pump status.
- Remove and dispose existing zone thermostats, except for the one controlling the heat pump
- Provide and Install 13 space temperature sensors and wire valve actuators to nearest FCU controller

The Energy Management System is also comprised of:

- One JACE 6 Webserver, with remote access capability.
 - Software implementation including all graphics and mechanical screens
 - DDC Temperature Controllers
 - Temperature Sensors.
 - Current Switches for fan and pump status
 - Pilot Duty Relays for On/Off Control.
- One Year Warranty and System Training



**ENERGY EFFICIENT LIGHTING SYSTEM UPGRADE PROPOSAL
EVERSOURCE MUNICIPAL RETROFIT PROGRAM**

1150 Hancock Street, Suite 400 ▲ Quincy, MA 02169
T 617 328-9886 ▲ F 617 328-0496
www.prisenergy.com

CUSTOMER NAME: MEDWAY POLICE STATION
ADDRESS: 35 VILLAGE ST
MEDWAY, MA 02053
CONTACT: BOB WEISS
PHONE: 508-376-7053
Date: 8/19/2016

AREA	REPLACEMENT DESCRIPTION	QTY	TOTAL COST	UTILITY EFFICIENCY INCENTIVE	OUT-OF-POCKET EXPENSE
THROUGHOUT	ENERGY MANAGEMENT SYSTEM	1	\$96,968.00	\$12,585.50	\$84,382.50
TOTALS		1	\$96,968.00	\$12,585.50	\$84,382.50

Please refer to facility audit for a location by location proposal.
INCENTIVES ARE ESTIMATED AND SUBJECT TO EVERSOURCE APPROVAL BEFORE INSTALLATION CAN BEGIN
PRISM RESERVES THE RIGHT TO SUBSTITUTE EQUAL OR BETTER FIXTURES FOR THOSE PROPOSED
PROPOSAL ASSUMES DISPOSAL OF PROJECT DEBRIS IN OWNER'S DUMPSTER OR A DUMPSTER CAN BE PROVIDED AT COST
ADDITIONAL ITEMS WILL BE INVOICED AT THE APPROVED UNIT COSTS AT THE END OF THE PROJECT
CUSTOMER IS RESPONSIBLE TO PROVIDE ACCESS TO ALL AREAS FOR INSTALLATION
WARRANTY: PRISM OFFERS 1 YEAR FOR LABOR AND MATERIALS
ADDITIONAL WARRANTY ON MATERIALS MAY BE OFFERED THROUGH THE MANUFACTURER

Proposal firm through 11/17/2016
 Please authorize work for: MEDWAY POLICE STATION

SIGN HERE Robert Weiss
 Authorized Signature

Energy Manager 8-22-2016
 Title Date

I certify that the information provided is an accurate account of the existing conditions of my facility. I have read the savings analysis and understand all the proposed energy conservation measures. I agree that any change of quantity for each energy conservation measure will result in a deduction or increase in the approved unit costs.
 I have reviewed all the cut sheets and approve of them or equal to.



**ENERGY EFFICIENT LIGHTING SYSTEM UPGRADE PROPOSAL
EVERSOURCE MUNICIPAL RETROFIT PROGRAM**

1160 Hancock Street, Suite 400 • Quincy, MA 02169
T 617 328-9898 • F 617 328-0498
www.prismenergyservices.com

CUSTOMER NAME: MEDWAY POLICE STATION
ADDRESS: 95 VILLAGE ST
MEDWAY, MA 02053
CONTACT: BOB WEISS
PHONE: 508-376-7053
Date: 8/19/2016

AREA	REPLACEMENT DESCRIPTION	QTY	TOTAL COST	UTILITY EFFICIENCY INCENTIVE	OUT-OF-POCKET EXPENSE
THROUGHOUT	ENERGY MANAGEMENT SYSTEM	1	\$96,968.00	\$12,585.50	\$84,382.50
TOTALS		1	\$96,968.00	\$12,585.50	\$84,382.50

Please refer to facility audit for a location by location proposal.
INCENTIVES ARE ESTIMATED AND SUBJECT TO EVERSOURCE APPROVAL BEFORE INSTALLATION CAN BEGIN
PRISM RESERVES THE RIGHT TO SUBSTITUTE EQUAL OR BETTER FIXTURES FOR THOSE PROPOSED
PROPOSAL ASSUMES DISPOSAL OF PROJECT DEBRIS IN OWNER'S DUMPSTER OR A DUMPSTER CAN BE PROVIDED AT COST
ADDITIONAL ITEMS WILL BE INVOICED AT THE APPROVED UNIT COSTS AT THE END OF THE PROJECT
CUSTOMER IS RESPONSIBLE TO PROVIDE ACCESS TO ALL AREAS FOR INSTALLATION
WARRANTY: PRISM OFFERS 1 YEAR FOR LABOR AND MATERIALS
ADDITIONAL WARRANTY ON MATERIALS MAY BE OFFERED THROUGH THE MANUFACTURER

Proposal firm through 11/17/2016
 Please authorize work for: MEDWAY POLICE STATION



Robert Weiss
 Authorized Signature

Energy Manager 8-22-2016
 Title Date

I certify that the information provided is an accurate account of the existing conditions of my facility. I have read the savings analysis and understand all the proposed energy conservation measures. I agree that any change of quantity for each energy conservation measure will result in a deduction or increase in the approved unit costs. I have reviewed all the cut sheets and approve of them or equal to.

EXHIBIT B

NATIONAL GRID INCENTIVES & ON-BILL FINANCING PAYMENTS

TO: BOB WEISS
MEDWAY POLICE DEPT
155 VILLAGE ST, MEDWAY, MA 02053

FROM: Steven Grattan, Energy Efficiency Consultant, Eversource
Steven.Grattan@eversource.com
781-441-8243

DATE: 08/02/2016

SUBJECT: Retrofit Program Customer Pre-Approval for **Project# NR160820**

Congratulations! Eversource has pre-approved your Retrofit Program application for **MEDWAY POLICE DEPT**. If the energy efficiency measures are installed as proposed, your project will qualify for an incentive payment from Eversource in the amount of **\$9,585.50**. The payment will be in the form of a check paid to the order of **PRISM ENERGY SERVICES**. For additional project details, please refer to the enclosed customer report.

Eversource's incentive payment for this project is subject to the Terms and Conditions a copy of which is provided with this pre-approval letter. In the event that a custom application is submitted, minimum equipment and operation requirements of the proposed measures, as detailed in the enclosed Minimum Requirements Document, must be addressed and satisfied.

Project completion Date- Our records indicate that this project is expected to be completed by **OCTOBER 31, 2016**. If at any time the project's completion date is delayed beyond the original expected completion date indicated on your application, please contact the Energy Efficiency Consultant listed in the body of this letter so that a revised project expected completion date is communicated. Informing Eversource ensures that the pre-approved incentive remains in good standing.

Pre-Approval Expiration Date - This pre-approval letter expires 180 days from the date of pre-approval.

Completed Application - The application form must be complete, and paid invoices (with both material and labor costs) as well as other documentation for all installed measures must be attached.

At Project Completion:

1. Contact the Energy Efficiency Consultant at the email or phone number above.
2. Sign the original Application in the Post Installation section and send it to the Energy Efficiency Consultant.
3. Send the Energy Efficiency Consultant all Paid Invoices associated with the project, including both labor and materials.

Post-Installation Verification - An Eversource representative will conduct a post-installation verification of the newly installed equipment to ensure that the installation is consistent with sound engineering practices and the pre-approved application.

Please contact Eversource as soon as the project has been completed to ensure that a post-inspection of the installed measures is scheduled in a timely manner. The incentive payment will be issued once the application is complete, the equipment is installed and operating, and proof of purchase is submitted to Eversource at the above address.

At Eversource, we're committed to delivering great service. Please contact me should you have any questions or if I may be of any further assistance. Thank you and have a great day.



ENERGY EFFICIENCY FINANCIAL INCENTIVE AND RELEASE AGREEMENT

READ THIS AGREEMENT AND MAKE SURE YOU UNDERSTAND IT BEFORE SIGNING IT. THIS AGREEMENT HAS LEGAL FORCE AND EFFECT AND BINDS THOSE WHO SIGN IT.

This Agreement is made and entered as of 8/22/2016 by and between Bay State Gas Company d/b/a Columbia Gas of Massachusetts, 4 Technology Dr. Suite 250, Westborough, MA 01581, hereafter called ("Columbia Gas" or the "Company") and **MEDWAY POLICE STATION** (hereafter called the "Customer"). Customer, subject to the conditions, limitations and provisions of this Agreement and Columbia Gas' currently effective Energy Efficiency ("EE Program"), desires to participate in the EE Program in order to obtain a financial incentive with respect to Customer's installation of certain energy efficiency equipment and/or measures, including **Installation of Energy Management System for the Medway Police Station in compliance with the 2016 Mass Save Custom Application dated 6/21/16 prepared by Prism Energy Services.** (collectively the "Equipment") at Customer's facility located at **315 VILLAGE ST**

MEDWAY, MA 02053. ("Premises"). Columbia Gas, subject to the conditions, limitations and provisions of this Agreement, is willing to provide a financial incentive to Customer under EE Program guidelines. The Customer and the Company, in consideration of the foregoing and the benefits to be derived from this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Customer warrants and represents that it is the owner or lessee of the Premises and that it has absolute authority to make binding commitments relative to any and all work relating (directly or indirectly) to the Equipment (the "Work"). Customer warrants and represents that if it is not the owner of the Premises, the Customer has obtained the owner's written consent with respect to the Equipment and all activities and Work prior to the commencement of any activities and/or Work. Upon Company's request, Customer shall promptly provide written substantiation of such representations and warranties.

Equipment and Work Financial Obligations	
Total Cost	\$ 25,743.00
Eligible Cost	\$ 6,198.00
Columbia Gas Incentive Amount	\$ 3,099.00
Total Customer Cost	\$ 22,644.00

Installation of the Equipment and/or the Work will commence on 9/1/2016, and is scheduled to be completed by 11/30/2016. Customer acknowledges that any changes in the nature, cost, scope or schedule of the Equipment or Work documented in the study referred above, or Customer's failure to comply with the terms of this Agreement or the EE Program may affect Customer's eligibility under the EE Program and reduce or nullify the financial incentive paid or payable under the EE Program. Customer shall promptly notify the Company's EE Manager of any such changes. RW Initial Here

Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgement or indirectly-based on the advice of an independent expert (not Columbia Gas) for all aspects of the Equipment and Work including, but not limited to: selecting the Equipment; selecting contractors to perform the Work; inspecting the Work and Equipment; ensuring that the equipment is in good working order and condition; ensuring that the Equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if the Work was properly performed. Customer agrees and acknowledges that Columbia Gas is not a manufacturer of or regularly engaged in the sale or distribution of or an expert with regard to the Equipment or the Work.

COLUMBIA GAS MAKES NO, AND HAS NOT MADE ANY, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND DOES HEREBY DISCLAIM ANY REPRESENTATION, WARRANTY OR COVENANT AS TO THE DESIGN, INSTALLATION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, DURABILITY OR SUITABILITY OF THE EQUIPMENT (OR ANY INSTALLATION OR INSTALLER THEREOF), OR THE WORK IN ANY RESPECT.

Customer understands that no EE financial incentive will be available before the Company verifies the purchase and installation of the Equipment. Customer acknowledges that it is solely responsible (directly-based on its own judgement or indirectly-based on the advice of an independent expert (not Columbia Gas) for determining that the Equipment and Work comply with all local, state and federal laws, regulations and codes ("Laws"), and for obtaining all necessary on-site Work verification and inspections as may be required by applicable Laws and the EE Program before the EE Program financial incentive will be disbursed. Customer specifically acknowledges that any verification or inspection performed by the Company is only for confirmation of compliance with EE Program administrative guidelines; not for verification of compliance with Laws or manufacturer's Equipment or installation specifications or any other purpose.

Columbia Gas does not endorse, guarantee or warrant the Equipment, Work or any particular contractor, vendor, manufacturer or product. Columbia Gas does not make any representation of any kind regarding the results to be achieved by the Equipment or the adequacy or safety of the Equipment. Customer acknowledges that the calculations of potential energy savings associated with the Equipment are estimates only and are not guaranteed.

In the event of any defect or deficiency of any nature in the Work or Equipment including, but not limited to, its manufacture, design, operation, energy efficiency or installation whether patent or latent, to the fullest extent allowed by law, Columbia Gas shall have no responsibility or liability with respect thereto nor for any damages or claims for lost profits or claims of any nature relating thereto including, without limitation, special, direct, indirect, consequential damages, arising in strict liability, contract, tort or under any other theory of recovery.

Customer and its successors, executors, administrators, and assigns do hereby release and discharge Columbia Gas, its agents, affiliates, and employees from any and all claims, liabilities and actions of any kind, arising directly or indirectly from or otherwise relating to the Equipment, their participation in the EE Program, or from the Work; and they each agree to defend, indemnify and hold harmless Columbia Gas, its agents, affiliates, and employees, from and against any such claim, liability or action.

This Agreement shall be binding on the successors and assigns of the parties hereto. If any of the terms of this Agreement are declared invalid by order of a court, the remaining terms of this Agreement shall not be affected. Any provision conflicting with applicable law will be considered to be modified to comply with the law. Any dispute arising hereunder shall be governed by the law of the Commonwealth of Massachusetts and shall be brought and heard only in a state court located in the Commonwealth of Massachusetts. This Agreement shall only be modified in writing, executed by an officer of Columbia Gas and an authorized representative of the Customer; such writing must specifically reference this Agreement.

COLUMBIA GAS OF MASSACHUSETTS

By: _____
Name: Paul Giguere
Title: Manager, C&I Energy Efficiency Programs
Date: _____

MEDWAY POLICE STATION

By: Robert Weiss
Name: Robert Weiss
Title: Energy Manager
Date: 8-22-2016

Customer Information

Facility Name: MEDWAY POLICE STATION Phone: 508-321-4871
Contact Person: BOB WEISS Fax: 508-376-7053
Facility Address: 315 VILLAGE ST City: MEDWAY Zip 02053
Mailing Address (if different): 155 Village St (Attn: Energy Manager) City: Medway Zip 02053
Electric Account # (or copy of Electric Bill): 2562-784-1007 Gas Account #: 763-712-008 (Columbia)
Contact Email Address: rweiss@townofmedway.org Square Footage of Facility: 5000

Primary Use

Elementary School Middle School High School Water / Wastewater Street Lights Warehouse Multi-family
 Office Other: POLICE STATION

End Use

Lighting HVAC Motor Process Refrigeration Compressed Air
 Drives on HVAC Comprehensive Design Comprehensive Chiller Energy Management System Other _____

Payment Method

Check (Please circle one: Incorporated, Not Incorporated, Exempt) Account Credit
 Check to installer (Must be registered with Eversource) Company name: PRISM ENERGY SERVICES

Vendor Information

Vendor: PRISM ENERGY SERVICES Contact: JERRY GIUSTI Phone: 617-328-9896
Address: 1150 HANCOCK ST SUITE 400, QUINCY, MA 02445 Email Address: JERRYG@PRISMENERGYSERVICES.COM

Financing Option

Total Cost: \$ 71,225.00 Eversource Contribution: \$ 9,585.62 Customer Contribution: \$ 61,639.38

Would you like to finance your portion of the project cost? If so, please note that you will receive a separate monthly bill for your financed portion in addition to your regular monthly electric bill.

- No, I will pay the Contractor directly in full.
 Yes, I would like to finance my portion of the project cost.
 12 months at \$ _____ per month
 _____ months* at \$ _____ per month

Bill to: Electric bill address Mailing address above

*Eversource will finance projects up to 24 months, based on project eligibility and program funding.

Project Description

Provide an energy management system to: stage the boilers based on building demand; automatically alternate new heating hot water pumps; shut off boilers based on outdoor air temperature; setback temperature in unoccupied spaces at night and on weekends; turn off the fan coil units serving unoccupied spaced at night and on weekends.

*We used \$0.25/kWh based on past projects, but it is understood that Eversource will determine the final incentive amount.

Customer Acknowledgement

Expected completion date: Oct 31, 2016

Pre-Installation - I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form.

Signature: [Signature] Name (print): Michael E. Bognton Date: 6/29/16

Post-Installation - I certify that I have seen the ECMs that have been installed and I am satisfied with their installation.

Signature: _____ Name (print): _____ Date: _____

TERMS AND CONDITIONS

- 1. Customer Eligibility.** The Program is available to all non-residential customers in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
- 2. Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay rebates to eligible Customers for the installation of those electric conservation measures ("ECMs") described within this work-sheet and site-specific custom measures that are approved by the Company.
- 3. Program Changes, Suspension & Cancellation.** The Program and these T&Cs may be changed by the Company at any time without notice. Pre-approved applications will be processed to completion under the T&Cs in effect at the time of the pre-approval by the Company. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after the Company has signed a copy of the application and granted pre-approval.
- 4. Customer Application and Analysis.** The Company reserves the right to reject or modify any calculations of energy saving potential of the proposed ECMs, based on the Company's own analysis.
- 5. Pre-Approval and Pre-Installation.** Survey The Company is not bound to pay any rebates unless the Company pre-approves the ECMs proposed by the Customer and completes a satisfactory pre-installation survey of the Customer's facilities. The Company reserves complete discretion to approve or disapprove any proposed ECMs.
- 6. Authorization.** The Company will have no obligation to pay rebates for any ECMs installed prior to the issuance of the Company's written authorization.
- 7. Limited Scope of Review.** Review of design and inspection of installations by the Company is limited solely to determining whether program conditions have been met and shall not constitute an assumption by the Company of any liability with respect to the ECMs.
- 8. Rebate Amounts.** The Company reserves the right to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the Customer differs from the preapproved amounts. The Company shall be entitled to a refund for rebates paid if, at any time, it determines that the ECMs were not actually and properly installed or have subsequently been disconnected.
- 9. Installation Schedule Requirements.** If the Customer has not completed installation of the ECMs within the following time periods, the Company reserves the right, at its complete discretion, to cancel the application: 180 days from the pre-approval date for the Business Solutions and Small Business Solutions programs and 12 months from the pre-approval date for the Construction Solutions Program.
- 10. Vendor Selection.** The Company has the right to exclude a vendor or contractor from participation in this program.
- 11. Post-Installation Verification.** The Company is not bound to pay any rebates until it has performed a satisfactory post-installation verification of the installation, including a verification that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.
- 12. Installation Cost.** Prior to the Company's verification of the Customer's installation and at any other time upon the Company's request, the Customer shall give the Company copies of all itemized invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The Company will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.
- 13. Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.
- 14. Review of Specifications, Submittals and Drawings.** The Customer will provide the Company with a copy of the specifications for the construction of the Facility that will be provided to its construction contractors. Such specifications must include the ECMs. The Company may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by the Company, provide a copy of the as-built drawings and equipment submittals for the Facility. The Company may refuse to pay rebates if the final submittals and drawings do not adequately reflect the installation of the ECMs consistent with the original design intent as identified on the Customer application and worksheets.
- 15. Rebate Payments.** The Company expects to pay the rebate within thirty (30) days after satisfactory post installation verification and verification of installation costs. The Customer may direct that rebates be paid directly to the Customer's contractor. The Customer is solely responsible for declaring and paying all taxes applicable to the benefit derived by the Customer from participation in the program.
- 16. Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's Facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
- 17. Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 18. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 19. Obligations of the Parties.** Customer acknowledges that Vendor is not an agent, contractor or subcontractor of the Company, and is an independent contractor engaged by the Customer, and that the Company does not manage or control the Vendor's performance. The Company shall have no liability for Vendor's failure or delay to perform, or for failure of the ECMs to function, or for any personal injury (including death) or property damage caused by Vendor or the ECMs, and Customer agrees to waive and release all claims related to the foregoing against the Company and its affiliates. The Company shall have no obligation to perform any of the Vendor's work, or to maintain, remove, repair or replace the ECMs.
- 20. Compliance with Laws.** The Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs and agrees to comply with all federal, state and local laws and regulations with regard to installation of ECMs, including, but not limited to, M.G.L.c. 143, § 3L.
- 21. Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
- 22. Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.

For Eversource administrative use only:

Required inspections: Pre-Inspection date: _____ Inspector: _____
 Post Inspection date: _____ Inspector: _____

Approvals: Pre-approval date: _____ Program manager: _____ Pre-approved Incentive: _____
 Final approval date: _____ Program manager: _____ Final Incentive: _____

RETROFIT

2016 Custom Application



ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION.

Indicate Program Administrator for Application: Cape Light Compact Eversource National Grid Unitil

CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME TOWN OF MEDWAY		CONTACT PERSON BOB WEISS		APPLICATION DATE Jun 21, 2016
INSTALL SITE POLICE STATION	PHONE 508-321-4871	FAX NUMBER 508-376-7053		
EMAIL ADDRESS RWEISS@TOWNOFMEDWAY.ORG		SQUARE FEET (COVERED BY THIS APPLICATION) 5,000		
STREET ADDRESS 315 VILLAGE ST	CITY MEDWAY	STATE MA	ZIP 02053	
MAILING ADDRESS (IF DIFFERENT) 155 Village St (Attn: Energy Manager)	CITY Medway	STATE MA	ZIP 02053	
ELECTRIC COMPANY NAME Eversource (Eastern MA)		ELECTRIC ACCOUNT NUMBER 2562-784-1007		
GAS COMPANY NAME Columbia Gas of Massachusetts		GAS ACCOUNT NUMBER 763-712-008		

BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)

<input type="checkbox"/> ASSEMBLY	<input type="checkbox"/> FAST FOOD	<input type="checkbox"/> HOTEL	<input type="checkbox"/> MULTI STORY RETAIL	<input type="checkbox"/> RELIGIOUS	<input type="checkbox"/> SMALL RETAIL
<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> FULL SERVICE RESTAURANT	<input type="checkbox"/> LARGE REFRIGERATED SPACE	<input type="checkbox"/> MULTIFAMILY HIGH-RISE	<input type="checkbox"/> K-12 SCHOOL	<input type="checkbox"/> UNIVERSITY
<input type="checkbox"/> BIG BOX	<input type="checkbox"/> GROCERY	<input type="checkbox"/> LARGE OFFICE	<input type="checkbox"/> MULTIFAMILY LOW-RISE	<input type="checkbox"/> SMALL OFFICE	<input type="checkbox"/> WAREHOUSE
<input type="checkbox"/> COMMUNITY COLLEGE	<input type="checkbox"/> HEAVY INDUSTRIAL	<input type="checkbox"/> LIGHT INDUSTRIAL	<input checked="" type="checkbox"/> OTHER:		
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL	POLICE STATION		

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO: <input type="checkbox"/> CUSTOMER <input checked="" type="checkbox"/> VENDOR/INSTALLER	CUSTOMER - TAX ID# (REQUIRED)	VENDOR/INSTALLER - TAX ID# (REQUIRED IF RECEIVING INCENTIVE) 04-3437153
CHECK PAYABLE TO: PRISM ENERGY SERVICES	CUSTOMER COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input checked="" type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <input checked="" type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT

VENDOR INFORMATION

VENDOR/INSTALLER PRISM ENERGY SERVICES	CONTACT NAME FIDELE MAZIMPAKA		
STREET ADDRESS 1150 HANCOCK ST, 4TH FLOOR	CITY QUINCY	STATE MA	ZIP 02169
PHONE 617-328-9896	EMAIL ADDRESS FIDELEM@PRISMENERGYSERVICES.COM		
DATE Jun 21, 2016	VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE) X		

CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM. **ANTICIPATED COMPLETION DATE**

DATE 6/29/16	PRINT NAME Michael F. Boynton Town Admin.	AUTHORIZED SIGNATURE X Michael F. Boynton
-----------------	--	---

POST-INSTALLATION I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.

DATE	PRINT NAME	AUTHORIZED SIGNATURE X
------	------------	----------------------------------

FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:
PRE-INSPECTION:			
POST INSPECTION:			
APPROVAL	DATE	PROGRAM MANAGER	LABOR \$:
PRE-APPROVED INCENTIVE:			
FINAL INCENTIVE:			MATERIAL \$:

Electric Program Administrators



Cape Light Compact
P.O. Box 427
Barnstable, MA 02630
Tel: 1-800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org

EVERSOURCE

Eastern Massachusetts:
One NSTAR Way, SW360
Westwood, MA 02090
Tel: 1-844-887-1400
www.eversource.com
efficiencyma@eversource.com

Western Massachusetts:
300 Cadwell Drive
Springfield, MA 01104
Tel: 1-844-887-1400
www.eversource.com
efficiencywmass@eversource.com

nationalgrid

HERE WITH YOU. HERE FOR YOU.

National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com



Unitil
285 John Fitch Highway
Fitchburg, MA 01420
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

GAS Program Administrators



A UNIL HOLDINGS COMPANY
Berkshire Gas
Tel: 1-800-944-3212
www.berkshiregas.com
efficiency@berkshiregas.com



Columbia Gas of Massachusetts
Tel: 1-800-232-0120
www.ColumbiaGasMA.com
efficiency@columbiagasma.com

EVERSOURCE

Eversource Energy
Tel: 1-844-887-1400
www.eversource.com
efficiencyma@eversource.com



Liberty Utilities

Liberty Utilities
Tel: 1-508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com

nationalgrid

HERE WITH YOU. HERE FOR YOU.

National Grid
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com



Unitil
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Custom Measure Application Process

1. All applications for incentives under the Custom Application Process require sound documentation of the proposed cost, projected electricity and/or natural gas savings and the related non energy savings.
2. Before starting the application process, check with your Program Administrator to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates.
3. This information will be submitted to Program Administrator's Technical Representative for review and evaluation of potential incentives.
4. The Technical Representative will develop a Minimum Requirements Document which describes the minimum equipment specifications and operational requirements of the proposed system. The Customer will be required to sign this document.
5. After successful review and project approval, the Program Administrator will notify customer in writing of the project approval, the incentive amount and the terms and conditions required to receive final incentive payment.
6. The following is a guide to the level of technical information and documentation that is typically required.

Project Description

- General description of facility, its use and typical operation (include occupancy schedules)
- Overall project description including operating schedules and parameters

Existing Materials and Equipment

- Detailed description of equipment and operations
- Cuts sheets with equipment performance ratings (BHP, CFM, BTU/H, kW, etc.). Provide nameplate data if cut sheets are unavailable
- Part load performance data where applicable
- Description of controls and sequence of operations

Proposed Materials and Equipment

- Detailed description of equipment and operations
- Cuts sheets for the materials or performance ratings for equipment being installed (BHP, CFM, PSI, Efficiency rating, U-value, Lumens, etc)
- Description of controls and sequence of operations

Load Profile

- Equipment hours of operation (operating schedule per day, week, year)
- Provide operating load profiles showing how equipment load and operating parameters vary over time due to changes in: occupancy, weather, production, etc.
- Where there are existing systems involved, metering kW and kWh of major equipment loads is recommended. If metered information is not available, provide other documentation used to estimate loads and operating hours.

Savings Calculations

- Show calculations used to determine electricity and/or natural gas savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas (spreadsheet preferred)
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

See Table 1E and Table 1G on page 4 for the specific details of the data required.

The following form may be filled out for preliminary project submittal and review, but a final Custom Project information package must also be submitted in electronic format. Contact a Program Administrator's Technical Representative for details.

Proposed Equipment Specification (Facility Detail)

BUILDING, ROOM AND EQUIPMENT IDENTIFICATION (Installation Site) _____

DESCRIPTION OF PROJECT

Provide an energy management system to: stage the boilers based on building demand; automatically alternate new heating hot water pumps; shut off boilers based on outdoor air temperature; setback temperature in unoccupied spaces at night and on weekends; turn off the fan coil units serving unoccupied spaced at night and on weekends.

Existing System: Measure Description
(8) 825 CFM fan coil units running 24/7 for 24 weeks of heating and 23 weeks of cooling, fans running 8,760 (2) 1.5 HP hot water pumps running 24/7 for 23 weeks. Alternating operation.

Proposed System: Measure Description
Install DDC controls for 8 Fan Coil units System controls to include fan start/stop, fan speed, discharge air temperature, heating/cooling valve control, and space temperature
Install DDC control for two boilers and 2 associated HW pumps System controls to include boiler start/stop, boiler alarm, supply and return water temperature HW pump start/stop and HW pump status.
Install space temperature sensor and wire valve actuator to nearest FCU controller

Manufacturer Incentives, Manufacturer Discounts, Taxes, and/or Salvage Values

INTERNAL USE ONLY:
MEASURE CODE _____ MEASURE DESCRIPTION _____

Important VSD Information

VSDs can be sensitive to over-voltages that occur when power factor correcting capacitor banks on the utility power system are switched on. To qualify for an incentive payment, each VSD must include a series reactor (inductor, choke) in its AC input connections. Your VSD supplier should assist in the sizing of the reactor. Minimum recommendation is a 3% impedance reactor, based on the horsepower of the VSD to be installed.

In some instances your supplier may find it necessary to install 5% reactors and, rarely, additional filtering devices to meet acceptable current and voltage harmonic distortion requirements.

If your power factor is less than 0.8 (80%), we recommend that you consider power factor correction concurrent with the installation of drives.

The use of VSDs which incorporate pulse width modulation (PWM) may produce over-voltages which may cause premature failure of AC induction motors not rated for use with an inverter. We recommend that when installing PWM drives, you consider utilizing inverter rated motors.

Table 1E: Electric Energy (kWh) and Demand (kW) Reduction

Please provide the total Electric Energy (kWh) and Demand (kW) reduction that occurs during the time periods listed below.

	kWh				Total Percent Energy Savings on Peak***	
	Summer		Winter			%
Peak Energy		kWh		kWh		
Off-Peak Energy		kWh		kWh		
Total Estimated Annual kWh Savings**						kWh

	kW				
	June	July	August	December	January
Average Peak*					

Estimated Savings with Calculations: Provide Calculations that show the following:

1. First Year kWh savings (annual)
2. Winter Peak Energy kWh: 7AM – 11PM, weekdays except holidays, October to May
3. Winter Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, October to May
4. Summer Peak Energy kWh savings: 7AM – 11PM, weekdays except holidays, June to September
5. Summer Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, June to September
6. Summer Average Demand kW reduction: 1PM – 5 PM, weekdays except holidays, June to August
7. Winter Average Demand kW reduction: 5PM – 7 PM, weekdays except holidays, December and January

* **Average Peak kW:**

Example: Assume the demand savings is 10 kW whenever a plant is in operation and the plant shuts down at 6pm, then the average demand reduction in winter is 5 kW (10 kW ÷ 2 hours = 5 kW)

** **Total Estimated Annual kWh Savings:** The sum of all the Summer and Winter Peak and Off-Peak kWh Savings

*** **Total Percent Energy Savings on Peak:** The sum of the Summer and Winter Peak kWh divided by the Total Annual kWh Savings

Table 1G: Gas Energy (Therm) Reduction

Annual Gas Savings Inputs (Therms)			
Heating (Seasonal)	Process / Hot Water (Non-Heating)	Other (Year Round)	Total
1,805			1,805

Cost Estimates

Provide back-up documentation for all material and labor costs, broken down by major pieces of equipment and project components. Sales tax may not be included. Adjust for salvage/resale value of equipment being replaced. Enter summarized costs in the table below.

Table 2: Cost Estimates

Measure	Cost (\$)
Estimated Material Cost	\$10,297.00
Estimated Labor Cost	\$15,446.00
Estimated Total Cost	\$25,743.00

Non-Energy Benefits and Effects

Installing the proposed measure may result in significant savings or possibly increased costs for the owner beyond electric and natural gas savings. Examples include water, sewer, fossil fuel and labor costs. These costs are to be assessed and quantified in the support documentation. These effects are to be combined and reported in the categories provided in Table 3.

Table 3: Other Benefits Summary

Non-Electric, Non-Gas Benefits					
Oil (MMBtu)	Propane (MMBtu)	Water (Gallons)	Sewer (Gallons)	Annual O&M / Labor / Materials (\$)	Other One-Time (\$)

Minimum Requirements Document

Energy Conservation Measures

APPLICATION # _____

CUSTOMER NAME _____

This form is to be completed by a Program Administrator's Technical Representative or designated Technical Assistance Contractor to specify herein minimum equipment and operational requirements of the proposed system. This requirements document shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance. Use additional sheets, if necessary. These requirements must be met before the Company's incentives are paid.

Equipment Requirements: Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, BTU/H or thermal efficiency rating, etc. Post-Installation Inspection Record (Check one) OK Not OK

Operational Sequences Requirements: Provide a description of equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.) or any other operating parameters to obtain the estimated energy savings. Post-Installation Inspection Record (Check one) OK Not OK

Documentation: List any written documentation that should be required to verify, operate or maintain the equipment being installed or controlled. This information may include equipment specification sheets, test reports, construction drawings, sequences of operation, etc. Post-Installation Inspection Record (Check one) OK Not OK

Other Requirements Or Comments: Describe any requirements for demolition, removal, or decommissioning of existing equipment. Post-Installation Inspection Record (Check one) OK Not OK

The pre-approved incentive is subject to the Company's post-installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation as the change in design and operation may impact the incentive.

TECHNICAL REPRESENTATIVE _____

DATE _____

CUSTOMER SIGNATURE _____

DATE _____

1. Incentives

Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Customer" means the customer maintaining an account for service with the Program Administrator, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- (b) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
- (c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- (d) "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (e) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (f) "Program Administrator" means Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or Eversource Energy, or National Grid, or Liberty Utilities, or Unitil, as applicable.
- (g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement For Program Administrator Approval

- (a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- (b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- (c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
- (d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- (e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification

The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection

The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

7. Incentive Amounts

- (a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
- (b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
- (c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEMs are located. In addition, Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

8. Equipment and Installation

Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

11. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

12. Maintenance of EEMs

Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Third Party Financing

Pre-approved custom projects are eligible for financing by a Third Party Lender through your Program Administrator. (1) Lender to qualify customer. (2) Invoicing monthly payment will be administered by 3rd Party Lender. (3) Interest rate on 3rd party loans is set at prime plus 100 basis points with a 6.25% minimum rate. (4) Scheduled interest payments on the loan will be pre-paid by the Program Administrator in lieu of a portion of the incentive or rebate.

15. Publicity of Customer Participation

The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM project and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

16. Indemnification and Limitation of the Program Administrator's Liability

Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

17. No Warranties or Representations by the Program Administrator

- (a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS; LICENSORS; OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE Program Administrator AND THE Program Administrator MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY Program Administrator's OTHER DOCUMENTS.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

18. Equipment, Contractor Selection and Contracting

Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

19. Removal of Equipment

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

20. Energy Benefits

Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

21. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

22. Counterpart Execution; Scanned Copy.

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

23. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

EXHIBIT C

**BASELINE ENERGY USAGE OVERVIEW, ECM SAVINGS OVERVIEW, AND ECM COST
AND RETURN ON INVESTMENT ANALYSIS**

486076/9001/0071

Cost and Savings Summary

POLICE STATION							
Address: 315 Village Street, Bridgewater MA	Electric Savings (kWh)	Thermal Savings	Energy Cost Savings	Total Project Cost	Utility Incentives (\$)	Total Out of Pocket Cost (\$)	Payback
Energy Management System	38,342	1,805	\$7,507	\$96,968	\$9,473	\$87,495	11.7
Total	38,342	1,805	\$7,507	\$96,968	\$9,473	\$87,495	11.7

*All incentives are estimated based on \$0.20/kWh and \$1.00 / Therm saved and subject to Eversource and Columbia Gas approval once applications are processed.



Town of Medway, Massachusetts 02053

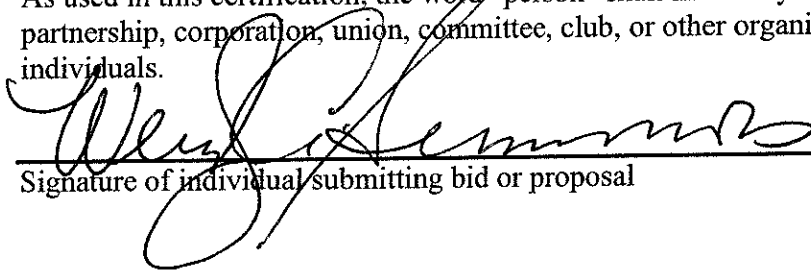
CERTIFICATE OF NON-COLLUSION

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.



Signature of individual submitting bid or proposal

Prism Consulting Inc, dba Prism Energy Services

Name of Business (please type or print)

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.

Individual

Signature	Date
-----------	------

Name (please print or type)	Social Security Number
-----------------------------	------------------------

Corporate

Prism Consulting Inc, dba/Prism Energy Services
Corporate Name (please print or type)

	9/13/16
Signature of Corporate Officer	Date

Wendy A Simmons	President
Name of Corporate Officer (please print or type)	Title

04-3437153
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

At a duly authorized meeting of the Board of Directors of the
Prism Consulting Inc,
dba Prism Energy Services held on 12/25/2015 it
(Name of Corporation) (Date)

Was voted that:

Wendy A. Simmons President
(Name) (Officer)

Of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such President under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:

TITLE: President

PLACE OF BUSINESS: 1150 Hancock St Ste 400

Quincy, MA 02169

DATE OF THIS CONTRACT: _____

I hereby certify that I am the clerk of the Prism Consulting Incm dba Prism Energy Services
(Name of Corporation)

And that Wendy A Simmons is duly elected President
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Wendy A Simmons
(CLERK)

CORPORATE SEAL:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2016

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).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select Department		
	PHONE (A/C No. Ext): (800) 333-7234 X66807	FAX (A/C No): (781) 586-8244	
E-MAIL ADDRESS: selectwork@easterninsurance.com			
INSURED Prism Consulting, Inc. Prism Energy Services 1150 Hancock St. Quincy MA 02169	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company		11000
	INSURER B: Hartford Accident & Indemnity		22357
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER** Master 15-16 **REVISION NUMBER:**

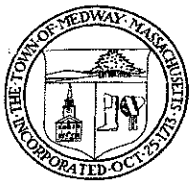
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			08SBAZV7475	12/4/2015	12/4/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			08UECAY1253	12/4/2015	12/4/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		08SBAZV7475	12/4/2015	12/4/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	08WECLI0898	12/4/2015	12/4/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LIGHTING CONSULTANT, ENERGY AUDITS AND SALES OF LIGHTING PRODUCTS.

 Town of Medway are included as an additional insured with regards to General Liability when required by written contract or agreement.

CERTIFICATE HOLDER Town of Medway Police Station 315 Village Street Medway, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/PKG



Town of Medway
155 VILLAGE STREET
MEDWAY, MASSACHUSETTS 02053

SOLE SOURCE JUSTIFICATION

DATE: Sept 26, 2016

DEPARTMENT: Energy Manager

SIGNATURE: Robert G Weiss

DESCRIPTION:

The installation of an Energy Management System for the heating and cooling systems in the Medway Police Station headquarters.

VENDOR NAME & ADDRESS:

Prism Energy Services
1150 Hancock St
Quincy, MA 02169

AMOUNT: \$84,382.50

JUSTIFICATION:

MGL Section 14 of Chapter 25A (Division of Energy Services) of Title II Part I:

Section 14. (a) A state agency, building authority or local governmental body may contract for energy conservation projects that have a total project cost of \$100,000 or less, directly and without further solicitation, with electric and gas utilities, their subcontractors and other providers of such energy conservation projects authorized under sections 19 and 21 of chapter 25 and section 11G.

(b) For purposes of this section, "total project cost" shall mean all construction costs of an energy conservation project, whether borne by the utility, agency, authority or body including, without limitation, the costs associated with equipment purchase and installation of such equipment. Ancillary services provided at no cost by utilities, such as auditing and design, shall not be considered part of project cost.

(c) A state agency, building authority or local governmental body may pay for such energy conservation projects through additions to their monthly utility bills.

(d) Sections 44A to 44M, inclusive, of chapter 149 and section 39M of chapter 30 shall not apply to contracts entered into under this section.

AGENDA

ITEM #4

(7:45 PM) Public Hearing – Retail Liquor License Request – TC Scoops

Associated backup materials attached:

- Application for License

Note: All necessary documentation has been received from the applicant. Abutters have been notified and a public hearing notice was posted in the Milford Daily News within the appropriate time frame.

Proposed Motions:

1. I move that the Board open the public hearing on TC Scoops retail liquor license request.
2. I move that the Board close the hearing.
3. I move that the Board approve the retail wine & malt liquor license request for TC Scoops.

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) :

C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises:

City/Town:

State:

Zip:

F. Business Phone:

G. Cell Phone:

H. Email:

I. Website:

J. Mailing address (if different from E.):

City/Town:

State:

Zip:

2. TRANSACTION:

- New License New Officer/Director Transfer of Stock Issuance of Stock Pledge of Stock
 Transfer of License New Stockholder Management/Operating Agreement Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual (6) Day to (7)-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant §12 Hotel §12 Club §12 Veterans Club §12 Continuing Care Retirement Community
 §12 General On-Premises §12 Tavern (No Sundays) §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages Wines & Malt Beverages Wines Malt
 Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: M Christina Chemini

ADDRESS: 104 Main Street

CITY/TOWN: Medway STATE: MA ZIP CODE: 02053

CONTACT PHONE NUMBER: [REDACTED] FAX NUMBER: [REDACTED]

EMAIL: [REDACTED]

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

One story space in existing strip mall, 2400 square feet

Total Square Footage: 2400 Number of Entrances: 2 Number of Exits: 2

Occupancy Number: 96 Seating Capacity: 95

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises. Other: [REDACTED]

Landlord is a(n): Corporation Other: [REDACTED]

Name: Medway Realty Phone: [REDACTED]

Address: 63 Atlantic Avenue City/Town: Boston State: MA Zip: 02110

Initial Lease Term: Beginning Date 01/01/2016 Ending Date 12/31/2020

Renewal Term: 5 years Options/Extensions at: 5 Years Each

Rent: [REDACTED] Per Year Rent: [REDACTED] Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales? Yes No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

05/01/2011

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes No **10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (4):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
M Christina Chemini	Owner, Manager	100	None

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No

2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No

3. Is the License Manager a U.S. Citizen? Yes No

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

1. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No

2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

1. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

G: TOTAL COST

H. TOTAL CASH

I. TOTAL AMOUNT FINANCED

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Part of operating budget

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

Current store location is 100 Main Street, Medway. Store is moving to 104 Main Street and we will be adding gourmet hot dogs to our menu. The addition of beer and wine would complement this addition.

21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
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APPLICANT INFORMATION

LAST NAME:	<input type="text" value="Chemini"/>	FIRST NAME:	<input type="text" value="Mary"/>	MIDDLE NAME:	<input type="text" value="Christina"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text" value="Call"/>	PLACE OF BIRTH:	<input type="text" value="Somerville, MA"/>		
DATE OF BIRTH:	<input type="text" value="01/15/1980"/>	SSN:	<input type="text" value="[REDACTED]"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text" value="[REDACTED]"/>	DRIVER'S LICENSE #:	<input type="text" value="[REDACTED]"/>	STATE LIC. ISSUED:	<input type="text" value="Massachusetts"/>
GENDER:	<input type="text" value="Female"/>				
CURRENT ADDRESS:	<input type="text" value="[REDACTED]"/>				
CITY/TOWN:	<input type="text" value="[REDACTED]"/>				
FORMER ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text"/>	ZIP:	<input type="text"/>

PRINT AND SIGN

PRINTED NAME:	<input type="text" value="M Christina Chemini"/>	APPLICANT/EMPLOYEE SIGNATURE:	<input type="text" value="M. Chemini"/>
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NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4814.





The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) \$15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license?

Yes No

1. If yes, to whom:

2. Amount of Loan:

3. Interest Rate:

4. Length of Note:

APPLICANT'S STATEMENT

I, M Christina Chemini the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of T.C. Scoops LLC, hereby submit this application for Beer and Wine license
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: M. Chemini

Date: 9-15-16

Title: Owner



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

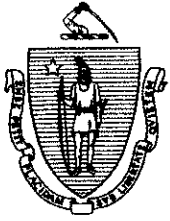
C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. List your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (If existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town

E. Social Security Number

G. Place of Employment

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

Title (If Corporation/LLC Representative)

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the

Date

I, hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at:

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If there are none, please so state:

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts/return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: _____

Written: _____

Date:

Notary Public: _____

My Commission Expires: _____

Please Attach Advertisement and Receipts

Additional Space

Please note which question you are using this space for.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for students to write their answers to the questions.

AGENDA

ITEM #5

**Consideration of Appointment – Community
Preservation Committee – At Large Member
(1 Position)**

Tom Emero, Debi Rossi, Dayna Gill, Rori Stumpf

Associated backup materials attached:

- Letters of Interest
- Resumes

Thomas D. Emero, Esq
82 Village Street
Medway, MA 02053

[REDACTED]
Office (508)321-1181
[REDACTED]

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

September 22, 2016

Re: Community Preservation Committee open position

Dear Administrator Boynton:

Please accept this letter and attached resume as a statement of interest in the open position on the Medway Community Preservation Committee.

I am 52 years old and have lived in Medway since 2002. I have raised my 14-year-old son and 21-year-old daughter here and am proud of the Medway Community. I have been a Board Member for Medway Youth Baseball for several years and President for the last two. I have previously served on the Glenburn Maine Planning Board and on the Board of Appeals. I come to community service with no agenda and a genuine desire to give back to the community.


In addition to the above mentioned community service, I have had a diverse business career ranging from attorney to power plant developer and several other positions along the way. I have a diverse skillset, have worked with people from many occupations, and believe that I am well suited to be a valuable member of the Medway Community Preservation Committee.

Sincerely

Thomas Emero, Esq

THOMAS D. EMERO, Esq

82 Village Street
Medway, MA. 02053



PROFESSIONAL:

Innovative Power Solutions, LLC (IPS), Medway, Massachusetts, January, 2014 – Present
Director of IPS, a firm formed for developing gas fired power generation projects for itself and as consultants for others.

- Consultant for Northville Holding Corp. Prepared response to LIPA RFP.
- Consultant for Bechtel Development Company proposed and managed the market analysis and conducted the subsequent search for and found two excellent sites for large gas fired electrical generation facilities in PJM.

Renewable Energy Development, LLC (RED), Medway, Massachusetts, June 2008 – 2014
President of RED, a firm which specializes in the development of power generation projects for itself and as consultants for others.

- Owner of RED, responsible for the day to day operations of the company as well as marketing and client development, project identification and development, all contractual matters, document drafting document review and due diligence.
- Consultant for HESS participated in the negotiations and drafting of the Turbine Purchase Agreement with GE, wrote bid scope, bidder's instructions, EPC Scope of Work and Commercial Terms and all the attachments for the 655MW HESS NEC Project in Newark, NJ.
- Managed the bid process, supported the development of the specifications, and negotiated the terms and the Scope of Work for a +\$60 million dollar subsurface transmission line for the 655MW HESS NEC Project in Newark, NJ.
- Responsible for entire bid process for nine separate large equipment purchases and construction of the Gas Metering Station and offsite utilities for the 655MW HESS NEC Project in Newark, NJ.
- Consultant for Parsons Brinckerhoff (PB Power) of Boston. Supported the development of the EPC Technical Specifications for an EPC Contract for a 655MW two on one combined cycle for HESS in Newark, NJ.
- RED owns 2/3 of Beaver Wood Energy, LLC that is actively developing a 30MW biomass fueled power generation facilities with integrated 110,000 ton/year wood pellet manufacturing facility and 10-acre greenhouse located in Fair Haven Vermont. RED is responsible for all of the design, development and permitting of these two facilities.
- RED is also in the business of developing wood pellet manufacturing facilities and is the owner of certain proprietary information regarding the integration of these facilities with wood-fired power generation facilities.
- RED has provided consulting services for several developers of power generation facilities in the east including, Ze-gen, Madera Energy/Pioneer Renewable Energy, Clean Power Development, Marwood, Duke/Adage and J. Cashman.

GenPower Services, LLC (GenPower), Needham, Massachusetts, June 2001 – May, 2008
General Counsel for GenPower, a developer of coal, gas, hydro and biomass fired power plants with numerous subsidiary entities and approximately 50 employees.

- Performed combined role of General Counsel and Director of Renewable Energy Projects (Sept 2005 - May 2007).

- Responsible for managing the development of numerous renewable energy projects in various stages of development in six states and Canada.
- Negotiate and draft numerous legal documents including asset purchase agreements, joint development agreements, consulting services agreements, term sheets, turn key construction contracts (EPC), purchase orders, confidentiality agreements, and letter agreements.
- Manage the work performed by project managers and numerous outside counsel including due diligence evaluation of acquisitions, matters concerning political, legislative and permitting activities, local property and easement purchases, zoning changes, water and wastewater purchase agreements, wastewater discharge agreements, local ordinance amendments, title work, as well as the work performed by environmental consultants.
- Perform Administrative Law function including negotiation of interconnection agreements with local utilities and representation before FERC.
- Manage certain day to day affairs of the business including drafting and administering employee handbook, management of support staff, employee personnel matters, 401K program, maintain the corporate records, office building reconstruction, lease agreement and filing system.

Alternative Energy, Inc. ("AEI"), Bangor, Maine, September 1993 – June 2001

General Counsel for AEI, an owner and operator of 4 wood-fired power plants with 14 subsidiary corporations and 4 limited partnerships employing over 90 employees and owning over \$200 million in assets.

- Negotiated and prepared the documentation for the sale of three operating power plants for \$40 million dollars.
- Negotiated power purchase agreement buyouts, lease termination agreements, and numerous other significant transactions some with values of \$109 million dollars, \$80 million, and \$10 million.
- Negotiated and prepared all agreements and contracts for AEI and all related entities including asset purchase agreements, corporate buyout agreements, power purchase agreements, financing agreements, environmental permits, Federal Energy Regulatory Commission filings and Department of Energy filings.
- Managed all litigation and negotiated all settlements of disputes involving AEI and its affiliates which included disputes between partners, legal malpractice, construction contracts, Maine sales and use tax, property tax, federal income tax, OSHA violations, state and federal environmental permit violations, personal injury, property damage and breach of contract claims and personnel matters.

Developed /Built Projects

- Beaver Livermore Falls, 39 MW Biomass Plant in Livermore Falls Maine, 1989 – Completed development, member of construction management team for Owner, Alternative Energy.
- Beaver Ashland, 39 MW Biomass Plant in Ashland Maine, 1991- Completed development, member of construction management team for Owner, Alternative Energy.
- Beaver Cadillac, 39 MW Biomass Plant in Cadillac Michigan, 1992- Completed development, member of construction management team for Owner, Alternative Energy.
- GenPower Dell, a 600MW CCGT project in Dell Arkansas, 2001- Member of management team for development, engineering and permits and provided Owners Engineering.

- GenPower McAdams, a 600 MW CCGT project in McAdams Mississippi, 2001 - Member of management team for development , engineering and permits and provided Owners Engineering.
- PSNH Northern Wood Project, a conversion from coal to biomass on a 50MW unit, 2005- Advised and provided development services for Owner and provided Owners Engineering Services.
- Longview Power, a 700MW coal fired plant in West Virginia, 2007- Member of management team for development, engineering and permitting and provided Owners engineering.
- Hess Energy Center, a 700 MW CCGT project in Newark NJ. Supported development, engineering, work scopes, contracts and permits for Owner.

Rudman & Winchell, LLC, Bangor, Maine, September 1990 – September 1993
Associate in the general practice of law and environmental law.

- Represented corporations in complex purchase and sale of assets, prepared and negotiated numerous types of contracts including purchase and sale, construction, employment, and franchise.
- Responsible for the negotiation and resolution of numerous civil, criminal, contractual, corporate, environmental and employment disputes.
- Responsible for the negotiation and resolution of Federal and State environmental contamination cases including Superfund matters involving hazardous wastes and petroleum products.
- Negotiated and administered cleanup contracts with environmental cleanup consultants.

EDUCATION:

Vermont Law School, South Royalton, Vermont, September 1988 – May 1990
Juris Doctor – Cum laude, Top 12% of class (18/142)

Vermont Law School, South Royalton, Vermont, September 1988 – May 1990
Master of Studies in Environmental Law – Cum laude

Southwestern University School of Law, Los Angeles, CA, June 1987 – May 1988, SCALE Program

Fairfield University, Fairfield, CT, September 1982 – May 1986
B.A. English, minors in Economics and Philosophy, Deans List

Cheverus High School, Portland, Maine, 1986 Magna Cum laude

BUSINESS: Owner: Garland Street Laundry, Inc., and Emero Enterprises

PERSONAL: Interests include Medway Youth Baseball President, community service, coaching real estate development, construction and remodeling, politics, literature, movies, golf, skiing, boating. Licensed Massachusetts Contractor.

REFERENCES AVAILABLE UPON REQUEST

Sent: Friday, September 09, 2016 8:32 AM
To: Michael Boynton
Subject: [Town of Medway MA] CPC

Hello mboynton,

Debi Rossi [REDACTED] has sent you a message via your contact form (<http://www.townofmedway.org/user/161/contact>) at Town of Medway MA.

If you don't want to receive such e-mails, you can change your settings at <http://www.townofmedway.org/user/161/edit>.

Message:

Hello Michael,

I am sending this message, along with my resume, and ask to be considered for the opening on the Community Preservation Committee.

Please let me know if you need any other information from me.

Regards,
Debi Rossi

Summary Statement

Experienced professional with a successful career in performance measurement and analysis. Possess excellent interpersonal, analytical and organizational skills to add value to investment management process. Self-motivated and works well independently.

Professional Profile

- Industry involvement
- Software solution and implementation
- Attribution Analysis
- Training Sessions
- GIPS Compliance
- Client-centric solutions
- Confidential projects
- Departmental Liaison
- Client Reporting
- Departmental Cost Analysis
- Resolve discrepancies
- Project Manager

Professional Experience

Kyza Performance Consulting, Medway, MA

2012 - present

President

Provide solutions and investment performance analysis to investment managers, vendors, consultants, verifiers.

- Provide guidance and advice to firms to comply with GIPS standards. Making recommendations from Policies & Procedures documentation to system considerations to maintain GIPS Compliance.
- Provide advice and counsel to software vendors to provide user perspective and current trends in industry.
- Provide troubleshooting and aligning exports/imports between accounting systems to performance measurement systems.
- Design/create and provide guidance on client reports. Provide insight on current industry trends and best practice.
- Review, back-test and generate returns for variety of investment vehicles – isolate discrepancies and resolve issues

The Spaulding Group, Somerset, NJ

2014 – present

Senior Verifier

- Provide GIPS verification services

Princeton Financial, Princeton, NJ

2012 – 2016

Consultant

- Software implementation and report creation for sovereign wealth fund.

Turner Investments, Berwyn, PA

1993 - 2012

Principal, Senior Performance Specialist

Director of Performance Reporting

Established investment performance department to provide accurate, timely and industry-compliant returns and analysis to internal and external clients of investment management firm.

- Researched, Selected and Implemented Performance Measurement Software System, to meet growing needs of investment management firm. Worked with Portfolio Managers, Operations, IT, Client Service, Marketing, outside consultants and performance team to provide smooth transition to new system.
- Collaborated with Operations to convert all historical data to new system and establish protocols to maintain accurate data going forward between all systems.

- Provided internal training for all users, including specialized sessions to address unique departmental usage. Sessions included hands-on training, as well as written documentation.
- Actively participate as speaker and attendee in industry conferences, committees and forums
- Coordinate annual GIPS Compliance Reviews with external auditor. Create and maintain policy and procedure documentation to comply with standards.
- Managed Performance Reporting Team for over 10 years with no turnover in personnel
- Create, Design and prepare various reports to meet client requirements on a regular and ad-hoc basis
- Collaborate with marketing and client service to manage workflow and meet expected deadlines on continuous basis
- Investigate returns outside of reasonable and acceptable range, engage operations and determine best course of action to rectify and document analysis.
- Work confidentially with CFO and COO to manage and track security-level data for portfolio managers' and analysts' scorecards
- Built various reports to analyze impact of investment management decision making.

Education and Professional Development

CIPM (Certificate in Investment Performance Measurement)
Bachelor of Arts Psychology, Temple University - Philadelphia, PA

Memberships

CIPM Advisory Council
Member 2010 - 2016
Chair 2015 - 2016

Performance Measurement Forum
Member 2002 - 2012

CFA Institute
Affiliate Member 1997 - present

BSAS (Boston Security Analysts Society)
Member 1997 - present

CIPM Association
Member 2007 - present

US IPC
Committee Member (2006 - 2011)

Journal of Performance Measurement Advisory
Board 2008 - present
2011 Award for Top Reviewer

Community Involvement

St. Joseph's Parish
Religious Education (CCD) Teacher
(2005 - Present)

Medway Pop Warner
Treasurer/Executive Board (2009- 2016)
Board Member (2008 - 2016)
Cheer Coach (2008 - present)

Medway Youth Lacrosse
Board Member/Registrar
(2011 - present)

Medway Gridiron
Member (2012 - 2014)

Allison Potter

From: Dayna Gill <[REDACTED]>
Sent: Wednesday, September 14, 2016 12:03 PM
To: Board of Selectmen
Cc: Allison Potter
Subject: Community Preservation Committee Letter of Interest

Good afternoon,

I am writing to express my interest in joining the Town of Medway Community Preservation Committee. I am excited by the opportunity to volunteer for this important committee and help ensure that Medway continues to be a great place to live.

I have lived in Medway for just over a year, but I grew up in Franklin. With my local upbringing, I am very interested in helping to develop and preserve our community. My husband and I are looking to start a family and establish roots in Medway, and I can't think of a better way than by volunteering my time to help local government.

Previous to living in Medway, I served on the Town of Franklin Conservation Commission. During that time, I learned a great deal about how to balance environmental preservation with economic opportunities. Our commission had the duty to protect the wetlands and open space, while also considering the needs of developers and landowners. We always tried to work well with both groups and do our best for the long-term interests of the town.

I believe my skills and experience make me well-suited to this role, and I look forward to meeting other engaged members of the community and helping them improve our town. Thank you for considering me for this role.

Sincerely,
Dayna Gill

Dayna Gill
daynaq19@gmail.com
508-958-6701

Dayna Gill

VOLUNTEER EXPERIENCE

Conservation Commission, Franklin, MA
September 2013 – August 2014

Member

- Attended biweekly public hearings to review ongoing projects within the Town of Franklin
- Administered the State's Wetlands Protection Act and the Town's Wetlands Protection By-Law
- Gained familiarity with public meeting procedures
- Visited project sites to observe potential natural resources
- Attended MACC Annual Environmental Conference

PROFESSIONAL EXPERIENCE

Gill Engineering Associates, Inc., Needham, MA
March 2010 – Present

Business Operations Manager, Office Manager

- Oversee project management practices of company; provide training to project managers and meet weekly to discuss project status; help track project budgets
- Maintain financial and accounting records; participate in company financial forecasting; prepare client invoices
- Responsible for Human Resource practices, including keeping updated policies and procedures, organizing insurance benefits
- Develop proposals for qualifications in response to advertised contracts; maintain GEA Website

Anthropologie, Boston, MA
August 2010– February 2011

Assistant Store Manager

- Oversaw all managers and sales associates within the store, ensuring that the highest level of customer service and operational and visual standards were upheld
- Conducted weekly meetings to offer feedback and discuss growth opportunities with management team
- Wrote staff schedule in accordance with financial goals and budget, keeping customer service and staff development in mind
- Managed manpower and hiring through weekly interviewing workshops and monthly new hire orientations
- Successfully supported three store openings in the district, including staff training

Anthropologie, Boston, MA
August 2007 – March 2010

Receiving Manager, Assistant Department Manager, Senior Customer Associate

- Part of management team that led store to surpass its sales goals for two quarters
- Helped reduced shrink percentage from fiscal year 2009 to 2010 through increasing staff awareness of loss prevention, strategic product placement, and thorough training activities for staff and management team
- Accepted and processed shipment, consisting of 30-150 boxes, in timely manner to ensure new products and reshipments arrived on the selling floor as soon as possible

EDUCATION

Boston University, Boston, MA
B.S. Communications, May 2009
Concentration in Advertising

COMPUTER SKILLS

- *Software:* Microsoft Office, Adobe Photoshop, Illustrator, InDesign, QuickBooks, Quicken, Deltek/Axium Ajera, Trimble Sketchup

30 Broken Tree Rd.
Medway, MA 02053

Medway Town Hall
155 Village Street
Medway, MA 02053

To The Board of Selectmen:

RE: APPLICATION TO SERVE ON COMMUNITY PRESERVATION COMMITTEE

I hereby apply to serve the Town of Medway on the Community Preservation Committee.

My wife and I have lived in Medway for over 14 years. We have a young daughter and we use Medway's playgrounds and sports fields frequently. My daughter plays soccer at Oakland too, and we are looking forward to many years of sports and recreational activities in Medway. I think it's important to include parents with younger kids on the CPC, that will be able to serve while their kids are growing up.

I also serve as an Associate Member on the Zoning Board of Appeals, and recently signed up as an Assistant Soccer Coach.


As a cyclist (and occasional runner) I use the connection to the Holliston Rail Trail through Idylbrook and the trails behind Choate. Therefore, I think that I have an appreciation of how beneficial open spaces and recreational facilities are to Medway.

I share the CPC's view to allocate CPA funds wisely and in close collaboration with the relevant boards and committees throughout Medway. I also believe that CPA investments should ideally extend to future generations so that the effects of taxpayer funds are ongoing and cumulative.

Having spent a little time on the Zoning Board, I am aware that in town business it is important to keep an open mind, ask the right questions and be willing to listen and appreciate all points of view.

For these reasons, I sincerely hope that you will consider my willingness to serve on the CPC. ZBA Meetings are held on Wed nights, so I will be able to attend CPC meetings without conflict.

Sincerely,



Rod D. Stumpf

1/20/16

RORI STUMPF

2015-10-28 10:28:15 - Google Docs

Summary

Experienced software professional with entrepreneurial experience and over 15 years technical experience in startup and large scale enterprise environments, seeking a challenging opportunity to build interesting platforms as part of a results driven team. Proven ability to stay current and harness new technologies quickly and effectively.

Skills

Technology

Java, Spring, Hibernate, Javascript, JQuery, HTML, CSS, Apache, Nginx, Tomcat, Linux, RabbitMQ, GWT, MySQL, PostgreSQL, Bootstrap, C#, Twilio, WordPress

Platforms

Google App Engine/Java, Linux on AWS, Digital Ocean.

Version Control

Git, Svn.

Development Tools

Eclipse, Visual Studio.

Experience

SIMPLE SMART MARKETING, Owner, Marketer & Developer Medway, MA (May 2007 - Present)

- Top 5% Certified Google Advertising Professional & Google Partner
- Designed, developed & maintained web apps to manage campaign data & generate custom reports using Tomcat, Java, BIRT
- Designed, developed & maintained a call tracking system using Google App Engine/Java, GWT, Twilio, Javascript
- Create, manage, optimize Google AdWords and Microsoft AdCenter pay per click campaigns
- Assist customers with technical aspects of their websites related to marketing & visitor tracking

CONTRACT POSITION, Back End Developer Boston, MA (October 2014 - March 2015)

- Designed & developed a relational database from user interface wireframes with PostgreSQL
- Developed a REST interface for an AngularJS front end using Spring/JHipster & Hibernate
- Developed a user initiated OAuth2 authorization flow to process data from various 3rd party API's (e.g. Google, GitHub)

EXPLOSURE VIDEOS, Co-Founder & CTO Hopkinton, MA (August 2012 - December 2014)

- Co-founded a startup to auto-generate real estate market report videos for realtors
- Bootstrapped the company and realized a profit after 1 year
- Architected and developed a full stack solution using Spring and Bootstrap on AWS
- Designed & developed the web user interface using the Spring Framework with Bootstrap and AWS
- Designed & developed an app to render videos using the MLT API & ffmpeg using Spring Bootstrap
- Integrated recurring billing into the web app with Recurly

EMC CORPORATION, Senior Engineer Hopkinton, MA (May 1997 - March 2005)

- Senior Engineer for open systems integration of EMC products with Sun Solaris operating system
- Awarded "Engineering MVP of the Year" for 2001
- Diagnosed and resolved operating system problems extending beyond the EMC product range
- Integration testing for EMC products in the open systems space (PowerPath, SRDF, clusters, volume managers, Solaris)
- Worked as an engineering interface between hardware & software engineers for various 3rd party products
- Level III Tech Support: Sun Cluster, Veritas Cluster, Veritas Volume Manager, Sun Solaris & others

FRANCHISE OWNER, Handyman Matters Holliston, MA (March 2005 - April 2008)

- Owned and managed a franchise location with 8 employees doing home & retail repair and remodel work

COMPUTER CONSULTING SERVICES CORP, Consultant Atlanta, GA (April 1996 - May 1997)

- Subcontracted to NCR at Delta Airlines
- Coordinated the release of, and tested applications, for release on Sun Solaris and NCR platforms
- Production Integration Management for 14 projects including Electronic Ticketing, Flight Tracking, Fuel Management, Flight Attendants Trip Briefing Report and Customer Reservations

SHARP ELECTRONICS S.A., Project Leader Cape Town, South Africa (April 1991 - April 1996)

- Project Leader for a team of 4 developers
- Analyzed business processes, modeled data and designed SQL databases for various projects
- Developed an equipment rental system and sales order & inventory system using Mantis and Supra SQL on Siemens UNIX
- Installed, configured and administered Siemens RM400 & RM600 UNIX servers

ELECTRONIC DEVELOPMENT HOUSE, Developer Stellenbosch, South Africa (part time 1989-1991)

- Wrote the software for a Ballistic Doppler Radar System with a team of electronics engineers
- Wrote the software for a real-time electrocardiograph with recording, playback and chart analysis

Education

UNIVERSITY OF CAPE TOWN Cape Town, South Africa (1987-1990)

- Bachelor of Science, Computer Science

Nationality

- US citizen

AGENDA

ITEM #6

Consideration of Appointment – Energy Committee - Sebastian Downs

Associated backup materials attached:

- Email Correspondence – Carey Bergeron, Energy Committee Chair
- Letter of Interest
- Resume

Note: The Energy Committee is recommending Sebastian as a voting member to fill
vacancy.

Proposed Motion: I move that the Board appoint Sebastian Downs to
the Energy Committee for a four year term.

Lindsey Rockwood

Subject: RE: [Town of Medway MA] Interest in Energy Committee

From: Carey Bergeron [mailto: [REDACTED]] **Sent:** Friday, September 02, 2016 10:23 AM
To: Allison Potter
Subject: Fwd: [Town of Medway MA] Interest in Energy Committee

Hi Allison-

Please see the attachments and the email chain below regarding a new member for the MEC. The board has reviewed his qualifications and recommends that Sebastian be appointed as a voting member to the board. Please let me know if you need any additional information.

Regards,
Carey Bergeron

----- Forwarded message -----

From: Sebastian Downs < [REDACTED] >
Date: Wed, Aug 24, 2016 at 10:07 PM
Subject: Re: [Town of Medway MA] Interest in Energy Committee
To: Carey Bergeron [REDACTED]

Hi Carey,

Sorry for the delayed response I've been traveling for work and didn't have my personal computer with my resume on it. I've updated the most recent resume and cover letter I used with some information about my current position and my interest in the energy committee. Please find both attached. Thank you for your consideration.

Cheers,
-Sebastian

On Mon, Aug 22, 2016 at 3:57 PM, Carey Bergeron [REDACTED] wrote:

Hi Sebastian-

Thank you for your interest in the Medway Energy Committee. Currently I am the chair of the committee and Shelley Wieler is the co-chair. We meet at 7PM on the third Wednesday of the month. We don't have defined responsibilities specifically, however we try to utilize people's interests and backgrounds when it comes to tasks. It is a good group of people who are very committed to the energy savings in our Town.

If possible, please send me a resume and short letter stating your interest in the board and we will forward it on to the town.

Regards,
Carey Bergeron

50 Winthrop St
Medway, MA 02053

August 24, 2016

To Whom It May Concern:

I am writing to express my interest in joining the Medway Energy Committee. I am currently working as mechanical engineer with EBI Consulting, a national engineering consulting company, performing energy audits, commissioning services, and Energy Star and LEED certification. I have also worked for a company contracting with Veteran Affairs (VA) hospitals all over the nation performing retro-commissioning, HVAC commissioning, and energy auditing work. Prior to that roll I served with Boston Public Schools' (BPS) Facilities Management as the Green Schools Volunteer Management Coordinator, through AmeriCorps. I am passionate about building energy efficiency and am interested in getting more involved with my local community to further those ideals.

I have been working as a building energy engineer for about two years, working on a variety of sites all over the country. I've performed retro-commissioning of HVAC systems, commissioning for new construction projects, building energy audits, and building certification services. I believe in the importance of service, and investment in one's own community which is what lead me to my year of service with AmeriCorps upon graduation. As a recent addition to the Medway community I feel that getting involved with the energy committee would allow me to learn more about the town and it's energy goals while putting my personal experience to some use.

I am currently a certified Engineer in Training (EIT), LEED AP O+M (Operations and Maintenance), and EMIT (Energy Manager in Training). I'm actively working towards my PE and CEM licenses.

Thank you for reviewing my qualifications and experience. If you have any questions or would like any follow up information please contact me directly at [REDACTED]. Thank you again.

Sincerely,

Sebastian Downs, EIT, LEED AP

Enclosure

Sebastian Downs, EIT, LEED AP O+M, EMIT

Education

University of Vermont, Burlington, VT

May 2013

Bachelor of Science degree in Environmental Engineering

Minor in Ecological Agriculture :: Cumulative GPA: 3.68

Honors College, Vermont Student Environmental Engineer of the Year, Order of the Engineer

Tau Beta Pi Engineering Honor Society, Chi Epsilon Civil Engineering Honors Society (Editor)

Work Experience

Mechanical Engineer, EBI Consulting

2016 - Present

- Conduct MEP site assessments and energy audits for offices, apartment complexes, labs, and a variety of other facility types
- Provide new project commissioning services for renovations and construction
- Perform Energy Star building and LEED project certification services

Energy Engineer, Alares LLC

2014 - 2016

- Conducted retrocommissioning field investigations, issue identification, and simple repair problem resolution at VA hospitals across the country
- Worked with energy managers, HVAC shop personnel, and hospital administrators on identifying their facility wide energy conservation goals
- Performed energy savings, CO₂e, and payback calculations on issue resolutions
- Wrote various reports and presentations on findings and recommendations

Green Schools Volunteer Management Coordinator, AmeriCorps VISTA

2013 - 2014

- Served with Boston Public Schools' Facilities Management, for 128 schools
- Advised Planning & Engineering department on green modular specs
- Worked with faculty, administration, Facilities Management, NGO's, and volunteers to implement green infrastructure projects in schools

Barrett Scholar, University of Vermont

Summer 2012

- Competitive self-designed undergraduate engineering research grant

Additional Projects

Urban Green, R3build Emerging Professionals Design Challenge, Finalist

Winter 2014

- Created and led a team of emerging professional architects and engineers
- Designed a resilient beach home to reach LEED v4 Gold on a strict size and budget

Energy Neutral Horticultural Center Renovation

Spring 2013

- Worked with the University of Vermont and a professional architecture firm
- Performed energy analysis and submitted designs for site energy neutrality

Organizations & Certifications

Energy Manager in Training, Association of Energy Engineers

2015

OSHA 30, Certified

2014

LEED AP Operations and Maintenance, USGBC MA Member

2014

Engineers Without Borders UVM, Student Chapter President 2011-'13

2009 - 2013

Green Classroom Professional Certification, USGBC Member

2013

AGENDA

ITEM #7

Vote Recommendations - Fall Town Meeting Warrant

Associated backup materials attached:

- Draft Warrant
- Supporting Documents from Susy Affleck-Childs,
Planning and Economic Development Coordinator
- Proposed Walking Trail Maps

Note: Board should vote to include these articles in Warrant and its recommendations.

**TOWN OF MEDWAY
WARRANT FOR 2016
FALL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the Medway High School Auditorium, 88 Summer Street, on Monday, November 14, 2016 at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Adjustment: Community Preservation Fund Statutory Set-Aside)
To see if the Town will vote to authorize the Town Accountant, with the approval of the Community Preservation Committee, to adjust the set-aside balances from prior fiscal years within the Community Preservation Fund account to comply with the statutory requirement to set aside for later spending not less than ten percent of the Community Preservation Fund annual revenues for each fiscal year in open space, for historic resources, and for community housing respectively, as required by Chapter 44B, section 6 of the Massachusetts General Laws, or to act in any manner relating thereto.

CPA Transfer from Retained Earnings to Reserve Accounts	
Community Housing	\$ 7,974
Open Space	\$ 7,974
Historical Preservation	<u>\$ 7,974</u>
Total	\$ 23,922

COMMUNITY PRESERVATION COMMITTEE

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Prior Year Bills)
To see if the Town will vote to transfer from the Department of Public Services' Fiscal Year 2017 Building Maintenance/Contract Services account the sum of \$21.06 and from the Town Administrator's Fiscal Year 2017 Part-time Salary account the sum of \$75 for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Fund EMS)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the provision of Fiscal Year 2017 Emergency Medical Services, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Fund Rt. 109 Project Manager)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$38,000 to pay for costs associated with funding a Town representative project manager for the Route 109 construction project, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Fund Structure Demolition)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$35,000 to pay for the costs associated with the demolition of the structure located at 155 A Village Street, Town of Medway Assessors' Map 60, Parcel 122, and subsequent pavement of the site, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Supplement FY17 Memorial Committee Budget)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,500 to supplement the Fiscal Year 2017 Memorial Committee operating budget, or to act in any manner relating thereto.

MEMORIAL COMMITTEE

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Abandon Portion of Drainage Easement: 15 Tulip Way)
To see if the Town will vote to abandon a portion of a drainage easement at 15 Tulip Way by removing twenty feet from the western portion of the easement boundary, as shown on a map filed with the Town Clerk, and, further, to authorize the Board of Selectmen and Town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article; or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (CPA Funds: Walking Trail)
To see if the Town will vote to transfer from available Community Preservation Act funds the sum of \$X to fund the costs associated with the design, engineering and construction of a walking trail that will extend the existing Choate to High School trail, beginning on Town owned property at 40 Adams Street and extend across Chicken Brook, or act in any manner relating thereto.

OPEN SPACE COMMITTEE

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Right-of-Way Easement – 9 Marc Rd)
To see if the Town will vote to accept a Perpetual 50' Right-of-Way Easement for such uses as roads and ways are commonly used in the Town of Medway, including without limitation, the right but not the obligation to construct, inspect, repair, remove, replace, operate and forever maintain said right-of-way, and to do all the acts incidental to the foregoing on a 15,579 sq. ft.± portion of land on 9 Marc Road as shown on the plan entitled “9 Marc Road Right-of-Way Plan of Land in Medway, MA,” dated September 15, 2016, prepared by Paul J. DeSimone, on file with the Medway Town Clerk, to be recorded with the Norfolk County Registry of Deeds,

subject to Grantor reserving the right to use said right-of-way in any manner which does not interfere with the Town’s easement, and further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Zoning Bylaw Amendment: Village Residential Zoning District)
To see if the Town will vote to amend the Zoning Bylaw and Map to establish a new Village Residential Zoning district as follows:

- by rezoning a portion of the current Agricultural Residential II (ARII) zoning district to Village Residential (VR) and amending the Zoning Map to show the boundaries of the new district, a copy of which is on file with the Medway Town Clerk;
- by revising Section 4.1 Districts by adding *Village Residential* to the list of districts in A. Residential Districts;
- by revising Section 5.4 Schedule of Uses by inserting *Village Residential (VR)* to Table 1: Schedule of Uses;
- by revising Section 6.1 Dimensional and Density Regulations by inserting *Village Residential (VR)* to Table 2: Dimensional and Density Regulations; by revising Section 5.6.4 Multifamily Housing, B. Applicability, 1. by adding *Village Residential (VR)* to the list of locations for multifamily housing;
- by revising Section 7.2.5 Sign Standards by adding *Village Residential* to the header of Table 4; and by
- revising Section 8.1 Infill Housing A. Purposes and B. Applicability by adding *Village Residential (VR)* to the list of locations for infill dwelling units.

And to act in any manner relating thereto.

(NOTE – The details for dimensional and density regulations in the Village Residential zone are provided in Article 13)

(NOTE – The details for allowed uses in the Village Residential zone are provided in Article 14)

PLANNING & ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (Zoning Bylaw Amendment: Village Commercial Zoning District)
To see if the Town will vote to amend the Zoning Bylaw and Map to establish a new Village Commercial Zoning District as follows:

- by rezoning all of the parcels in the current Commercial III (C-III) and Commercial IV (C-IV) zoning districts to Village Commercial (VC) and amending the Zoning Map to re-label the name of Commercial III and Commercial IV to Village Commercial without changing the boundaries in any manner, as shown on a map, a copy of which is on file with the Medway Town Clerk;
- by deleting *Commercial III* and *Commercial IV* from the list in B. Nonresidential Districts in Section 4.1 Districts and inserting *Village Commercial* in its place and renumbering the list accordingly;
- by deleting *Commercial III (C-III)* and *Commercial IV (C-IV)* from Table 1: Schedule of Uses in Section 5.4 Schedule of Uses and inserting *Village Commercial (VC)* in its place;
- by deleting *Commercial III (C-III)* and *Commercial IV (C-IV)* from Table 2: Dimensional and Density Regulations in Section 6.1 Dimensional and Density Regulations and inserting *Village Commercial (VC)* in its place;
- deleting *Commercial Districts III and IV* from the header of Table 10 in Section 7.2.5 Sign Standards and inserting *Village Commercial District* in its place; and by
- deleting reference to *Commercial Districts III and IV* in Section 5.6.4 Multifamily Housing, B. Applicability, 1. and inserting *Village Commercial* in its place to the list of locations for multifamily housing.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 12: (Zoning Bylaw Amendment: Central Business Zoning District)
To see if the Town will vote to amend the Zoning Bylaw and Map to establish a new Central Business zoning district as follows:

- by rezoning all of the parcels in the current Commercial I (C-I) district to Central Business (CB) district and amending the Zoning Map to re-label the name of Commercial I to Central Business district without changing the boundaries in any manner, as shown on a map, a copy of which is on file with the Medway Town Clerk;
- by deleting *Commercial I* from the list of B. Nonresidential Districts in Section 4.1. Districts and inserting *Central Business* in its place;
- by deleting *Commercial I (C-I)* from Table 1: Schedule of Uses in Section 5.4 Schedule of Uses and inserting *Central Business (CB)* in its place;
- by deleting *Commercial I (C-1)* from Table 2: Dimensional and Density Regulations in Section 6.1 Dimensional and Density Regulations and inserting *Central Business (CB)* in its place;

- by deleting *Commercial District I – Route 109 Business District* from the header of Table 5 in Section 7.2.5 Sign Standards and inserting *Central Business District* in its place;
- by deleting all references to *Commercial I District, C-I, and CI* in Section 5.4.1 Special Permits in the Commercial I District and inserting *Central Business District (CB)* in its place; and by
- by deleting *Commercial I* from Section 8.9. Registered Marijuana Dispensary, D. Eligible Locations and inserting *Central Business* in its place.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 13: (Amend Zoning Bylaw: Definitions)

To see if the Town of Medway will vote to amend SECTION 2 Definitions of the Medway Zoning Bylaw by inserting the following definitions in alphabetical order:

Auto Body Shop - An establishment in which bodies and frames for damaged vehicles, such as automobiles, trucks, or the like, are manufactured, repaired, straightened, or painted and which may include vehicle repair services as an accessory use.

Auto Parts – An establishment selling various components which are used to build or repair automotive vehicles and keep them performing safely and efficiently. May also include the sale of associated supplies and tools for the maintenance and upkeep of motor vehicles and various automotive accessories.

Boathouse – An enclosed or partially enclosed building or shed for sheltering a boat or boats and associated marine equipment on or near a river, stream, pond or lake.

Brew Pub – A restaurant licensed under the relevant state and federal statutes to produce and sell beer and/or ale at the location for on-premises consumption. May include facilities for customers to brew on-premises for personal consumption off-site as an accessory use. Beverages produced on the premises may be sold to other establishments but such sales shall not exceed 50% of the establishment’s production capacity per year.

Brewery, Distillery or Winery – An establishment located in a building that uses equipment and/or processes for the production and distribution of malt, spirituous, or vinous beverages pursuant to MGL. ch. 138, §19. Such establishment may include on-site sampling, the sale of permitted beverages produced on the premises to consumers for off-site consumption, and the sale of commercial goods branded by the establishment. A tasting room, not to exceed 25% of the building’s gross square footage, that allows patrons to sample or consume beverages that are produced on premises is permitted as an accessory use. The establishment may also host

marketing events, special events, and/or factory tours. May include facilities for customers to brew on-premises for personal consumption off-site as an accessory use.

Commercial Indoor Amusement – An establishment engaged in providing indoor entertainment or games for a fee to the general public and including but not limited to such activities as a dance hall, bowling alley, billiard or pool establishment, skate park, rock climbing, baseball, trampoline jumping, golf, family fun/entertainment/amusement center, playground, and other similar uses and which may include the provision of food and drink as an accessory use.

Community Center – A building used for recreational, social, educational, and cultural activities, open to the public or a designated part of the public, usually owned and operated by a public or non-profit group organization.

Doggie Day Care – An establishment where dogs are dropped off and picked up for temporary daytime care on the premises and where they may be groomed, trained, exercised and socialized, but are not boarded overnight, bred, or sold.

Educational/Instructional Facility, commercial – Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or skill, on land that is not owned or leased by the Commonwealth or any of its agencies, subdivisions, or body politic, or by a religious sect or denomination, or by a nonprofit educational organization, including but not limited to schools for vocational and technical training, art, dance, gymnastics, yoga, martial arts and other sports activities.

Electric Power Generation – The process of generating electric power from other sources of primary energy such as electromechanical generators, heat engines fueled by chemical combustion, kinetic energy such as flowing water and wind, and other energy sources such as solar photovoltaic and geothermal power.

Financial Institution – Establishments such as banks, savings and loans, credit unions, insurance companies, mortgage offices, and brokerage firms dealing in monetary transactions for consumers such as deposits, loans, investments and currency exchange.

Fitness Facility – An establishment providing exercise space, facilities and equipment or classes for the purposes of physical exercise. Commonly referred to as a fitness club, health or athletic club, fitness center, and gym. May also provide personal training, locker rooms, showers and fitness studios and other similar facilities and services.

Funeral Home – A building used for the preparation of the deceased for burial and the display of the deceased and rituals connected thereto before burial or cremation and which may include areas for a chapel, sale of caskets and other funeral supplies, and a crematorium.

Gallery – An establishment engaged in the display, sale or loan of works of art to the general public.

Golf Course – A tract of land laid out with at least nine holes for playing the game of golf and improved with tees, greens, fairways and hazards and that may include a clubhouse which may include dining facilities and shelter as accessory uses.

Gravel/loam/sand or stone removal, commercial – The removal of soil or earth including but not limited to sod, loam, sand, gravel, clay, peat, hardpan, rock, quarried stone or mineral products from land as a commercial business.

Greenhouse, commercial – A greenhouse which grows plants which are sold at retail or wholesale.

Indoor Storage – An area within a non-residential establishment for the placement and safe keeping of materials, products or equipment

Impervious Coverage – That portion of a lot that is covered by buildings, including accessory buildings, and all paved and other impervious surfaces. Impervious coverage shall be determined by dividing the combined area of the footprint of all buildings and all paved and impervious surfaces on a lot by the total area of the lot

Infill Dwelling Unit – As specified in Section 8.1 of this Bylaw.

Inn – An establishment that provides temporary overnight lodging to the general public for compensation, not to exceed 10 guest rooms, for transient guests and where a dining room for the serving meals may be operated on the premises, and wherein the owner or operator may or may not maintain a place of principal residence.

Livery/Riding Stable – A facility designed and equipped for the feeding, boarding, exercising or training of horses not owned by the owner of the premises and for which the owner of the premises receives compensation and which may include instruction in riding, jumping or showing or where horses may be hired for riding.

Lodge or Club – A facility operated by a private, non-profit organization established around a common interest such as a fraternal, civic, alumni, social, recreational or sports club, or other similar organization, to which membership is limited or controlled. May include meeting space, dining facilities, and outdoor areas.

Municipal Use – Any use, building, facility or area owned or leased by and operated by the Town of Medway.

Non-profit Organization - A corporation organized, registered and operated as a nonprofit organization under state or federal law, such as General Laws chapter 180 or recognized under Section 501 (c) (3) of the IRS code.

Nursery – Land used to raise plants, flowers, shrubs, bushes, or trees grown on the premises for sale or transplanting. May include greenhouses and retail sales of associated nursery goods and products.

Open Space – Those areas of a lot on which no building or structure is permitted except as authorized by other provisions of this Bylaw, and which shall not be used for streets, driveways, sidewalks, parking, storage or display. Open space may serve as areas for buffers, active and passive recreation, natural and scenic resource protection, land conservation, or other similar uses and may include landscaped areas.

Open Space Residential Development (OSRD) – As specified in Section 8.4 of this Bylaw.

Outdoor Dining – A dining area with tables and seating available for restaurant-style eating outdoors, usually located on the sidewalk or an open area adjacent to its affiliated restaurant, and usually operated on a seasonal basis.

Outdoor Display – The temporary display of goods and products sold by a business establishment, located on the same premises but not including such display on any parking, delivery or loading areas, fire lanes, drive aisles, or sidewalks where less than 6 feet of sidewalk width remains for pedestrian access, or other features that could cause a safety hazard, and limited to the hours the business is open.

Outdoor Storage – An outside area for the storage or display of materials, goods or manufactured products produced or used by the principal use of the property, for more than a twenty-four hour period.

Personal Care Service Establishment – An establishment providing personal care and grooming services to individuals including but not limited to a barber shop, beauty shop, hair salon, nail salon, tanning salon, cosmetology and spa services, and other similar services.

Recreational Facility – A public or private establishment designed and equipped for the conduct of sports, recreational, educational, and/or leisure-time activities including but not limited to fields, courts, swimming pools, rinks, tracks, golf courses, mini-golf, driving ranges, and other similar uses. The facility may be comprised of indoor and outdoor facilities, a clubhouse and/or other customary accessory buildings and uses and may include the provision of seasonal, organized youth and/or family oriented programs and overnight accommodations.

Recreational Facility, Commercial – A recreational facility operated as a business and open to the general public for a fee.

Recreational Facility, Private – A recreational facility open only to bona fide members and guests of such organization.

Repair Shop – An establishment where household machines, equipment, tools, appliances and other similar items can be taken to be repaired or serviced, but not including vehicle repair.

Sawmill – A place or building in which timber from off the premises is sawed, split, shaved, planed, stripped, chipped or otherwise processed by machinery into planks, boards, mulch, firewood or other wood products.

Ski Area – An area developed for skiing, boarding or tubing with trails and which may include lifts, ski rentals and sales, and instruction and eating facilities.

Studio – A building, room or space where a craftsperson, artist, sculptor, photographer, musician or other artisan, designer or craftsperson works and which may include incidental accessory uses such as a gallery, retail sales of art produced on the premises, and instruction.

Trailer - A non-motorized vehicle, often a long platform or box/container with two or more wheels, which is pulled behind a motorized vehicle and used to transport things.

Veterinary Hospital – A building where animals are given medical care, observation and treatment including surgery for their diseases and injuries and which may include the short-term boarding of animals during their convalescence.

Warehouse/Distribution Facility – A building or area used primarily for the storage of raw materials, manufactured goods, products, cargo or equipment before their export or distribution for sale to retailers, wholesalers, or directly to consumers.

Wholesale - The business of selling things in large quantities to other businesses for resale rather than to individual retail consumers.

Wholesale Showroom - A room or space used for displaying a company's products, goods and merchandise not for direct sale to consumers.

And by deleting **Tourist Home** from the list of Definitions.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 14: (Amend Zoning Bylaw: Dimensional & Density Regulations)
To see if the Town will vote to amend the Zoning Bylaw by deleting TABLE 2: Dimensional and Density Regulations in Section 6.1 Dimensional and Density Regulations in its entirety and replacing it with a new TABLE: Dimensional and Density Regulations as follows: NOTE – Deleted text is shown with a ~~strike through~~ and new or revised text is shown in **highlighted bolded** text.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

TABLE 2. DIMENSIONAL AND DENSITY REGULATIONS

Requirement	AR-I	AR-II	VR	C-1 CB	VC	C-III	C-IV	C-V ^e	B-I	I-1	I-2	I-3
Minimum Lot Area (Sq. Ft.)	44,000 22,500 ^b	30,000 ^{a, b}	10,000 22,000 ^{a, b}	20,000 10,000	10,000	20,000	20,000	20,000	20,000 20,000	20,000	20,000	40,000
Minimum Lot Frontage (Ft.)	180' 150'	0'	75' 100' ^{a, b}	NA	NA	NA	NA	NA 1	00 75'	NA 100'	NA 150'	NA 100'
Minimum Lot Width (Ft.)	NA	NA	NA	100'	NA	100'	100'	100'	NA	100'	100'	100'
Minimum Setbacks (Ft.) ^c												
Front ^{e, d}	35' 35'	'	20' ^d	50' 10'	20' ^d	35'	35'	50' 35'	35' 25'	30' 30'	'	30'
Side ^e	15' 15'	'	10' ^d	25' 10' 25' ^e	10' ^d	15'	15'	15' 15'	'	20'	20'	20'
Rear 15'	'	15'	10' ^d	25'	10' ^d	15'	15'	15' 15'	'	30'	30'	30'
Maximum Building Height (Ft.)	NA 35'	NA 35'	35'	40'	40'	40'	40'	40'	40'	40' 60'	40' 60'	'
Maximum Lot Coverage (Pct. of lot) (Primary and accessory buildings)	NA 25%	NA 30%	40%	30% 80%	80%	30%	30%	30% 40%	30% 40%	40% NA	40% NA	40% NA
Maximum Impervious Coverage (Pct. of lot)	35%	40%	50%	NA	NA	NA	NA	80%	80%	80%	80%	80%
Minimum Open Space (Pct. of lot)	NA	NA	NA	15%	NA	NA	NA	20%	20%	20%	20%	20%

Notes to Table 2

NA means not applicable

- a) For a two family house. No parking shall be permitted within 10 feet of an adjoining lot line.
- b) For a newly constructed two-family house or when a single family detached house is enlarged for a 2 family house.
- c) When a nonresidential use abuts a residential use, the first 10 feet within the required side or rear setback of the nonresidential use along the lot line shall be used as a buffer.
- d) Or the average setback of the existing primary buildings within 300' of the lot on the same side of the street and within the same zoning district, whichever is less.
- e) When abutting a residential district.

Previous Notes to Table 2

- ~~a) In the C-V and B-I districts, when a nonresidential use abuts a residential use, the first 10 feet within the 15-ft side or rear setback along the boundary line adjoining the residential use shall be a landscaped buffer not used for parking or storing vehicles. However, when a nonresidential use in the C district abuts a residential use in a different district, the landscaped buffer shall extend at least 15 feet from the lot boundary shared with the residential use.~~
- ~~b) For two-family dwelling, the minimum lot area is 30,000 sq. ft. No parking shall be permitted within 10 feet of an adjoining lot line.~~
- ~~c) For a lot abutting existing dwellings in a residential district, the minimum front setback shall be the average front setback of the existing primary buildings within 300 feet on each side of the lot on the same side of the street and within the same zoning district.~~
- ~~d) Within the 50-ft. front setback on lots in the C-I, C-V, and B-I districts, the first 10 feet closest to the street shall be landscaped and not used for parking. Within the C-I district, the next 20 feet shall be used for through traffic to adjoining lots unless waived by the Planning and Economic Development Board during site plan review.~~
- ~~e) When a lot in any of the C or B-I districts abuts a residential use, the first 10 feet within the 15-ft side or rear setback along the boundary line adjoining the residential use shall be a landscaped buffer not used for parking or storing vehicles.~~

ARTICLE 15: (Zoning Bylaw Amendment: Schedule of Uses)

To see if the Town will vote to amend the Zoning Bylaw, Section 5.4 Schedule of Uses by deleting TABLE 1: Schedule of Uses in its entirety and inserting a new TABLE 1: Schedule of Uses in its place as follows:

NOTE - Deleted text is shown with a ~~strikethrough~~. New and revised language is shown in **highlighted bolded** text.

NOTE: Table 1 Legend

Y means a use permitted by right

N means a prohibited use

SP means a use that may be allowed by special permit from the Zoning Board of Appeals

PB means a use that may be allowed by special permit from the Planning and Economic Development Board

TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
A. AGRICULTURE, CONSERVATION, RECREATION USES										
Agriculture, excluding piggeries and fur farms on less than 5 acres of land, and excluding livestock on less than 44,000 sq. ft. of land. <i>(Revised 11/16/15)</i>	Y Y		N	N N N			N	N	N	N
Poultry on less than 1 acre. Minimum lot size for poultry is 5,000 sq. ft. subject to Board of Health regulations. <i>(Added 11/16/15)</i>	Y Y		Y	N N N			N	N	N	N
Commercial Greenhouse	SP SP		N	N N		Y	Y	N	N	N
Nursery	SP	SP	N	N	N	Y	Y	N	N	N
Nonprofit recreational use	Y	Y	N	—	N	N	N	N	N	N
Recreational facility	SP	SP	N	N	N	N	Y	Y	N	N
Sawmill	SP	N	N	—	N	N	N	N	N	N
Boathouse, ski tow, golf course	SP	SP	N	—	N	N	N	N	N	N
Ski Area	SP	SP	N	N	N	N	N	N	N	N
Golf course	SP	SP	N	N	N	N	N	N	N	N
Livery riding stable	Y	Y	N	N	N	N	N	N	N	N
Gravel, loam, sand, or stone removal, except that in the AR-I and AR-II districts, no special permit shall be required when removal of such materials is incidental to the construction or alteration of buildings for which a permit has been issued by the Board of Selectmen. <i>NOTE - This use is being moved to the INDUSTRIAL USES section of the Use Table</i>	SP	SP	N	—	N	N	N	N	N	N

TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
B. PUBLIC SERVICE										
Municipal use	Y Y		Y	Y Y Y			Y	Y	Y	Y
Public utility	SP SP		SP	SP	Y	Y	Y Y Y			Y
C. RESIDENTIAL AND INSTITUTIONAL USES										
Detached single-family dwelling	Y Y		Y	N Y N			N	N	N	N
Two-family dwelling, provided that the exterior of the dwelling has the appearance of a single-family dwelling.	N SP		PB	N N N			N	N	N	N
Infill dwelling unit, subject to Section 8.1.	N SP	— PB	PB	N N N			N	N	N	N
Open space residential development, subject to Section 8.4	PB PB		N	N N N			N	N	N	N
Assisted living residence facility	N PB	N PB	N	PB N	N	N	N N N			N
Adult retirement community planned unit development, subject to Section 8.5	PB PB		N	N N N			N	N	N	N
Multifamily dwellings and multifamily developments subject to Section 5.6.2 E and Section 5.6.4 (Added 11/16/15)	N PB	PB	PB	N	PB	N	N N N			N
Multifamily units in combination with a commercial use that is permitted or allowed by special permit, subject to Section 5.4.1.	N	N	N	PB	N	N	N N N			N
Long-term care facility	SP	SP	N	N	N	N	N	N	N	N
Accessory Uses										
Accessory family dwelling unit, subject to Section 8.2	SP SP		SP	N SP		N	N	N	N	N
Home-based business, subject to Section 8.3	Y Y		Y	N Y		N	N	N	N	N
Boathouse	Y	Y	N	N	N	N	N	N	N	N
Greenhouse	Y	Y	Y	N	N	N	N	N	N	N

TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
D. BUSINESS USES										
Retail Trade										
Retail bakery <i>(Added 11/16/15)</i>	N	N	N	Y	Y	Y	Y	N	N	N
Retail store sales	N	N	N	Y	Y	Y	Y	N	N	N
Retail store larger than 20,000 sq. ft.	N	N	N	SP	N	N	SP	N	N	N
Shopping center/ multi-tenant development	N	N	N	SP	N	SP	SP	N	N	N
Auto parts	N	N	N	N	N	N	Y	N	N	N
Nursery and Florist	N	N	N	N Y	N Y	Y	Y	N	N	N
Indoor sales of motor vehicles, trailers, boats, farm equipment, with accessory repair services and storage, but excluding auto body, welding, or soldering shop	N	N	N	Y	N	N	N	N	N	N
Sale and storage of building materials to be sold on the premises <i>NOTE – This has been moved to the Industrial Uses section</i>	N	N	N	–	N	N	Y	Y	N	N
Outdoor retail sales Retail sales, outdoors	N	N	N	N	N	N	Y	N	N	N
Hospitality and Food Services										
Restaurant providing food within a building, which may include outdoor seating on an adjoining patio	N	N	N	Y	Y	Y	Y	N	N	N
Restaurant providing live entertainment within a building, subject to license from the Board of Selectmen	N	N	N	SP	N Y	N SP	N	N	N	N
Brew pub	N	N	N	Y	Y	Y	Y	N	N	N
Motel or hotel	N	N	N	SP	N	N	N	N	N	N Y
Bed and breakfast	SP	SP	SP	N	SP	N	N	N	N	N
Inn	SP	SP	SP	SP	SP	N	N	N	N	N
Cultural and Entertainment Uses										
Studio for artists, photographers, interior decorators, other design-related uses	N	N	SP	N Y	N Y	Y	N	N	N	N
Museum	N	N	N	Y	SP	SP	N	N	N	N
Movie theatre/cinema	N	N	N	SP	N	N	N	N	N	N
Theatre	N	N	N	Y	SP	SP	N	N	N	N
Gallery	N	N	N	Y	Y	Y	N	N	N	N
Commercial indoor amusement <i>NOTE – This use was moved here from Business Uses - Services</i>	N	N	N	SP	N	N	Y	Y	Y	Y

TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
D. BUSINESS USES										
Professional Uses and Financial Services										
Bank or other Financial institution	N	N	N	Y	Y	Y	Y	N	N	N
Professional or business office	N	N	N	Y	Y	Y	Y	Y	Y	Y
Services										
Barber shop, beauty shop, nail salon, and similar Personal care service establishments	N	N	N	Y	N	—	Y	Y	N	N
Consumer services such as but not limited to health care, fitness facility, optician, dry cleaner, laundry, laundromat, florist, shoe repair, photocopy/printing, bakery, photography studio, tailor, and other similar businesses and services	N	N	N	Y	N	—	Y	Y	N	N
Doggie Day Care	N	N	N	N	N	N	SP	N	N	N
Repair shop for small equipment, bicycles, appliances, tools	N	N	N	Y	N	Y	Y	Y	N	N
Furniture Repair	N	N	N	N	Y	Y	Y	Y	N	N
Educational/instructional facility, commercial	N	N	N	Y	Y	Y	Y	Y	N	N
Commercial indoor amusement or recreation, or similar place of assembly <i>NOTE – This use was moved to Business Uses – Cultural and Entertainment</i>	N	N	SP	—	N	N	N	N	N	N
Funeral home, undertaker	N	N	N	Y	Y	Y	Y	N	N	N
Veterinary hospital	SP	SP	N	N	N	N	Y	Y	N	N
Kennel	SP	SP	SP	SP	SP	—	SP	SP	SP	SP
Medical office or clinic	N	N	N	Y	Y	Y	Y	N	N	N
Adult day care facility, subject to Section 8.5	PB	PB	N	N	N	N	N	N	N	N

TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
D. BUSINESS USES										
<i>Automotive Uses</i>										
Vehicle fuel station with repair services	N	N	N	N	N	N	PB	N	N	N
Vehicle fuel station, with car wash	N N		N	SP N	N N		N PB	N N		N
Car wash	N N		N	SP N	N N		SP PB	N N		N
Vehicle fuel station with convenience store	N N		N	PB N	N PB	— N	N PB	N N		N
Vehicle repair	N N		N	SP N	N PB	N SP	— PB	Y N		N
Auto body shop	N	N	N	N	N	N	PB	Y	N	N
<i>Other Business Uses: Unclassified</i>										
Adult uses	N N		N	N N		N	N	Y	N	N
<i>Accessory Uses</i>										
Drive-through facility	N N		N	SP N	N PB		SP PB	N N		N
Outdoor dining accessory to a restaurant may be permitted by the Building Inspector	N	N	Y	—	N	N	N	N	N	N
Outdoor display	N	N	N	SP	SP	SP	SP	N	N	N
Outdoor storage of materials and parking of vehicles and equipment associated with a business operated in a building on the premises	N	N	N	N	N	N	Y	Y	N	N

TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
E. INDUSTRIAL AND RELATED USES										
Warehouse/ and -distribution facility	N N		N	N N		Y	N N	— Y	N Y	N Y
Wholesale bakery <i>(Added 11/16/15)</i>	N N		N	N N		N	N	Y	Y	Y
Wholesale showroom or office, including warehouse	N N		N	N N		N	Y	Y	Y	Y
Manufacturing, processing, fabrication, packaging and assembly, and storage of goods manufactured on the premises	N	N	N	N	N	N	Y	Y	Y	Y
Contractor's yard	N N		N	N N		N	Y	Y	N	N
Research and development	N N		N	N N		N	Y	Y	Y	N Y
Brewery	N	N	N	N	N	N	Y	Y	Y	Y
Research and development and/or manufacturing of renewable or alternative energy products	N	N	N	N	N	N	Y	Y	Y	Y
Electric power generation including but not limited to renewable or alternative energy generating facilities such as the construction and operation of large-scale ground-mounted solar photovoltaic installations with a rated name plate capacity of 250 kW (DC) or more	N	N	N	N	N	N	N	N	Y	N
Gravel/loam/sand or stone removal, commercial <i>NOTE – This use was moved here from the Agricultural/Conservation/ Recreation Uses section of the Use Table</i>	N	N	N	N	N	N	N	N	N	N
Accessory Uses										
Outdoor storage of materials and parking of vehicles and equipment associated with a business operated in a building on the premises	N	N	N	N	N	N	Y	Y	Y	Y

TABLE 1: SCHEDULE OF USES										
	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
F. INSTITUTIONAL USES										
Community center	SP	SP	SP	SP	SP	SP	SP	N	N	N
Lodge or club	SP	SP	SP	N	N	N	N	N	N	N

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Amend Zoning Bylaw: Registered Marijuana Dispensary)
 To see if the Town will vote to amend the Zoning Bylaw, Section 8.9 Registered Marijuana Dispensary, E. General Requirements, 4. by deleting text noted in ~~strike through~~ below and replacing that with new text noted in **bold** as follows:

4. The hours of operation of RMDs shall be set by the Planning and Economic Development Board, but in no event shall ~~any RMD be open and/or operating~~ **the on-site retail sale or dispensing of medical marijuana and/or related products to customers occur** between the hours of 8:00 PM and 8:00 AM.

Or to act in any manner relating thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least FOURTEEN (14) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 17th day of October 2016.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

Glenn Trindade, Chairman

Maryjane White, Vice-Chairman

Richard D’Innocenzo, Clerk

Dennis Crowley, Member

John Foresto, Member

TOWN OF MEDWAY

CONSTABLE'S RETURN OF SERVICE

I, **Paul Trufant**, a duly qualified Constable of the Town of Medway, Massachusetts affirm and certify that I posted attested copies of the November 14, 2016 Fall Town Meeting Warrant dated October 3, 2016, in at least eight (8) places in Town, consisting of at least two (2) places in each precinct of the Town, in addition to posting an attested copy of said warrant on the principal bulletin board in the Town Hall.

Dated at Medway: _____

Paul Trufant, Constable



FALL 2016 TOWN MEETING PROPOSED ZONING BYLAW AMENDMENTS

Medway Planning and
Economic Development Board

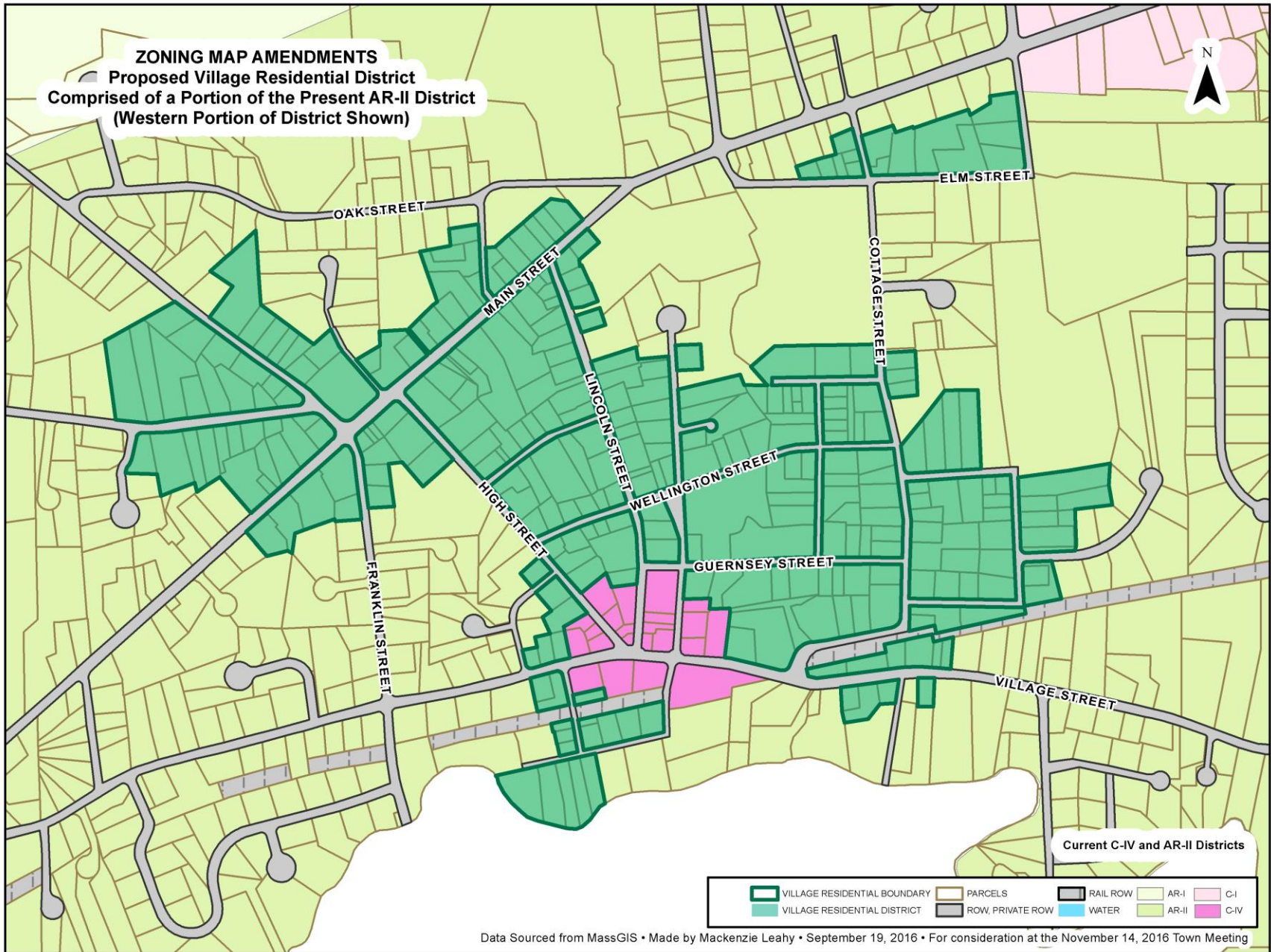
ARTICLE REFERENCES

- Article 9 – Rezones a portion of AR-II to become Village Residential (VR)
- Article 10 – Consolidation of C-III and C-IV districts to become Village Commercial (VC)
- Article 11 – Renames C-I to Central Business (CB)
- Article 12 – Definitions
- Article 13 – Dimensional and Density Regulations
- Article 14 – Schedule of Uses
- Article 15 – Registered Marijuana Facilities

VILLAGE RESIDENTIAL (VR)

Article 9

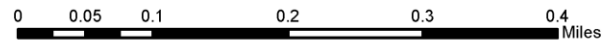
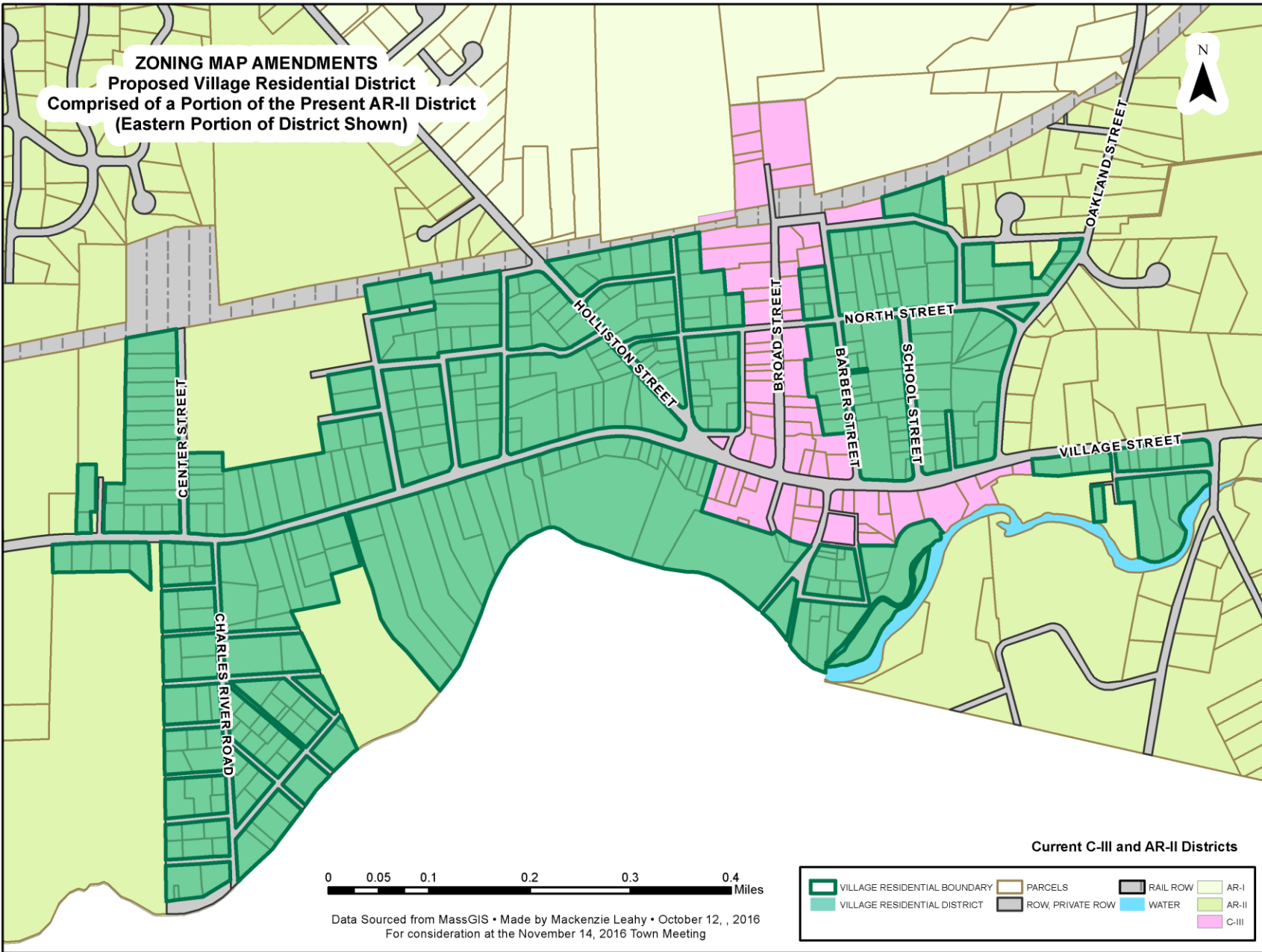
ZONING MAP AMENDMENTS
 Proposed Village Residential District
 Comprised of a Portion of the Present AR-II District
 (Western Portion of District Shown)



Current C-IV and AR-II Districts					
	VILLAGE RESIDENTIAL BOUNDARY		AR-I		C-I
	VILLAGE RESIDENTIAL DISTRICT		AR-II		C-IV
	RAIL ROW		WATER		
	ROW, PRIVATE ROW				

Data Sourced from MassGIS • Made by Mackenzie Leahy • September 19, 2016 • For consideration at the November 14, 2016 Town Meeting

ZONING MAP AMENDMENTS
Proposed Village Residential District
Comprised of a Portion of the Present AR-II District
(Eastern Portion of District Shown)



Data Sourced from MassGIS • Made by Mackenzie Leahy • October 12, , 2016
 For consideration at the November 14, 2016 Town Meeting

Current C-III and AR-II Districts

VILLAGE RESIDENTIAL BOUNDARY	PARCELS	RAIL ROW	AR-I
VILLAGE RESIDENTIAL DISTRICT	ROW, PRIVATE ROW	WATER	AR-II
			C-III

VILLAGE RESIDENTIAL HIGHLIGHTS — ARTICLE 9

Rezones a portion of AR-II to become Village Residential (VR)

Clustered around existing Rabbit Hill & Medway Village National Register Historic Districts

Reflects:

Existing parcel & building footprints
Pre-war and/or historic development

Includes:

725 Parcel IDs
629 Street Addresses

Allows the potential for new construction and redevelopment to match existing lot form and scale

Reduces Dimensional regulations:

Minimum lot size
Minimum lot frontage
Minimum setback

Amends:

All sections of the zoning bylaw that would be affected by the modification of AR-II district to VR district

Based on preliminary data...

Approximately 76% of lots would be in conformance with the proposed minimum lot frontage

Approximately 77% of lots would be in conformance with the proposed minimum lot size

VILLAGE COMMERCIAL (VC)

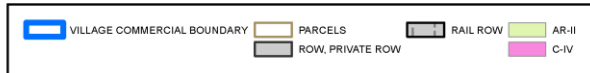
Article 10

ZONING MAP AMENDMENTS
Proposed Village Commercial District
Consolidation of C-III and C-IV Districts
(Western Portion of District Shown)

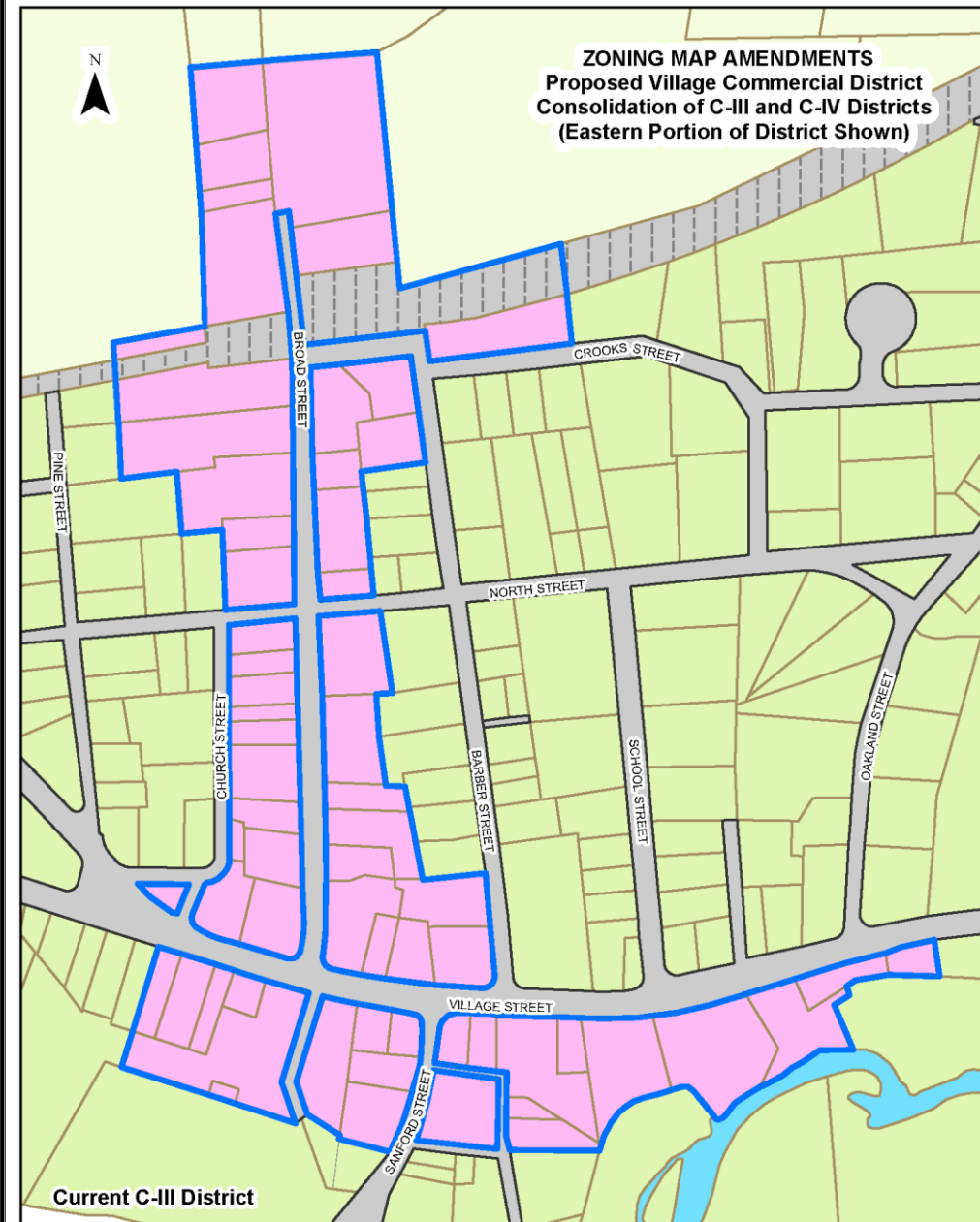


Current C-IV District

Data Sourced from MassGIS
 Made by Mackenzie Leahy
 September 16, 2016
 For consideration at the
 November 14, 2016 Town Meeting

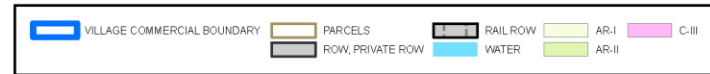


ZONING MAP AMENDMENTS
Proposed Village Commercial District
Consolidation of C-III and C-IV Districts
(Eastern Portion of District Shown)



Current C-III District

Data Sourced from MassGIS
 Made by Mackenzie Leahy
 September 16, 2016
 For consideration at the
 November 14, 2016 Town Meeting



VILLAGE COMMERCIAL HIGHLIGHTS — ARTICLE 10

Consolidation of C-III and C-IV districts to become Village Commercial (VC)

Reflects:

- Pre-war and/or historic development
- “Village” and local business/uses
- Uses that service the proposed Village Residential District

Includes:

- 99 Parcel IDs
- 88 Street Addresses
- C-III & C-IV Consolidation – No changes in boundaries

Encourages:

- More uses than the previous C-III & C-IV districts
- Optimal dimensional requirements to promote business growth
- Walkability to businesses from Village Residential areas

Reduces dimensional regulations:

- Minimum lot size
- Minimum lot frontage
- Minimum setbacks

Adjusts dimensional regulations:

- Maximum Lot Coverage (to promote better utilization of existing properties)

Amends:

- All sections of the Zoning Bylaw that currently reference C-III and C-IV districts

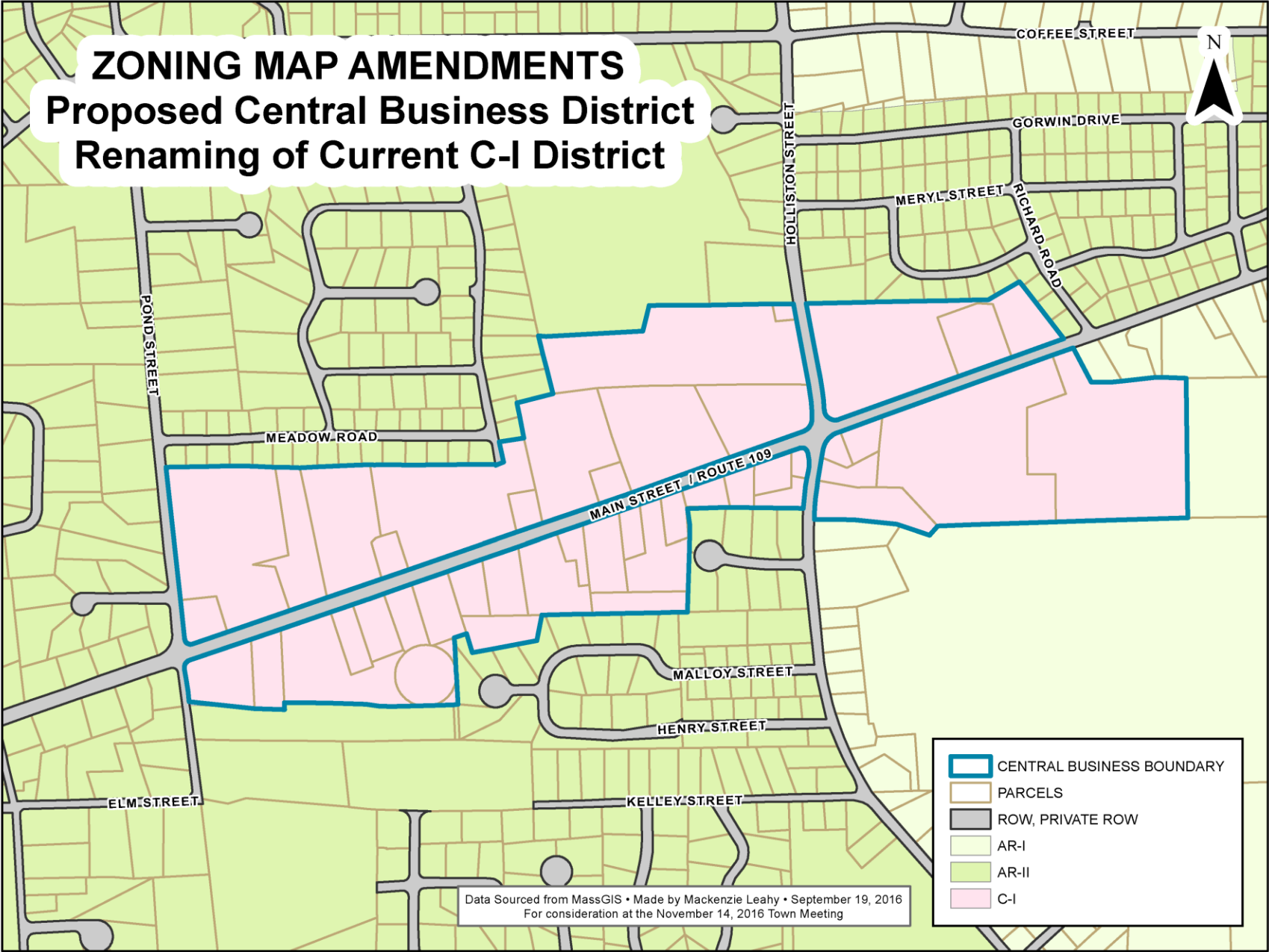
CENTRAL BUSINESS (CB)

Article 11

ZONING MAP AMENDMENTS

Proposed Central Business District

Renaming of Current C-I District



Data Sourced from MassGIS • Made by Mackenzie Leahy • September 19, 2016
For consideration at the November 14, 2016 Town Meeting

CENTRAL BUSINESS HIGHLIGHTS — ARTICLE 11

Renames C-I to Central Business (CB)

Change of Name and Uses Reflects:

- Existing centralized business hub
- Increasing potential of land and uses within the district

Includes:

- Existing C-I District – No boundary changes

Encourages:

- More retail trade, hospitality and food services, cultural and entertainment uses, professional uses and financial services, and general services
- Optimal dimensional requirements to promote business and development growth
- Walkability from business to business

Reduces dimensional regulations:

- Minimum lot size
- Minimum setbacks

Adjusts dimensional regulations:

- Maximum Lot Coverage (to promote better utilization of existing properties)

Amends:

- All sections of the zoning bylaw that currently reference the C-I district

DEFINITIONS

Article 12

DEFINITION HIGHLIGHTS — ARTICLE 12

Includes Definitions for:

- Terms already included in the Use Table but not yet defined in the Zoning Bylaw
IE: Bed and breakfast, Museum, Medical office or clinic
- New terms to be added to the Use Table that are not yet defined in the Zoning Bylaw
IE: Commercial indoor amusement, Gallery, Fitness facility, Educational facility non-profit
- Terms already included or referenced elsewhere in the Zoning Bylaw but not yet defined in the Zoning Bylaw.
IE: Infill Dwelling Unit, Open Space Residential Development (OSRD)

DEFINED TERMS — ARTICLE 12

Auto Body Shop

Auto Parts

Boathouse

Brew Pub

Brewery, Distillery,
or Winery

Commercial Indoor
Amusement

Community Center

Doggie Day Care

Educational/Instruc-
tional Facility,
commercial

Electric Power
Generation

Financial Institution

Fitness Facility

Funeral Home

Gallery

Golf Course

Gravel/loam/sand
or stone removal,
commercial

Greenhouse,
commercial

Indoor storage

Impervious
Coverage

Infill Dwelling Unit

Inn

Livery/Riding Stable

Lodge or Club

Municipal Use

Non-profit
Organization

Nursery

Open Space

Open Space
Residential
Development

Outdoor Dining

Outdoor Display

Outdoor Storage

Personal Care Service
Establishment

Recreational Facility

Repair Shop

Sawmill

Ski Area

Studio

Trailer

Veterinary Hospital

Warehouse/Distribu-
tion Facility

Wholesale

Wholesale Showroom

DIMENSIONAL & DENSITY REGULATIONS

Article 13

DIMENSIONAL & DENSITY HIGHLIGHTS — ARTICLE 13

Reflects:

Existing lot sizes and footprints

- Village Residential

Anticipated Growth

- Central Business
- Business Industrial
- Industrial Districts

Encourages:

- Better utilization & occupancy of existing properties
- Business & development growth
- Appropriate form and scale of uses within districts
- Connectivity from district to district
- Connectivity within a district

Reduces dimensional regulations:

Minimum lot size

- Village Residential
- Village Commercial
- Central Business

Minimum setbacks

- Village Residential
- Village Commercial
- Central Business

Minimum front setbacks

- Commercial V
- Business Industrial

Adjusts dimensional regulations:

Maximum Lot Coverage (to promote better utilization of existing properties)

- Central Business
- Village Commercial
- Commercial V
- Business Industrial
- Industrial Districts

Includes:

Minimum impervious coverage

- AR-I and AR-II Districts
- Village Residential
- Industrial Districts

Minimum open space

- Central Business
- Business Industrial
- Industrial Districts

Required buffer

- For commercial/industrial uses that abut residential uses

SCHEDULE OF USES

Article 14

SCHEDULE OF USES HIGHLIGHTS — ARTICLE 14

- Adds existing terms already defined in Section 2 Definitions
- Adds allowed uses to better exemplify the existing uses in the “Village Residential” District
- Revises uses to increase potential for the “Village Commercial” District
- Revises uses to encourage the growth of the “Central Business” District per the Master Plan vision
- Allows more uses in the BI (Business Industrial) District to encourage opportunity where there are vacancies within the district
- Allows more uses in the Industrial Districts to encourage development and investment
- Revises uses to better reflect the title of the Agricultural Residential Districts and to allow for non-intrusive uses

REGISTERED MARIJUANA DISPENSARIES

Article 15

REGISTERED MARIJUANA DISPENSARIES — ARTICLE 15

This change is proposed to address an issue raised during the recent special permit process for the medical marijuana growing and processing facility at 2 Marc Road. Currently, Medway's medical marijuana zoning provisions specify that there shall be no operations occurring between 8 pm and 8 am. This facility will not include a dispensary for retail sales of medical marijuana and related products. The developer of the facility requested that the hours of operation be adjusted so to allow growing and processing could occur on a 24/7 schedule.

**COMPLIANCE WITH MEDWAY MASTER
PLAN & HOUSING PRODUCTION PLAN**

2009 Medway Master Plan. The following Master Plan goals are addressed through the various proposed amendments to the Medway Zoning Bylaw.

Land Use Goal #2 – Encourage commercial/industrial development, particularly the Route 109 business district. Articles 11, 13 and 14

Open Space Goal #6 – Encourage compact development to reduce sprawl. Articles 9, 13 and 14.

Economic Development Goal #2 – Facilitate smart redevelopment of the Route 109 corridor to create a Village/Town center. Articles 11, 13 and 14.

Economic Development Goal #4 – Update zoning to maximize the economic opportunities of commercial and industrial zones. Articles 10, 13 and 14.

Housing Goal #4 – Identify needed changes in the zoning bylaw to encourage market and restricted income affordable housing development. Article 9, 13 and 14.

Medway Housing Production Plan – 2015. The following Housing Production Plan goal is addressed through the articles regarding the Village Residential zone.

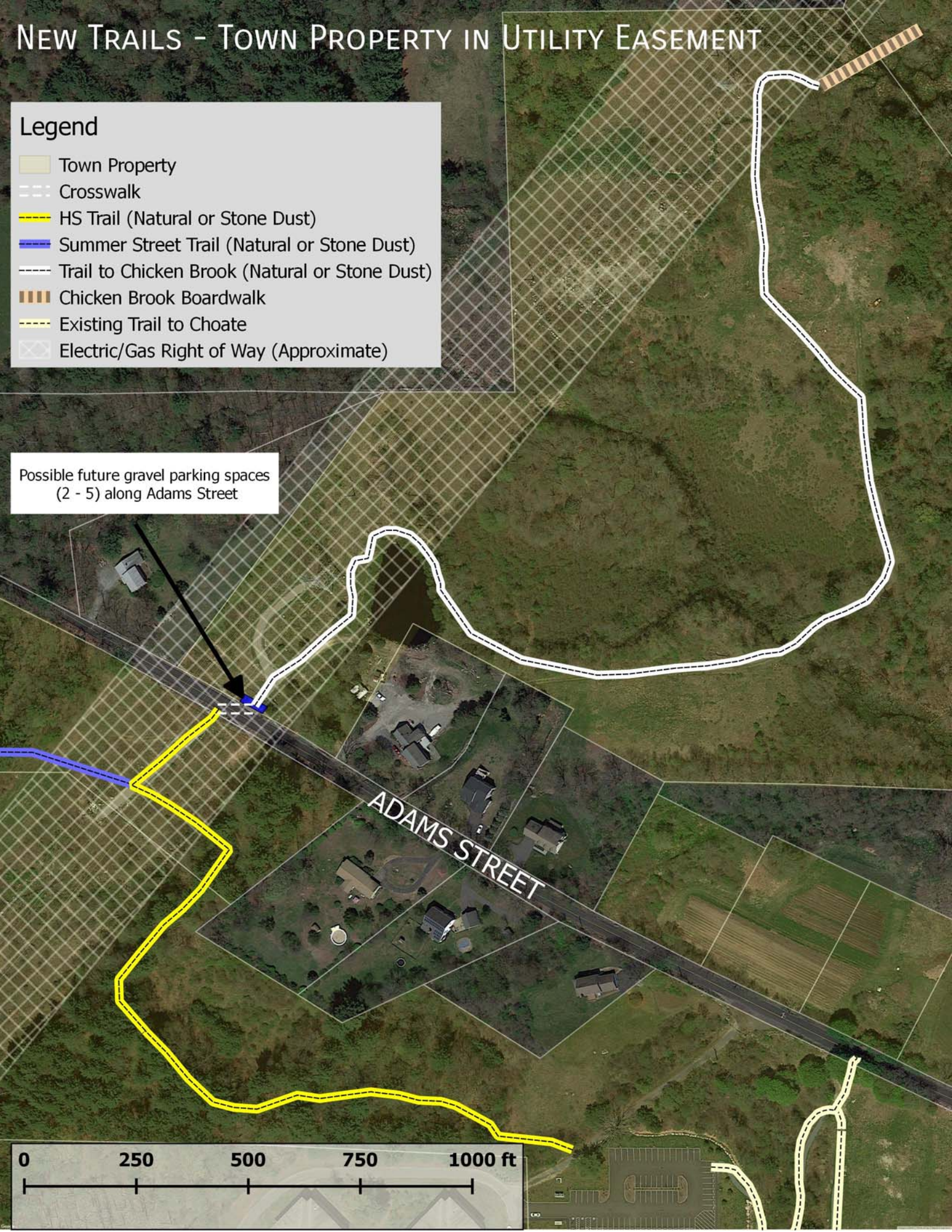
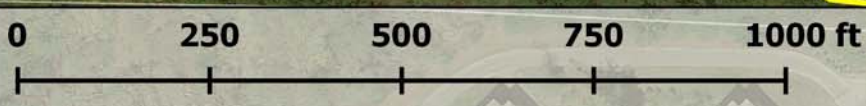
Goal 4: Identify Zoning Practices that Encourage Housing Development that Best Serves Our Community's Needs. Actively promote the use of Zoning Bylaw provisions for the development of duplexes and/or multi-family housing in appropriate locations. Articles 9, 13 and 14.

NEW TRAILS - TOWN PROPERTY IN UTILITY EASEMENT

Legend

- Town Property
- Crosswalk
- HS Trail (Natural or Stone Dust)
- Summer Street Trail (Natural or Stone Dust)
- Trail to Chicken Brook (Natural or Stone Dust)
- Chicken Brook Boardwalk
- Existing Trail to Choate
- Electric/Gas Right of Way (Approximate)

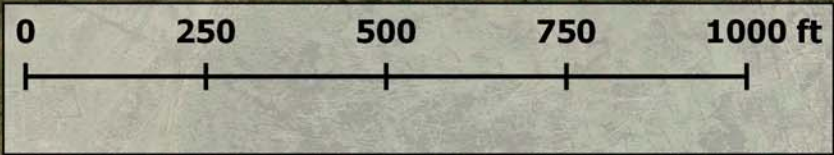
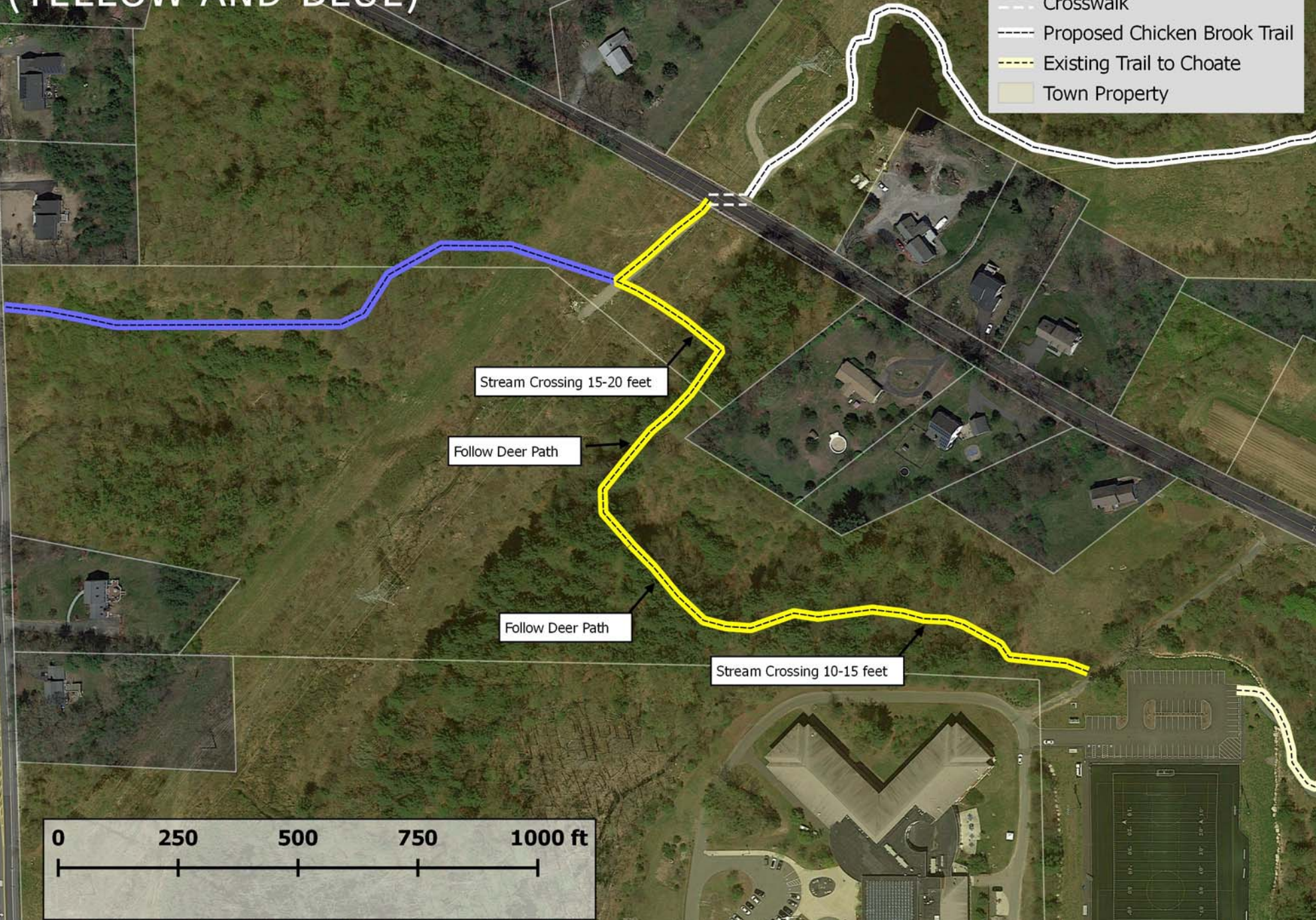
Possible future gravel parking spaces (2 - 5) along Adams Street



PROPOSED TRAIL TO SUMMER STREET (YELLOW AND BLUE)

Legend

- HS Trail
- Summer Street Trail
- Crosswalk
- Proposed Chicken Brook Trail
- Existing Trail to Choate
- Town Property



PROPOSED TRAIL TO CHICKEN BROOK (WHITE)

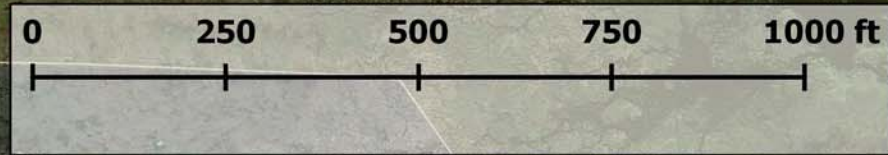
Legend

- Chicken Brook Boardwalk
- Trail to Chicken Brook
- Crosswalk
- Proposed HS Trail
- Proposed Summer Street Trail
- Town Property

This section currently impassable.
Invasives need clearing.
One small crossing is required.
Area is wetlands - cannot fill.
This trail section can't be made accessible.

Follow existing dirt road

Follow existing dirt road



AGENDA

ITEM #8

Approval – One-day Liquor License Requests

1. Medway Youth Football & Cheer – Thayer Homestead – October 21, 2016
2. Maryjane White – Thayer Homestead – December 8, 2016

Associate backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion: I move that the Board approve one day liquor licenses for Medway Youth Football and Cheer and Maryjane White for their events to be held at the Thayer Homestead on October 21 and December 8, 2016 subject to Police Chief's recommendations and proof 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: \$0

All Alcohol Wine and Malt

Event Medway Youth Football & Cheer Adult Social

Event Location Thayer Homestead

Event Date 10/21/16

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

Name of Organization/Applicant Medway Youth Football & Cheer

Address PO Box 22, Medway MA 02053

FID#

Phone

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Is event open to the general public? Y N

Estimated attendance 80

Will there be an age restriction? Y N

Minimum age allowed: 21

How, where and by whom will ID's be checked? At Your Service Bartending

Is there a charge for the beverages? Y N

Price structure:

Cash bar

Alcohol server(s)

Attach Proof of Alcohol Server Training

At Your Service Bartending - should be on file

Provisions for Security, Detail Officer N/A

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

Experience At Your Service Bartending has been a vendor in the past.

The following may be required:

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

Date of Application 9/21/16

Applicant's Signature Aileen Crespi

Applicant's Name Aileen Crespi

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, 1st 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

Allen M. Tingley
Chief of Police

October 5, 2016

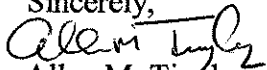
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Medway Youth Football and Cheer Adult Social

I have reviewed the request from Aileen Crespi, from Medway Youth Football and Cheer requesting a one day liquor license, for an adult social to be held at the Thayer House, 2B Oak Street, on October 21, 2016. I approve of the issuance of this one day liquor license with the stipulation that there will be no on-street parking on Mechanic and Oak Street. The alcohol service will be provided by At Your Service Bartending.

Sincerely,


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol Wine and Malt

Event Election Workers Xmas party

Event Location Thayer

Event Date Dec 8, 2016

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

Name of Organization/Applicant Town Clerk

Address 155 Village St

FID# _____

Phone 508 533 3204

Email mwhite@TownofMedway.org

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Is event open to the general public? Y N

Estimated attendance 50

Will there be an age restriction? Y N
Minimum age allowed: there all old

How, where and by whom will ID's be checked? All attendees are
well over 21 years old

Is there a charge for the beverages? Y _____ N X
Price structure: _____

Alcohol server(s) _____
Attach Proof of Alcohol Server Training _____

Provisions for Security, Detail Officer _____

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

Experience Town Clerk

The following may be required:

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

Date of Application _____

Applicant's Signature _____

Applicant's Name _____

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, 1st 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

Allen M. Tingley
Chief of Police

October 5, 2016

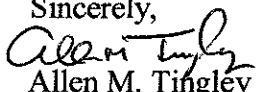
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Mary Jane White for a one day liquor license for a Christmas Party, to be held at the Thayer House, 2B Oak Street, on December 8, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #9

Action Items from Previous Meeting

Associate backup 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	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process (provide annual complaint reports)	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	6/20/2016	MS-4 Permit Requirements & IWRMP	DPS & Mult. Boards	Ongoing

AGENDA

ITEM #10

Approval of Warrants

Warrants to be provided at meeting

AGENDA

ITEM #11

Approval of Minutes

Associated backup materials attached:

- Draft Minutes - April 19, 2016
- Draft Minutes – June 20, 2016
- Draft Minutes - July 11, 2016
- Draft Minutes – August 15, 2016

**Board of Selectmen’s Meeting
April 19, 2016, 7:00 PM
Sanford Hall, Town Hall
155 Village Street
Agenda**

Present: John Foresto, Chair; Maryjane White, Vice-Chair; Richard A. D’Innocenzo, Clerk (7:02 PM); Dennis Crowley, Member.

Absent: Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Tom Holder, Director, Department of Public Services; Stephanie Mercandetti, Community Development Director; Mary Becotte, Communications Director;

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

Public Comments – Exelon PILOT Questions: None.

Public Comments:

Mr. Jim Coyle asked the Board about the proposed improvements for Choate Park. We would like to have a bocce court installed. There are all kinds of things specifically for children at the park but nothing for older residents. It is something that all ages can play. He added that there is a company in Medway that makes the bocce balls. At this time, Mr. Coyle introduced the Southwest Florida Bocce champion, Mr. Mike Leone.

Mr. Leone reiterated that a bocce court would not only be for seniors but for all ages. He noted that when he was in Florida, the courts were full all the time. Courts are generally 12 feet wide and 60-90 feet long. He added that local vendors can install them, and asked the Board to consider it.

Mr. Boynton explained that an Annual Town Meeting request is for the funds to design the upgrades to Choate Park, but does not include funds to actually construct them. He reported that there had been discussion about expanding the EPFRAC committee with representatives from numerous committees including the Board of Selectmen. Chairman Foresto urged residents to send their suggestions to the Town Administrator.

Ms. Traci Stewart asked for guidance on how many signatures are required for a citizens’ petition for Annual Town Meeting or Special Town Meeting. Mr. Boynton responded that both warrants are closed at this time. She has a petition with 164 signatures for an article designed to establish a moratorium on synthetic turf installation on any Town-Owned land for a period of three years June 2016 to June 2019. She read aloud the article language, adding that this is the same warrant article that passed in Concord, Massachusetts and is currently under review. Selectman Crowley asked why this could not wait until the Fall Town Meeting. Ms. Stewart responded that Fall Town Meeting would be too late to get into the design and engineering of proposed improvements at Choate Park.

Mr. Boynton clarified that any petition that is submitted goes onto the warrant as submitted. Town Counsel would review it and give an opinion, but the article would remain unchanged. If there is an amendment from the floor, it falls to the Town Moderator to determine whether it falls within the four corners (scope) of the article. Brief discussion followed.

1
2 Ms. Stewart stated that the Board of Health met on this issue [crumb rubber] in March and expressed
3 disappointment that the Board of Health was talked out of doing anything about it. She reported she
4 went to Washington DC on this matter and has talked with people from the EPA and other entities. She
5 went on to describe the particulates as outlined in documentation she shared with the Board. She
6 believes that the EPA will soon launch a three-year study into the use of crumb rubber. Selectman
7 Crowley theorized that submission of this article at this time will delay development of all the recreational
8 upgrades that are currently being proposed.
9

10 **Public Hearing – Alteration of Alcohol Licensed Premises - Medway Veterans Building Assoc.**
11 **Inc., 123 Holliston St.:**

12 *The Board reviewed the following information: (1) Documentation for Change Request; (2) Letter –*
13 *Kenneth McGovern, President of Medway VFW; (3) Sketch of Proposed Additional Premises; (4) Abutter*
14 *Notification Letter; and (5) Police Chief Recommendation.*

15
16 Present: John Larney, Quartermaster and Treasurer; Joe Antonellis, attorney for the applicant.
17

18 **At 7:16 PM Selectman D’Innocenzo moved that the Board open the public hearing on the Medway**
19 **Veterans Building Association extension of premises request; Selectman White seconded. No**
20 **discussion. Roll call vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**
21

22 Mr. Antonellis, representing the Medway Veterans Building Association, stated that the purpose of this
23 request is to expand the area in which alcohol can be served. The area in question would be fenced off
24 from that of the general public. We are required to come to you for changes in the premises. We
25 appreciate the expediency in which this matter was added to tonight’s agenda. Mr. Larney is the
26 quartermaster and treasurer. If approved this evening, the matter then goes to the ABCC for its review.
27 They want to fence off the pavilion as a separate venue with its own bartender, and they will place
28 outdoor tables and chairs in the area to the right of the pavilion.
29

30 Selectman Crowley asked if it is possible to hold events of 300-400 people without police details or
31 supervision. Mr. Larney responded that he always calls the police for details officers for large parties.
32 We anticipate attendance at these events to be fewer than 100 people.
33

34 Chairman Foresto stated that he talked to the abutters whose concern is music out on the pavilion, and
35 asked that the speakers be pointed away from their bedrooms.
36

37 It was noted that the Town handled the mailing to abutters. A resident asked if there is any time frame on
38 the events and serving alcohol outdoors. Mr. Larney responded that he closes the bar at 10 PM.
39

40 Mr. Boynton stated he was not sure the ABCC has provisions for licenses for premises with two
41 entrances. Brief discussion followed.
42

43 **At 7:22 PM Selectman Crowley moved that the Board close the hearing; Selectman White**
44 **seconded. No discussion. VOTE: 4-0-0.**
45

46 **Selectman White moved that the Board approve the extension of premises request for the Medway**
47 **Veterans Association building to include the outside pavilion, as proposed; Selectman D’Innocenzo**
48 **seconded. No discussion. VOTE: 4-0-0.**
49

50 **Presentation – Trash and Recycling Program Comparison:**

51 *The Board reviewed a Local Community Comparison Chart.*

1
2 Mr. Boynton explained that the contract for trash collection expires in June of 2017. This comparison is
3 like comparing apples to oranges as each community offers different things valued or priced in different
4 ways. At this time increases to fees are not being proposed. An important addition to the program is the
5 cost of debt service as it relates to the DPS Facility.
6

7 Chairman Foresto asked how to obtain input from residents on what they think of the current program and
8 its offerings. Mr. Boynton responded that Ms. Becotte, Communications Director, can do some outreach
9 via social media.
10

11 Continuing, Mr. Boynton reported that the Town wants to research competitors to Waste Management
12 with the idea that there could be a better deal out there.
13

14 Mr. Holder explained that there will be a change in the route schedule. Monday is the heaviest burden in
15 Town and requires two trucks. The change will affect Monday, Thursday and Friday, smoothing out the
16 pickup among those days. Postcards announcing the change will go out to the 480 affected households
17 notifying them that the change will occur on July 11.
18

19 At this time, Selectman Crowley reported that the electronic sign on Pond Street cannot be read. Mr.
20 Holder responded that he was aware of the problem, noting that the message font is too small.
21

22 Selectman Crowley stated that lots of people are complaining about brown water, and it seems to be more
23 than before. Mr. Holder responded that the flushing program began last night and ran from 11 pm – 4 am.
24 This year we are doing shorter runs in each valving sequence. We are required to flush every year, and we
25 usually divide the process into two sessions, spring and fall. By shortening the sequencing, it will be more
26 labor-intensive, but more precise and more effective.
27

28 **Approval – 40B Technical Assistance – MA Housing Partnership:**

29 *The Board reviewed the following information: (1) Memorandum dated April 13, 2016 from the Director*
30 *of Community and Economic Development; and (2) Agreement with MA Housing Partnership.*
31

32 Mr. Boynton reported that the Chapter 40B application has been filed, and part of the requirement is to
33 secure technical assistance. He requested the Board authorize the Chair to sign the aware letter relative
34 to the Timber Crest Estates project.
35

36 **Selectman D’Innocenzo moved that the Board authorize the Chairman to sign the award letter from**
37 **the MA Housing Partnership for consulting services from Ezra Glenn from PPRI, INC on the Timber**
38 **Crest Estates project as requested; Selectman White seconded. No discussion. VOTE: 4-0-0.**
39

40 **Approval – Gale Associates Change Order No. 8– Baseball Field/Storage Building Athletic**
41 **Facility Improvements - \$37,900:**

42 *The Board reviewed a Proposal from Gale Associates.*
43

44 Present: Tom Holder, Director, Department of Public Services.
45

46 Mr. Boynton stated the funds were repurposed from a previous appropriation to help fund the replacement
47 of trailers at the school and add a shed. Mr. Holder added that there was a list of requested items,
48 changing the dugouts and backstops as well as the equipment trailers. The trailers could also store
49 maintenance equipment and other items for use in maintaining the fields.
50

1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute change order**
2 **number 8 with Gale Associates for services related to the High School Baseball field improvements**
3 **in an amount not to exceed \$37,900; Selectman White seconded. Selectman D’Innocenzo asked**
4 **about electrical power. \$4,500 for electrical service is separately quoted but is included in the**
5 **change order. This is in case the decision is made to not install electricity, the rest of the project can**
6 **move forward. Selectman Crowley noted that the project cost is \$162,479 after the change order,**
7 **and asked if there is something exceptional that is driving the cost up. Mr. Holder responded that**
8 **there is nothing out of the ordinary, noting that there is typically a quote of 15% for consultancy,**
9 **and 10% for change order impact. VOTE: 4-0-0. [*Motion amended later in discussion]**

10
11 A resident identifying herself as Andrea Cur asked why Gale Associates is the only one considered.
12 From a taxpayer standpoint, there should be a more thorough review of these kinds of costs. Mr. Holder
13 responded that Gale Associates was originally hired to do the Master Plan. At that time there was a
14 process through Massachusetts Procurement Law and they were selected. They were also selected to do
15 the synthetic turf fields. We are able to do this through a change order. If we were to go out to advertise
16 the project, this could be much more expensive. There are other firms in town and their rates are very
17 much in line with Gale Associates.

18
19 Mr. Boynton stated that the big project is not on the warrant. There will be a formal RFP for services on
20 that as a result of efforts from a citizens committee to define the key elements. There will definitely be a
21 competitive process.

22
23 Selectman Crowley asked about \$750 for miscellaneous reimbursable expenses. Should that have been
24 included in their price? Otherwise those will have to come out of engineering services. He expressed
25 concern that the cost of the electrical installation may be more than anticipated. He suggested that the
26 motion be amended to include those.

27
28 Is there intent to bring electrical power into the storage facility? Mr. Holder responded that there is a
29 pole with power at the site. When the building (three or four bays) is done, we will then see if we can
30 afford to do the electrical. Maybe it should be a \$5,000 change order and remove the design services
31 cost. This would reduce it from \$37,900 to \$32,400. We can come back for additional requests.

32
33 Mr. Paul Mahoney, identifying himself as a Parks Commissioner as well as a member of EPFRAC and
34 CPC, reported that the discussion on whether to install electricity went on for over an hour. We felt it
35 was to be a placeholder for the addition of electric. Selectman Crowley reiterated his preference to hold
36 it out. Mr. Holder theorized that, if it is removed, Gale Associates will not be able to tell us how much it
37 costs to do the electrical. Discussion followed on whether to amend the change order amount not to
38 exceed \$33,400.

39
40 ***Selectman D’Innocenzo amended his motion to reflect authorization to execute the change order**
41 **in an amount not to exceed \$33,400; Selectman White seconded the amendment. No further**
42 **discussion. VOTE: 4-0-0.**

43
44 **Discussion - Recreational Areas Program –Proposed Scope Task List:**

45 *The Board reviewed a Memorandum dated April 13, 2016 from the Town Administrator.*

46
47 Mr. Boynton reported that the Community Preservation Committee was adamant that, even though the
48 scope of the project was reduced, they want it to be design only at this time. He added that a member-at-
49 large would be from the Board of Selectmen. It is an aggressive timeline to have it done by the fall, but
50 definitely in time for the spring.

1 Chairman Foresto cautioned that it will be difficult to get people together over the summer months,
2 adding that this will take strong leadership given that there are a lot of people who all have different
3 agendas for this initiative. Mr. Boynton responded that he believes that the public interest is out there to
4 meet over the summer. Selectman D’Innocenzo stated he was at the meeting and they want a full
5 conceptualization before it goes to design. Selectman Crowley pointed out that there are already ten
6 people on the committee, and Selectman D’Innocenzo is still on the EPFRAC. Why is the Historical
7 Commission being asked to weigh in? Selectman D’Innocenzo responded that the Historical
8 Commission was asking for ideas on the whole area and if there were historical impacts, noting that it
9 might revise funding sources. Selectman Crowley expressed concern that increasing the size of the
10 committee will slow down the process and potentially delay completion of some of the projects if this is
11 not ready to go by Fall Town Meeting. Discussion followed.

12
13 Mr. Paul Mahoney theorized that the Community Preservation Committee would like to see the structure
14 of how it will flow, and that the Friends of Choate are brought into that flow. Can we set up a calendar
15 of meetings to ensure that the process moves forward whether or not all the groups are represented?
16

17 Mr. Boynton admitted that Selectman Crowley may be correct in that getting people together over the
18 summer can be difficult. He expressed concern about participating in a process for a major project that
19 has constituencies throughout the community, and then not getting it approved because enough people
20 didn’t weigh in. Brief discussion followed. Selectman Crowley stated he would prefer to get input from
21 all the groups and see if they are ok with this being ready for the spring.
22

23 Mr. Boynton reminded the Board that it will still need to provide direction for the Community Preservation
24 Committee because the \$450,000 has not yet been authorized. Selectman Crowley expressed concern that
25 the completion date could be in jeopardy. Mr. Boynton responded that they [CPC] need to take a formal
26 vote on the \$450,000 so that the money for the article can be approved.
27

28 Ms. Traci Stewart asked about the Playground Committee. Mr. Boynton responded that there was one
29 that slowly fell apart because nothing happened. Those people who volunteered and participated in the 6-
30 8 meetings that did take place could be invited to participate again. Discussion followed.
31

32 **Approval – One-Day Liquor License Applications:**

33 *The Board reviewed Applications and Police Chief Recommendations for the following: (1) Medway Veterans,*
34 *Medway VF May 4 through June 20, 2016; (2) Barbara Strachan, Thayer Homestead, May 22, 2016; and*
35 *(3) Leslie Guyette, Thayer Homestead, June 19, 2016.*
36

37 **Selectman D’Innocenzo moved that the Board approve 30 one-day licenses for the Medway**
38 **Veterans Association for various events to take place at the Medway Veterans building from May 4,**
39 **2016 through June 2, 2016, and for Barbara Strachan and Leslie Guyette for their events to be held**
40 **at the Thayer Homestead on May 22 and June 19, 2016 as requested; Selectman White seconded.**
41 **Chairman Foresto asked that the Board of Selectmen receive notification of each event with the**
42 **Police Chief recommendation. VOTE: 4-0-0.**
43

44 **Approval – Special Event Permit Applications:**

45 *The Board reviewed the following information: (1) Public Event Application from Caroline Genco for*
46 *fundraiser ride; and (2) Email from David Consigli for Turkey Trot.*
47

48 **Selectman D’Innocenzo moved that the Board approve special event permits for the Christina**
49 **Clarke Genco Foundation INC. fundraiser ride on May 8, 2016 and the 6th Annual Turkey Trot**
50 **5K on November 24, 2016 subject to the Police Chief’s recommendations; Selectman White**
51 **seconded. No discussion. VOTE: 4-0-0.**

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Action Items From Previous Meeting:

The Board reviewed the Action Items List.

It was noted that work on the Brentwood project is nearing completion.

Selectman Crowley reported that the contract for the Route 109 contract has been signed, and the first construction meeting is being set up. Until we meet with the general contractor, we cannot announce a construction start date.

After brief discussion, it was decided that the item referring to solid waste fee could be deleted.

Approval of Warrants:

The Board reviewed Warrants 16-41, 16-43P and 16-43SP.

Selectman D’Innocenzo, Clerk, read aloud Warrants 16-41, 16-43P and 16-43SP, presented for approval:

16-41P	Town Payroll	\$	326,495.13
16-43P	town payroll	\$	337,946.58
16-43SP	School payroll	\$	818,460.28
	TOTAL		\$1,482,901.99

Selectman D’Innocenzo moved to approve the Warrants as read; Selectman White seconded. No discussion. VOTE: 4-0-0.

Approval of Minutes:

The Board reviewed draft minutes from meetings held on 2/1/16, 2/5/16 and 2/16/16.

Selectman D’Innocenzo moved that the Board approve public session minutes from February 1, 2016, as presented; Selectman White seconded. No discussion. VOTE: 3-0-1 – Crowley abstained.

Selectman White moved that the Board approve public session minutes from February 5, 2016, as presented; Chairman Foresto seconded. No discussion. VOTE: 3-0-1 Crowley abstained.

Selectman White moved that the Board approve public session minutes from February 16, 2016, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.

Town Administrator’s Report:

Mr. Boynton reported that the water main flushing has been completed.

While there are no changes from the Governor’s Budget, Mr. Boynton remained optimistic that Medway will come out ahead in the final budget on state aid.

Selectmen’s Reports:

Selectman Crowley asked if the Streets and Walkways List could be posted online with a caveat that it is subject to change and based on available funding.

Chairman Foresto thanked Ms. Potter and all Town Hall staff as well as the Department of Public Services for their efforts in the recent Clean Sweep. Over 200 people participated. We did all the major roads. He noted that the amount of heavy metal items in the first year was unbelievable, while this year

1 (after four years) was mostly road trash. People are taking charge of their items and controlling what
2 ends up on the roadside.
3
4

5 **At 8:35 PM Selectman D’Innocenzo moved that the Board enter into Executive Session under**
6 **Exemption 3 to discuss strategy with respect to collective bargaining or litigation if an open meeting**
7 **may have a detrimental effect on the government entity’s bargaining or litigating position**
8 **[COMMCAN, Inc. Registered Marijuana Dispensary, Cultivation & Processing Facility] if the**
9 **Chair so declares; and further, under Exemptions 3 and 6 to consider the purchase, exchange,**
10 **taking, lease, or value of real property if such discussion may have a detrimental effect on the**
11 **negotiating position of the governmental body [Exelon West Medway, LLC and Exelon West**
12 **Medway II, LLC, Energy Facilities Siting Board, 181 Main Street, 54R Adams Street, Review of**
13 **6/15/15, 7/6/15, 7/20/15 & 8/17/15 Executive Session Minutes and Vote on Their Release], not to**
14 **return to public session; Selectman White seconded. The Chair did so declare. No discussion.**
15 **Roll Call Vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**
16
17
18

19 Respectfully submitted,
20 Jeanette Galliardt
21 Night Board Secretary

Board of Selectmen's Meeting
June 20, 2016, 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk; Dennis Crowley, Member; and Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Stephanie Mercandetti, Community Development Director; Tom Holder, Director, Department of Public Services; Jeffrey Lynch, Fire Chief.

Others Present: Andy Rodenhiser, Chair, Planning and Economic Development Board.

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

Public Comments: None.

Reorganization of Board (Chair, Vice Chair and Clerk)

There were no background materials.

Chairman Foresto thanked the Town Administrator, Town Departments, and Town Boards and Committees for their hard work this past year.

Chairman Foresto nominated Glenn Trindade to serve as Chair of the Board of Selectmen; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.

Selectman Crowley nominated Maryjane White to serve as Vice Chair of the Board of Selectmen; Chairman Trindade seconded. No discussion. VOTE: 5-0-0.

Selectman Foresto nominated Richard D'Innocenzo to serve as Clerk of the Board of Selectmen; Chairman Trindade seconded. No discussion. VOTE: 5-0-0.

Selectman Foresto and Chairman Trindade switched seats.

Selectman Crowley noted that the past year was a tough one with two major projects. He stated that Selectman Foresto remained very neutral showing great patience in allowing people to express their opinions. Board members concurred.

Discussion – Eversource Security Fencing on West Street

There were no advance background materials. Three posters were displayed during the meeting.

Present: Stephanie Mercandetti, Community Development Director; Andy Rodenhiser, Chair, Planning and Economic Development Board; Eversource representatives: Jack Lopes, Community Relations; Bill Blanchard, Project Manager; John Ziko, Substation Engineering.

Mr. Lopes reported there have been multiple meetings on this project out on West Street. We will present a construction timetable and basic components of the project.

1
2 Mr. Blanchard reported that this substation was one that was chosen for upgrades for security purposes.
3 Upgrades include replacement of the existing chain link with a more secure fence that is difficult to climb
4 over or dig under, plus it is only 15% transparent. This fence could be 10 feet, 15 feet, or 20 feet in
5 height, depending on its location on the site. The fence will be replaced within the existing footprint of
6 the substation.
7

8 Utilizing large photographs and plans, Mr. Blanchard pointed out the perimeter of the installation, and where
9 the ten foot fence would be located at the entrance gate. The fence will get taller as it gets closer to the
10 control house. Mr. Lopes has met with some of the abutters who have expressed no objections. On the third
11 poster, there were “before” and “after” shots. Brief discussion followed on existing landscaping and the
12 potential for additional landscaping (trees) to further shield the view.
13

14 Ms. Stephanie Mercandetti, Community Development Director, reported that this project did not trigger a
15 meeting with the Zoning Board of Appeals. This could be considered a modification for site plan review.
16 Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board theorized that something this
17 extensive should have been presented as part of the Site Plan. This is more than replacing the fence.
18 With the visual impact, and the amount of attention that this site has received, it should be closely
19 reviewed. We would be remiss in not holding a meeting on it. Mr. Blanchard stated he has no objection
20 to meeting with the Planning Board.
21

22 Mr. John Ziko added that this was a separate project that was not tied to the Plan that came to the
23 Planning Board. Mr. Blanchard was not aware of the Planning Board meeting.
24

25 Selectman Foresto expressed concern that power has been turned off in the middle of the day for 20
26 businesses without notice, significantly impacting those businesses. There have been three major outages
27 this year, and people have lost a lot of money due to the loss of business.
28

29 Selectman Crowley stated that Eversource has not been a good neighbor in Medway from the beginning.
30 Reiterating Selectman Foresto’s comments, there have actually been five outages. One of the restaurants
31 lost a lot of food in refrigerators, and The Muffin House lost power to ovens resulting in the loss of
32 sixteen dozen muffins. Abatement funds are sitting in an account and we cannot touch those funds.
33

34 The Board’s recommendation was to refer it back to the Planning Board, and encouraged Mr. Blanchard
35 to work with Susy Affleck-Childs, Planning and Economic Development Coordinator, in getting on the
36 Planning Board agenda.
37

38 **Presentation - Stormwater Management Presentation**

39 *The Board reviewed the following information: PowerPoint presentation entitled “Medway’s Stormwater
40 Management Program & NYDES MS4 Permit”.*
41

42 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan, Kleinfelder.
43

44 Mr. Holder provided a brief introduction. Ms. Ryan stated she will move quickly through the
45 presentation, focusing on the grant and the funding options.
46

47 Utilizing a PowerPoint presentation, Ms. Ryan explained what the permit means and provided
48 descriptions of basic components. The current estimated annual program costs are \$275,000 but the
49 community should be increase that figure to \$475,000 each year to cover costs or requirements that may
50 be presently undefined or unanticipated. She briefly reviewed the requirements at different levels, i.e.,
51 during the second year, during the first five years, and other points during the 20-year plan. Discussion

1 followed. Is there too much parking [impervious surface] being required which affect the amount of
2 runoff and stormwater? Mr. Rodenhiser reported that the Planning Board is already looking at this.

3
4 Ms. Ryan continued with the presentation, explaining the grant and the timeline requirements. The red
5 shading represents when something is due, while the blue is when Medway should begin another task so
6 that the resulting impact is minimized. Mr. Rodenhiser asked what “site selection” meant. Ms. Ryan
7 responded that it means identification of potential locations can begin, possibly around year 4. Chairman
8 Trindade theorized that the acquisition of land should begin sooner than year 4 as it takes a long time to
9 complete the purchase. Mr. Rodenhiser asked if there is a way to determine areas of town that may need
10 increased attention, i.e. more land for runoff or filtration versus others that use less. Selectman Crowley
11 cautioned that the planning needs to begin, but not necessarily the purchase of land. Those acquisitions
12 could happen later, maybe five or ten years down the road.

13
14 Selectman Foresto asked how Medway might suffer if surrounding communities do not do what they are
15 supposed to. Ms. Ryan responded that, if Medway executes its plan, it would need to be in compliance
16 with the permit.

17
18 Funding options for the Stormwater Program could include:

- 19 A. Tax Override/General Fund
- 20 B. Municipal Water Infrastructure Investment Fund
- 21 C. Stormwater Utility (user fee) which would be based on percentage of impervious surface on any
22 property. This would require a Town Meeting vote to establish.

23
24 Mr. Rodenhiser suggested laying out the timetable sooner so that residents could begin planning their
25 upgrade projects, i.e., driveways or parking lots. Chairman Trindade expressed concern that the hard part
26 is getting the word out to people so they can begin that planning.

27
28 Mr. David Blackwell, 2 Milford Street, asked what methods would be employed to encourage property
29 owners to mitigate their discharge. If property owners with the same square footage have differing
30 mitigations, what is an equitable way of applying the user fee? Discussion followed on budget changes,
31 projections, criteria for a user fee, etc.

32
33 Brief discussion followed on recommended next steps in FY17, it is anticipated that there will be an
34 updated presentation in July. Selectman Crowley expressed concern that that there needs to be a way to
35 track progress and goal attainment. This could be a list of tasks with associated timeline points for the
36 next 12, 18, or 24 months.

37
38 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension**

39 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director of*
40 *the Department of Public Services; (2) 2012 Master Service Contract; and (3) Proposed Amended Contract.*

41
42 Present: Tom Holder, Director, Department of Public Services.

43
44 Mr. Holder stated he would like to extend the existing contract for two additional years. We are well
45 served by this company and strongly recommend this. The funds will come out of our operational budget
46 and also augmented by grant funds.

47
48 Selectman Crowley expressed concern that there is no fee identified in the contract. Mr. Holder
49 responded that the fee structure comes from the consultants. This approval generates a letter of
50 understanding. He added that he could ask them to provide a rate structure.

51

1 Chairman Trindade suggested this matter be postponed until the next meeting; the Board concurred.

2
3 **Approval – 2 Year Contract for Road Servicing – TASCOC Construction, Inc. - \$200,000**

4 *The Board reviewed the following information: (1) Memorandum dated June 2, 2016 from the Director of*
5 *the Department of Public Services; and (2) Contract.*

6
7 Mr. Holder stated this is part of our annual contracts. We had renewed a contract with a local group
8 which did not work out. This is the lowest responsive bidder and we checked out their references.

9
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a two-year contract**
11 **with TASCOC Construction, Inc. for asphalt and concrete repair and catch basin structure**
12 **adjustments in an amount not to exceed \$200,000, and subject to funding in year 2; Selectman**
13 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

14
15 **Approval –2 Year Contract for Sewer Jet Cleaning & Inspections - Clogbusters Underground**
16 **Technologies, Inc. - \$10,000**

17 *The Board reviewed the following information: (1) Memorandum dated June 20, 2016 from the Director*
18 *of the Department of Public Services; and (2) Contract.*

19
20 Mr. Holder reported that this is a renewal of an existing contract. This company performs all the high-
21 pressure sewer and drain cleaning as the Town does not have that kind of equipment.

22
23 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**
24 **Clogbusters Underground Technologies in an amount not to exceed \$10,000, and subject to funding**
25 **in year 2; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26
27 **Contract Approval – On Call Planning and Grant Writing Services – PGC Assoc.**

28 *The Board reviewed the following information: (1) Memorandum from Susan Affleck-Childs, Planning*
29 *and Economic Development Coordinator; and (2) Contract.*

30
31 Mr. Rodenhiser reported that Mr. Gino Carlucci, who is associated with MAPC, also serves as a liaison to
32 SWAP. He helps the Planning Board with writing complicated decisions and the reports that will support
33 those decisions as well as consulting services looking at maps and researching boundaries. This contract
34 provides that Mr. Carlucci is also available to other Town departments. Billing is for on call services, and
35 not a fee for the contract period.

36
37 **Selectman Foresto moved that the Board authorize the Chairman to execute a three-year contract**
38 **with PGC Associates for consulting planning services; Selectman D’Innocenzo seconded. No**
39 **discussion. VOTE: 5-0-0.**

40
41 **Contract Approval – Ambulance Billing Services – Pro-EMS Solutions:**

42 *The Board reviewed the Contract.*

43
44 Fire Chief Jeffrey Lynch reported that three bids were submitted. Our collection rate has increased
45 substantially and they have done a great job for us.

46
47 **Selectman D’Innocenzo moved that the Board execute a contract with Pro-EMS Solutions, Inc. for**
48 **ambulance billing and collection services in an amount not to exceed 4% of collected revenue, as**
49 **requested; Selectman White seconded. It was noted that the current contract has expired. VOTE: 5-0-0.**

50
51 **Approval – Contract with Bulldog Fire Apparatus for Engine 2 Refurbishment - \$76,700:**

1 *The Board reviewed a Draft Contract. It was noted that the final contract is in process.*

2
3 Chief Lynch briefly outlined the components of the refurbishment.

4
5 **Selectman D’Innocenzo moved that the Board award a contract for the refurbishment of Fire**
6 **Engine 2 to Bulldog Fire Apparatus, Inc. in the amount of \$76,668, with said total including bid**
7 **alternates 1 - \$3,492.00 and 2 - \$1,880.00, and to further authorize the Town Administrator to**
8 **execute the contract and approve any additional repairs to the vehicle identified during the**
9 **refurbishment process not to exceed \$20,000; Selectman Foresto seconded. Selectman Crowley**
10 **expressed concern that there was no performance bond, Town Counsel approval or certificate of**
11 **insurance. Selectman D’Innocenzo amended his motion the contract will be awarded subject to the**
12 **receipt of these items; Selectman White seconded the amended motion. No further discussion.**
13 **VOTE: 4-1-0 Crowley oppose.**

14
15 **Contract Award – Specialty Vehicles, Inc. for Purchase of New Ambulance - \$259,686:**

16 *The Board reviewed the following information: (1) Contract; (2) Sales Contract; and (3) Cost Detail.*

17
18 Chief Lynch stated that this purchase is to replace an ambulance, not adding one. This particular one
19 includes a new stretcher system which is required by a new law. It helps to reduce back injuries during
20 transport. Responding to a question from Selectmen White, Chief Lynch stated that putting this
21 ambulance into service will help the Town move to an all-ALS service. Once ordered, the ambulance
22 should be delivered in approximately 120 days. Existing vehicles are showing their wear.

23
24 **Selectman D’Innocenzo moved that the Board award a contract for the purchase of a new ambulance**
25 **and related equipment to Specialty Vehicles, Inc. of North Attleborough in the amount of \$259,686**
26 **and authorize the Town Administrator to execute the contract once the certificate of insurance, Town**
27 **Counsel review, tax compliance report from Town Accountant and certificate of authority have been**
28 **received; Selectman Foresto seconded. No discussion. VOTE: 4-1-0 – Crowley oppose.**

29
30 **Contract Approval – Consulting Services Related to Appellate Tax Board Cases – George E.**
31 **Sansoucy, P.E. LLC:**

32 *The Board reviewed the associated Contracts.*

33
34 **Selectman Foresto moved that the Board authorize the Chairman to execute three contracts with**
35 **George Sansoucy for Appellate Tax Board cases for NStar Electric, Bay State Gas, and Bell**
36 **Atlantic in mounts not to exceed \$10,000, \$10,000 and \$2,000 respectively, as presented; Selectman**
37 **D’Innocenzo seconded. It was noted that Town Counsel does not sign off until all associated**
38 **documents are received. VOTE: 5-0-0.**

39
40 Chairman Trindade announced that it is the intention of the Board that all contracts will have all
41 supporting documents provided before they are placed on a meeting agenda.

42
43 **Approval – Inter-municipal Agreement with Millis for Animal Control Services:**

44 *The Board reviewed the Agreement.*

45
46 It was noted that this is contract is for only three years because Millis cannot enter into a contract for a
47 period longer than that.

48
49 **Selectman Foresto moved that the Board approve an Inter-Municipal Agreement with the Town of**
50 **Millis for Animal Control Services for a three-year period; Selectman D’Innocenzo seconded. No**
51 **discussion. VOTE: 5-0-0.**

1
2 **Discussion/Vote – Counsel Representation for Cable License Renewal Process**

3 *There were no background materials.*

4
5 Selectman Foresto explained that the Cable Committee was not happy with this person’s performance.
6 Brief discussion followed.

7
8 **Selectman Foresto moved that the Board vote to terminate the services of Peter Epstein relative to**
9 **representation for Cable License Renewal processes; Selectman D’Innocenzo seconded. No**
10 **discussion. VOTE: 5-0-0.**

11
12 **Approval – One-Day Liquor License Requests**

13 *The Board reviewed applications and Police Chief recommendations for the following individuals for*
14 *their respective Thayer Homestead events: (1) Steve & Sue Houde – July 8, 2016; (2) Michael Josephs –*
15 *July 9, 2016; (3) Patrick Smith –July 22, 2016; (4) Brittany O’Malley – July 23, 2016; and (5) Tom*
16 *Amlicke –July 31, 2016.*

17
18 **Selectman D’Innocenzo moved that the Board approve one-day liquor licenses for Steve & Sue**
19 **Houde, Michael Josephs, Patrick Smith, Brittany O’Malley, and Tom Amlicke on the dates**
20 **requested for their respective events at the Thayer Homestead subject to the Police Chief’s**
21 **recommendations and evidence of appropriate insurance coverage. No discussion. VOTE: 5-0-0.**

22
23 **Annual Committee Appointments (cont.)** (see list at end of agenda)

24 *The Board reviewed the FY17 List of Reappointments and Vacancies.*

25
26 Ms. Potter, Assistant Town Administrator, reported that these were not available for review at the last
27 meeting.

28
29 Chairman Trindade read aloud the existing vacancies on the following groups: Cemetery Commission,
30 Council on aging, Disability Committee, Energy Committee, Historical Commission, Medway Cultural
31 Counsel, and Pride Day Committee.

32
33 **Selectman Foresto moved that the Board reappoint the incumbent Board and Committee members**
34 **as listed on the summary sheet for the customary terms associated with their respective boards and**
35 **committees; Selectman White seconded. No discussion. VOTE: 5-0-0.**

36
37 **Assignment of Board of Selectmen Liaison Designations**

38 *The Board reviewed a proposed list of Liaison Assignments.*

39
40 Brief discussion followed on the assignments. Board members expressed no objections to the list as
41 presented.

42
43 **Approval of Warrants**

44 *The Board reviewed Warrants 16-52 and 16-52S.*

45
46 Selectman D’Innocenzo read loud Warrants 16-52 and 16-52S, dated 6/23/16, presented for approval:

47
48

16-52S School	Expense \$446	,791.85
16-52 Town	Expense \$487	<u>,778.28</u>
TOTAL		\$934,570.13

49
50
51

1 **Chairman Trindade moved that the Board approve Warrant as read; Selectman White seconded.**
2 **No discussion. VOTE: 5-0-0.**

3
4 **Approval of Minutes**

5 *The Board reviewed draft minutes from December 21, 2015.*

6
7 **Selectman White moved that the Board approve the minutes of December 21, 2015 as written;**
8 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

9
10 **Town Administrator's Report**

11 Mr. Boynton reminded the Board of Missy Dziczek's retirement party at the Senior Center.

12
13 The next Board of Selectmen meeting will be July 11.

14
15 The Sign Bylaw Review Task Force will be meeting tomorrow, and Town Counsel will be present.

16
17 The new Direct Tire store will be having a ribbon cutting early in July. Mr. Boynton asked Board
18 members to contact the Assistant Town Administrator if available to attend.

19
20 **Selectmen's Reports**

21 Selectman Crowley extended congratulations to the high school baseball team who made it to the semi-
22 finals. He also announced that the contract with the State for the Route 109 Project has been signed.

23
24 Selectman White reported that students at the Memorial School planted gardens and later harvested the
25 bounty. She also stated she would be attending the Suffolk University commencement where two staff
26 members are receiving diplomas.

27
28 Selectman D'Innocenzo reported that the scholarship alumni game was played at the Maddie Lamson
29 Field this past Saturday.

30
31 Selectman Foresto reported that the ribbon cutting for the new Maker Space at the public library will be
32 Saturday morning, June 25.

33
34 Selectman Foresto reminded residents that Medway Family Day will be held on July 16, 2 – 9 PM.
35 There will be a climbing wall, pony rides, racetrack, music, Clafin Hill Music and fireworks in the
36 evening. Food is reasonably prices, and all events are free.

37
38
39 **At 8:47 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.**
40 **VOTE: 5-0-0.**

DRAFT

Board of Selectmen's Meeting
July 11, 2016 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: Glenn Trindade, Chair; Maryjane White, Vice-Chair; Richard A. D'Innocenzo, Clerk; Dennis Crowley, Member; John Foresto, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Allen Tingley, Police Chief; David D'Amico, Deputy Director, Department of Public Services; Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

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

Public Comments: None.

Approval – Inter-fund Borrowings for Ambulance- \$140,000, Septic Betterment Loan - \$200,000, and Brentwood Drainage Project - \$55,000:

The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Finance Director; (2) DLS Advance of Funds in Lieu of Borrowing Forms for Each Project; and (3) Brentwood Project Spending Report.

Present: Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

Ms. Pratt reported that the plan is to have the Board execute the borrowings tonight, and authorize two additional ones for a total of \$2.9 million. "Inter-Fund" means that the Town has the funds on hand to cover the borrowing. These actions will allow the specified departments to move forward with projects while awaiting the funds to be replaced in the fall. Responding to a question from the Board, Ms. Russo stated the funds will generally come from the Stabilization Fund and General Fund. Discussion followed on interest rates and current account balances.

Selectman Foresto moved that the Board vote to approve the Advance of Funds in Lieu of Borrowing Authorizations for the projects and in the amounts requested; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.

Approval – Contract with Tetra Tech for Engineering & Consulting Services:

The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Planning and Economic Development Coordinator; and (2) Contract.

Mr. Boynton stated that this is a general services "blanket" contract with Tetra Tech. Most reviews are paid for out of a separate fund when the work is for the Planning Board. This contract is for other field work performed for the Town. There is a slight increase in the hourly fees from the previous contract, yet the rates are below what is considered "market" rate.

Selectman Foresto asked if this contract is in lieu of having professional engineer on staff. How much was spent last year? Mr. Boynton responded FY16's expense relative to this contract was \$110,000 and \$75,000 of it was spent on Planning Board services. This is a two-year contract.

1
2 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Tetra**
3 **Tech for Consulting & Engineering Services, as presented; Selectman D’Innocenzo seconded. No**
4 **discussion. VOTE: 5-0-0.**

5
6 **Approval – Contract with Sansoucy P.E. LLC for Utility Valuation Services - \$6,000:**

7 *The Board reviewed the following information: (1) Memorandum dated July 6, 2016 from the Assessors;*
8 *and (2) Contract.*

9
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**
11 **Sansoucy for utility valuation services in an amount not to exceed \$6,000; Selectman D’Innocenzo**
12 **seconded. No discussion. VOTE: 5-0-0.**

13
14 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension:**

15 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director*
16 *of the Department of Public Services; (2) Kleinfelder Fee Schedule; (3) 2012 Master Service Contract;*
17 *and (4) Proposed Contract Amendment.*

18
19 Present: David D’Amico, Deputy Director, Department of Public Services.

20
21 Mr. D’Amico stated this contract is for work centered on changes in regulations. \$39,000 was spent this
22 year on storm related work. \$82,000 will be spent on work relative to the study that is coming up.

23
24 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract amendment**
25 **with Kleinfelder Northeast, Inc. as presented; Selectman D’Innocenzo seconded. No discussion.**
26 **VOTE: 5-0-0.**

27
28 **Approval – Contract with Giombetti Electric, Inc. for Installation of Generator Key Interlock**
29 **System at High School - \$24,039:**

30 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*
31 *of the Department of Public Services; and (2) Contract.*

32
33 Mr. D’Amico stated the department was looking for an emergency shelter. The generator at the high
34 school is not powerful enough if there were a significant number of people being housed there. The
35 installation identified in this contract gives us the infrastructure to support a sizable generator that would
36 power the school.

37
38 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**
39 **Giombetti Electric, Inc. for the installation of a generator system in an amount not to exceed**
40 **\$24,039, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

41
42 **Approval – Contract with TASCOC Construction, Inc. for Culvert Repair & New Drainage -**
43 **\$143,000:**

44 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*
45 *of the Department of Public Services; and (2) Contract.*

46
47 Mr. D’Amico reported that a culvert collapsed on Village Street, and we need to repair the culvert and
48 then repave the road. This has been on the wait list for some time.

1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute a contract with**
2 **TASCO Construction for culvert repairs and new drainage in an amount not to exceed \$143,000;**
3 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

4
5 **Approval – Location of a Swimming Pool within Drainage Easement - 15 Tulip Way:**

6 *The Board reviewed the following information: (1) Quitclaim Deed; (2) As-built Plan; and (3) Map*
7 *showing easement and placement of pool.*

8
9 Selectman Crowley explained that a resident was installing a pool and learned that there was an easement
10 in that location. DPS staff investigated and found that the easement could be moved approximately 20
11 feet away from the pool location and still accommodate the Town’s drainage needs. Town Counsel
12 advises that the Town cannot grant a permanent easement now, but can grant a temporary easement and
13 put the matter on the Fall Town Meeting warrant. Selectman Crowley asked that the Department of
14 Public Services issue a letter stating that there is no impact on the use of the drainage easement if it is
15 shifted to the side. Discussion followed.

16
17 **Selectman Foresto moved that the Board grant temporary authorization for the location of a**
18 **swimming pool by the owner within the Town’s drainage easement at 15 Tulip Way. Said location**
19 **shall not interfere with the function and purpose of the drainage easement and shall be approved**
20 **by the Medway Department of Public Services prior to installation of the swimming pool. Further,**
21 **the owner shall provide on or before September 1, 2016 a survey plan prepared by a Registered**
22 **Surveyor detailing proposed revised easement boundaries that exclude the new swimming pool**
23 **location, with the understanding that the owner proceeds at his own risk and that this matter will**
24 **be presented to Town Meeting which must approve any actual easement relocation; Selectman**
25 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26
27 **Grant Expenditure Authorization – Green Communities Competitive Grant - \$216,577:**

28 *The Board reviewed the following information: (1) Letter/Grant Award; and (2) Grant Proposal, voted*
29 *by the Board at its March 21, 2016 meeting.*

30
31 Mr. Boynton explained the specific amounts noted within the grant award letter, as follows:

- 32
33 \$89,988 -- Various Streets in Town, Streetlights Conversion to LEDs;
34 \$87,495 -- Medway Police Department Headquarters, Install an Energy Management System;
35 \$12,386 -- Medway Fire Station #1, Retrofit Lights with LEDs and Install New Sensors; and
36 \$26,708 – Medway Library, Retrofit Lights with LEDs and Install New Sensors
37

38 **Selectman D’Innocenzo moved that the Board authorize the expenditure of the Green Communities**
39 **Competitive Grant in the amount of \$216,577; Selectman White seconded. No discussion.**
40 **VOTE: 5-0-0.**

41
42 **Discussion/Vote – Chapter 70 Resolution – Medway School Committee:**

43 *The Board reviewed the following information: (1) Correspondence, Medway School Committee; and*
44 *(2) Chapter 70 Resolution.*

45
46 Mr. Boynton provided a brief explanation of the Foundation Budget Review Committee initiative to
47 secure increased education funding. Selectman Crowley asked where the money will come from. Mr.
48 Boynton responded that he will ask the School Committee to meet with the Board to explain it.

49
50 The Board opted to take no action on this matter. Mr. Boynton will try to schedule the School Committee
51 to come in on August 1.

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Approval – One-Day Liquor License Requests:

The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead events: (1) Suzanne Giangarra -- July 24, 2016; (2) Laurie Insel – August 6, 2016; (3) Tricia Sharpe – August 7, 2016; (4) Matt Zajac – August 19, 2016; (5) Judi Notturmo – August 21, 2016; (6) Martha White – September 1, 2016; and (7) Peter & Kristin Sigrist – September 5, 2016.

Selectman Foresto moved that the Board authorize one-day liquor licenses for Suzanne Giangarra, Laurie Insel, Tricia Sharpe, Matt Zajac, Judith Notturmo, Martha White and Kristen & Peter Sigrist for their events at the Thayer Homestead on July 24, August 6, August 7, August 19, August 21, September 1 & September 5, 2015 respectively, subject to the Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman D’Innocenzo seconded. It was noted that Chief Tingley says there have been no issues with the events held at this venue. No further discussion. VOTE: 5-0-0.

Action Items from Previous Meeting:

The Board reviewed the Action Item List.

Mr. Boynton reported that the Route 109 project has been given a green light. Signage will go up to announce that the project will be starting. Public meetings will be held in the next couple of weeks to update businesses and residents.

Mr. Boynton noted that work on the DPS Facility has been on hiatus since original cost estimates came in, adding that the market has changed substantially since planning began. He indicated he would like to resurrect this as the Town’s financial status will be clarified in the coming weeks. Discussion followed.

Regarding Recreational Facility Improvements, Mr. Boynton stated that correspondence has gone out to various committees and boards that will play a role in this project. The EPFRAC committee is already in existence, and they have asked for representatives from the Historic District Commission, Finance Committee and Friends of Choate. Those names should be submitted to the Town Administrator’s office as soon as possible. Selectman Crowley expressed concern that a group of 20 members might have a difficult time getting anything accomplished. Chairman Trindade emphasized that all participating groups have to be present so that a quorum is available at every meeting, and let those people know that there will be an accelerated meeting schedule. Discussion followed on whether a member should be removed from the committee if they miss two consecutive meetings. Selectman D’Innocenzo, EPFRAC Chair, suggested that each member designate an alternate who can attend the meeting in their place and submit that name to the Town Administrator. Lastly, Chairman Trindade expressed concern that the group’s activities might vary somewhat from the scope of the article and suggested a discussion with Town Counsel. Mr. Boynton did not think the group’s activities would be a problem.

Approval of Warrants:

There was no Warrant to approve.

Approval of Minutes:

The Board reviewed draft minutes from public sessions held on March 21, 2016; April 4, 2016 and May 9, 2016.

Selectman Crowley moved that the Board approve the public session minutes from March 21, 2016, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

Selectman Crowley asked for clarification of a section of the April 4, 2016 minutes. The Board opted to hold review of these for the time being.

1
2 **Selectman Foresto moved that the Board approve the public session minutes from May 9, 2016, as**
3 **presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**
4

5 **Town Administrator's Report:**

6 Mr. Boynton expressed appreciation to the Fire Department for their efforts last week battling a recent
7 house fire and a stables fire. He reported that all the horses were saved, mostly due to the water wall.
8 Ms. Brenda Hamblin, Animal Control Officer, was instrumental in keeping the animals calm and safe.
9 The barn was also saved. Other communities provided assistance, and there was no serious injury to
10 firefighters.

11
12 Mr. Boynton also provided brief updates on road and sidewalk improvements and the State budget. He
13 reported that the FY2016 final amount collected under the Meals Tax was \$138,000.
14

15 **Selectmen's Report:**

16 Selectman Crowley asked for an update on the proposed assisted living complex. Mr. Boynton stated
17 that the facility will be purchasing a radio box fire alarm system for the Town. The real estate closing on
18 the property is scheduled for this fall. It is anticipated that construction will begin shortly thereafter or
19 early 2017.
20

21 Selectman Crowley asked Mr. Boynton to request that Ms. Stephanie Mercandetti provide an update on
22 the Redevelopment Authority. It will likely be in September.
23

24 Selectman Foresto reminded residents of Medway Day taking place this Saturday, July 16, beginning at 2 pm.
25 There will be lots of activities ending with fireworks.
26
27

28 **At 8:26 PM Selectman Foresto moved to adjourn; Selectman D'Innocenzo seconded. No**
29 **discussion. VOTE: 5-0-0.**
30
31

32 Respectfully submitted,
33 Jeanette Galliardt

1 Board of Selectmen's Meeting
2 August 15, 2016 – 7:00 PM
3 Sanford Hall, Town Hall
4 155 Village Street
5

6
7 Joint Meeting with Planning & Economic Development Board,
8 Water & Sewer Commission and Conservation Commission
9

10
11 Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk (7:02 PM);
12 Dennis Crowley, Member.
13

14 Absent: John Foresto, Member.
15

16 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
17 Mary Becotte, Communications Director; Susy Affleck-Childs, Planning and Economic Development
18 Coordinator; Stephanie Mercandetti, Community Development Director;
19

20 Conservation Commission: David Travalini, David Blackwell.
21

22 Planning & Economic Development Board: Andy Rodenhiser, Chair; Tom Gay, Jim Wieler, Bob Tucker.
23

24 Water & Sewer Commission: Leo O’Rourke, Chair; Bob Wilson, Chan Rogers.
25

26 Others Present: Gino Carlucci, Planning Board Consultant.
27

28 *****
29

30 At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.
31

32 **Public Comments:** None.
33

34 **Approval – Contract Extension – BSC Group:**

35 *The Board reviewed the following information: (1) Memorandum from Stephanie Mercandetti, Director*
36 *of Community and Economic Development; (2) BSC Contract, Board Approved 12/7/15; and (3)*
37 *Proposed Contract Extension.*
38

39 Present: Stephanie Mercandetti, Director of Community and Economic Development; and Andy
40 Rodenhiser, Chair, Planning and Economic Development Board.
41

42 Ms. Mercandetti stated there are some unfinished pieces of work so the contract needs to be extended.
43 Both Ms. Mercandetti and Mr. Rodenhiser indicated they are satisfied with the work thus far. We have
44 had outreach and visits and have received some waiver requests which represent cost savings. We also
45 do not have to secure appraisals on Town-owned properties. We want to do appropriate community
46 outreach with public forums when people are back from vacation in the fall. This extension simply adds
47 more time to the contract, and there are no other changes.
48

49 Mr. Boynton reported that the contract has been vetted by Town Counsel. Ms. Mercandetti noted that
50 this is just one step in the process before the Urban Renewal Plan is submitted to the State, adding that it
51 must get a favorable vote at Town Meeting. Brief discussion followed.
52

1
2 Responding to a question from Selectman Crowley, Ms. Mercandetti estimated that the project should be
3 completed by November. Mr. Rodenhiser noted that it is a fairly smooth process with a lot of good
4 people working on it. Selectman Crowley asked that someone come in and give the Board an update in
5 September or October.
6

7 **Selectman White moved that the Board execute a contract extension with BSC Group for the**
8 **preparation of an urban renewal plan as presented; Selectman Crowley seconded. No discussion.**
9 **VOTE: 4-0-0.**

10
11 **Approval – Inter-municipal Agreement with Town of Holliston for Health Agent Services:**

12 *The Board reviewed the following information: (1) Memorandum dated August 10, 2016 from the Health*
13 *Director; and (2) Contract.*

14
15 Mr. Boynton clarified that this agreement is designed to assist both communities when their respective
16 staff is away on vacation or otherwise out of the office for an extended period.
17

18 **Selectman D’Innocenzo moved that the Board execute an inter-municipal agreement with the Town**
19 **of Holliston for Health Agent Services, as presented; Selectman White seconded. No discussion.**
20 **VOTE: 4-0-0.**

21
22 **Contract Awards – Friends of Medway Athletics, Coakley Concession Stand:**

23 *The Board reviewed the following information: (1) Letter dated July 22, 2016 from Lynne Sheehan,*
24 *FOMA President; (2) FOMA proposal; and (3) Contract. It is noted that the contract has been sent to*
25 *Town Counsel for review.*

26
27 Mr. Boynton stated that the contract is simple and straightforward. We put out an RFP and several bids
28 came in. This group has been vetted by the Parks and Recreation Commission and it recommends
29 approval.
30

31 **Selectman White moved that the Board award a contract for the operation of the Coakley**
32 **Concession Stand to the Friends of Medway Athletics subject to Town Counsel approval;**
33 **Selectman Crowley seconded. Selectman Crowley asked Mr. Boynton to contact the group**
34 **tomorrow as this process is behind schedule. VOTE: 4-0-0.**

35
36 **Discussion – MS4 Regulations:**

37 *The Board reviewed the following information: (1) PowerPoint presentation entitled “Integrated Water*
38 *Resources Management and Medway”; (2) Spreadsheet displaying Tasks and Timeline.*

39
40 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan and Betsy Frederick,
41 Kleinfelder; Tom Kenney, Deputy Executive Director and Education Manager, New England Water
42 Works Association.
43

44 Chairman Trindade explained that various groups have been invited to this meeting so they know what
45 will be happening and how it may impact some of the things handled by the respective groups. Mr.
46 Boynton added that this initiative has been around for a few years, but the EPA has not closed the
47 window on the removal of the nutrients that have been deposited into the rivers. This is an expensive
48 proposition. We have 200 outfalls in Medway.
49

50 The Town of Medway is joined with a couple dozen other communities on looking into a legal issue
51 regarding compliance and the level of compliance based on definitions of industry standards.

1
2 Tom introduced Ted Kenney, Deputy Executive Director and Education Manager, New England Water
3 Works Association.
4

5 Integrated Water Resources Management

6 Ms. Ryan stated that she will review Integrated Water Resources Management as they relate to the Town
7 of Medway. Medway has been getting ready for the final permit for the past couple of years. She noted
8 that she and Mr. Holder were here on June 20 to present cost projections. The annual cost will be
9 approximately \$475,000 per year for the first five years. We do not, however, have a handle on the
10 ancillary costs of construction, cost of land, and other preparatory measures. The capital costs are
11 unknown. She cautioned that the overall totals could be in the \$10-15 million area. Those lands may be
12 in competition for other uses in the community so it would make those decisions sooner rather than later.
13

14 Selectman Crowley asked the Town Administrator if any of these costs have been built into the FY17
15 budget. Mr. Holder responded that the Department of Public Services has built some into the
16 departmental budget in three areas: Stormwater Operating funds, Grant funds and Integrated Water
17 Resources Management Program (IWRMP) funds.
18

19 Ms. Ryan proceeded to explore how Medway's water resources management can be integrated into the
20 MS4 program as a multitasking endeavor. Utilizing a PowerPoint presentation, she began with a review
21 of integrated planning and fields some questions from the audience on phosphorous levels. Ms. Betsy
22 Frederick, also from Kleinfelder, explained that the number was determined by a formula on water being
23 deposited, coupled with the runoff from wastewater facilities. There is a mechanism in the permit for an
24 appeal if the community believes its phosphorous baseline number is not what it is proclaimed to be.
25 There would have to be an analysis of land use and other factors. It was based on a 2005 study.
26

27 At this time, Mr. Holder explained the Maximum Extent Practicable concept. Mr. O'Rourke asked for a
28 copy of the study. Brief discussion followed during which Mr. Boynton reminded everyone that this is
29 not legislation but regulations handed down from the federal level. Per the terms of the permit we are
30 obligated to fall under, we have to accomplish certain tasks (i.e., identifying outfalls and other factors)
31 and components of the process, and after that point we should be able to determine the test number.
32

33 Selectman Crowley asked if Medway's number is below the required minimum level, do we still have to
34 complete the remaining tasks for millions of dollars. Mr. Frederick responded that the EPA defines
35 particular controls by which the phosphorous can be controlled. Ultimately, the EPA would like
36 communities to get property owners who are contributing to the high phosphorous levels to reduce or
37 eliminate the nutrient before it is discharged into the municipal system. Selectman Crowley expressed
38 concern that the Board of Selectmen needs to have a better handle on what the costs could be. Ms. Ryan
39 clarified that high cost could be a multiple of one's levels, and not necessarily absolute. Mr. Chan
40 Rogers stated that this is like a trial balloon on the Charles River and we will just have to wait and see
41 how it all falls out. Precise answers are not available at this time.
42

43 Brief discussion followed on the Benefits of Integrated Water Resources Planning.
44

45 Timeline & Tasks

46 Ms. Ryan distributed a chart referencing specific tasks and the fiscal quarter in which each task should be
47 addressed and/or accomplished. Development of the Stormwater Management Plan is the first thing in
48 Q3 of FY17, and the Notice of Intent is in Q4 of FY17. She briefly reviewed it, explaining as she went
49 along. She stressed the importance of trying to get ahead on some tasks as doing so will represent cost
50 savings if these things can be rolled into the overall project sooner than outlined. Brief discussion
51 followed on projected costs, noting that this is on top of regular maintenance tasks performed by DPS.

1 Mr. Boynton added that we have to get caught up to what should be in the 2016 level as we are behind on
2 some things. Now that we have a GIS person, some of the mapping may be a little more streamlined.

3
4 Responding to a question from Mr. O'Rourke on the Phosphorous Control Plan, Mr. Ryan stated that it is
5 an estimate even though the costs may vary, based on how each piece of the plan is accomplished. She
6 added that these figures are her recommendations for budgeting purposes and do not necessarily represent
7 actual costs. It was noted that sources of phosphorous are varied, but exhaust from vehicles contributes,
8 making runoff from each roadway also a contributing factor.

9
10 Selectman Crowley noted that he had some questions about budgeting with respect to Enterprise accounts
11 and other funding sources. Mr. Holder responded that those have already been built into the program,
12 based on 2011 figures. Selectman Crowley asked for updated numbers and a breakdown of funds. Mr.
13 Chan Rogers pointed out that the whole purpose was for the EPA to get involved.

14 15 Next Steps

16 Chairman Trindade asked when the Selectmen will need to make some decisions. Mr. Holder responded
17 that he and the Kleinfelder representatives will come back in September or October.

18
19 Chairman Trindade asked if there are things that should be included in rules and regulations that the
20 Planning Board needs to weigh in on, such as zoning bylaws or other things, that should be addressed at
21 Annual Town Meeting. Mr. Holder responded that work has already been done on some things with
22 some staff, and members of those groups have been invited tonight.

23
24 Mr. Gino Carlucci, Planning Board consultant, stated he has been working with the Planning Board. The
25 basic framework is that, for any activity requiring a permit from either the Planning Board or
26 Conservation Commission, the stormwater portion (with respect to design standards) will be handled at
27 that time. Other things will go through the Planning and Economic Development Board.

28
29 Mr. David Blackwell, Conservation Commission, asked that the materials be online before the meeting
30 for the benefit of residents.

31
32 Ms. Ryan clarified that she is not connected with all the tasks already being done so the costs she's
33 prepared may actually be lower if those tasks are near completion.

34
35 Selectman Crowley asked that the DPS secure a phosphorous level right now to see where we stand. He
36 asked whether it was true that we could not apply for the new permit until the old one expires. Ms.
37 Frederick responded that the Town can submit information on land use data indicating that the actual load
38 was inaccurate, but the permit is what it is. There is a rigorous plan, but some of the components are
39 seasonal tasks which would preclude the notion that it could be completed ahead of schedule.

40
41 General discussion followed.

42 43 **Entertainment License Request – Medway Community Farm, August 20, 2016:**

44 *The Board reviewed an Application and Police Chief's Recommendation.*

45
46 **Selectman D'Innocenzo moved that the Board authorize an entertainment license for Medway
47 Community Farms for their event to be held at 55 Winthrop Street on August 20, 2016 subject to
48 Police Chief's Recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**

49 50 **Approval – One-Day Liquor Requests:**

1 *The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead*
2 *events: (1) James Deso, September 10, 2016; (2) Robin Stuart, September 11, 2016; (3) Kathy Cruz,*
3 *September 17, 2016; and (4) Angela Price, September 24, 2016.*

4
5 **Selectman White moved that the Board approve one-day liquor licenses for Jamie Deso, Robin Stuart,**
6 **Kathy Cruz & Angela Price respectively for their events to be held at the Thayer Homestead, subject**
7 **to Police Chief's recommendations and evidence of appropriate insurance coverage; Selectman**
8 **D'Innocenzo seconded. No discussion. VOTE: 4-0-0.**

9
10 **Action Items from Previous Meeting:**

11 *The Board reviewed the Action Item List.*

12
13 Mr. Boynton reported that the cable license renewal process is moving forward. The Ascertainment
14 Hearings for both Comcast and Verizon will be held in September, for both Comcast and Verizon.

15
16 DPS Building Facility Committee will meet sometime after Labor Day to discuss next steps. We need to
17 set up the RFP process for the designer as well as get a professional on board in order to move forward.

18
19 Mr. Boynton reminded the Board that EPFRAC committee will be meeting tomorrow at the Senior Center
20 to discuss the RFP relative to recreational improvements.

21
22 **Approval of Warrants:**

23 *The Board reviewed Warrants 17-8 and 17-7AS.*

24
25 Selectman D'Innocenzo, Clerk, read aloud Warrants 17-8 and 17-7AS, dated 8-18-16, as follows:

26	17-8	Town	Expenses	\$872	,702.40
27					
28	17-7AS		School Payroll		\$ 2,970.77
29			TOTAL		\$875,673.17

30
31 **Selectman White moved that the Board approve the Warrants as read; Selectman Crowley**
32 **seconded. No discussion. VOTE: 4-0-0.**

33
34 **Town Administrator's Report:**

35 Mr. Boynton stated that the Town needs to begin a planning process for some natural resource areas in the
36 community. These range from management to forestation. These areas continue to have trees dying and
37 the reason is unknown. Is it a water issue, a tree issue or the result of beaver dams? At this point, all
38 opinions and suggestions are welcome.

39
40 Regarding the proposed Exelon expansion, the DEP is issuing a draft Air Permit and a public hearing is
41 required. Ms. Stephanie Mercandetti, Community Development Director, is working with the School
42 Department to identify a space for the hearing to take place in late September. The EFSB permit has not
43 yet been issued.

44
45 The funds that Exelon contributed (\$50,000) for emergency preparedness for improving emergency
46 power supply have been used to upgrade the electrical power connection at the high school. This will be
47 powerful enough to support a large emergency power trailer.

48
49 In conclusion, Mr. Boynton reminded the Board that the Town Administrator contract expires at the end
50 of this fiscal year.

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Selectmen's Reports:

There were no reports.

**At 8:45 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.
VOTE: 4-0-0.**

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

DRAFT

AGENDA

ITEM #12

Town Administrator's Report

AGENDA

ITEM #13

Selectmen's Reports

AGENDA

ITEM #14

TA's Evaluation Process