

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

November 21, 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. Hearing – Fiscal Year 2017 Tax Classification
2. Authorization of Chairman to Execute Green Communities Annual Report
3. Authorization of Chairman to Execute Contract with CBA Landscape Architects LLC for Parks and Playgrounds Improvements Project Design - \$121,770
4. Recognition of Generosity – R.P. Marzilli & Company
5. Approval – One-Day Liquor License Requests
 - a. Thomas McKenna – Thayer Homestead – November 24, 2016
 - b. Rich Eustis – Thayer Homestead – December 10, 2016
 - c. Nancy Toohey – Thayer Homestead – January 22, 2017
 - d. Sue Rojee – Thayer Homestead – January 29, 2017
6. Action Items from Previous Meeting
7. Approval of Warrants
8. Approval of Minutes
9. Town Administrator's Report
10. Selectmen's Reports

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

Upcoming Meetings, Agenda and Reminders
December 5, 2016 ----- Regular Meeting
December 19, 2016 --- Regular Meeting

AGENDA

ITEM #1

Hearing – Fiscal Year 2017 Tax Classification (7:15)

*Presented by Donna Greenwood, Principal Assessor

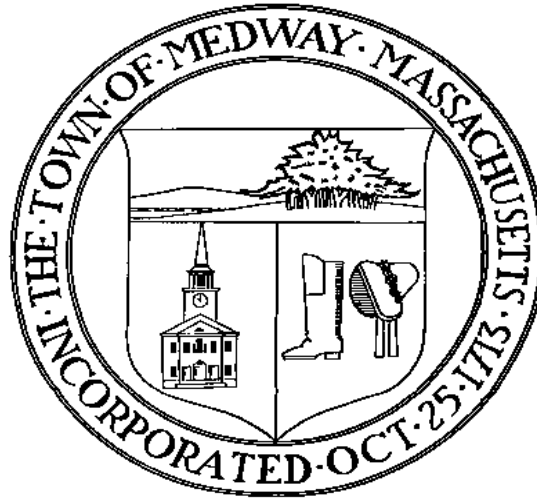
Associated backup materials attached:

- FY17 Tax Classification Presentation

Proposed Motions:

1. I move that the Board open the hearing on the Town's FY17 Tax Classification.
2. I move that the Board close the hearing on the Town's FY17 Tax Classification.
3. I move that the Board not adopt a residential exemption.
4. I move that the Board not adopt a commercial exemption.
5. I move that the Board not adopt an open space discount on all Class two open space properties.
6. I move that the Board adopt a Single Tax Rate (Factor of 1)

Town of Medway



**FY 2017 Residential
Factor/Tax Classification
Hearing Presentation
November 21, 2016**

- **Prepared for: *Medway Board of Selectmen***

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

- **Prepared by: *Medway Board of Assessors***

- **Kathryn Regan, Chairperson**
- **Lindsie Tosca, Member**
- **Cristina Sauer, Member**

November 21, 2016

To the Board of Selectmen and the residents of
Medway:

As the Board of Assessors, we are pleased to present information and options for the Board of Selectmen to determine whether there shall be a **single tax or split tax rate** for various classes of property for Fiscal Year 2017, also known as the adoption of the **residential factor**. In addition, there are **three** other property decisions to be made.

Questions requiring a vote by the selectmen of Medway:

- Do you choose to have a residential exemption?
 - (a residential exemption reduces the taxable valuation of each residential property that is a taxpayers principal residence. Medway has not adopted this previously. This option is typically adopted in rental areas and summer home areas. This option has been adopted by 14 out of 351 communities.
- Do you choose to have a small commercial business exemption?
 - (a small commercial business exemption is an option that can reduce small business valuation by up to 10%. Medway has not adopted this previously. This option has been adopted by 10 out of 351 communities.
- Do you choose to have a single tax rate or a split tax rate? If a split rate is desired, what tax burden percentage is desired?

Based upon your decisions above, we will prepare the CLASSIFICATION TAX ALLOCATION, form LA5 for your signatures.

This form states your choices tonight and informs you of the amount of the excess levy capacity.

Thank you.

Respectfully presented,

Board of Assessors

RESIDENTIAL FACTOR

**This hearing requires a vote on the
ADOPTION OF A RESIDENTIAL FACTOR
pursuant to MGL Chapter 40 Sec. 56.**

- Below are factor & tax rate options to consider:
- Tax burden CIP shift can be up to 150%.

More options:

OPTION: 3 SHIFTING THE TAX BURDEN BY 10%

SPLIT RATE WITH CIP INCREASE OF 110%

RES.	\$16.13
CIP	\$19.71

Typical Single Family Tax Bill \$6,319.56
Typical Single Family Tax Bill decrease
(from single rate) \$702.17

Typical Comm/ Ind Tax Bill \$13,717.76
Typical Comm/Ind Tax Bill increase (from
single rate) \$1,247.07

OPTION 4: SHIFTING THE TAX BURDEN BY 15%

SPLIT RATE WITH CIP INCREASE OF 115%

RES.	\$15.23
CIP	\$20.61

Typical Single Family Tax Bill \$5,968.48
Typical Single Family Tax Bill decrease
(from single rate) \$1,053.26

Typical Comm/Ind Tax Bill \$14,341.29
Typical Comm/Ind Tax Bill increase (from
single rate) \$1,870.60

Published in the Milford Daily News on:

- **LEGAL NOTICE**
- **MEDWAY BOARD OF SELECTMEN**
- **PUBLIC HEARING**
- **FY2017 TAX CLASSIFICATION HEARING**

- Pursuant to MGL Chapter 40 Sec. 56, the Board of Selectmen will hold a
- **Public Hearing in the Sanford Hall, Town of Medway, Town Hall, 155 Village Street, Medway on Monday, November 21, 2016 at 7:00 pm** on the adoption of a Residential Factor, thereby determining the percentages of the tax burden borne by each class of real and personal property for FY2017. At said hearing, the Board of Assessors shall provide all information and data relevant to making such determination and the fiscal effect of the available alternatives.

- Per order,
- Medway Board of Selectmen

Town of Medway

GENERAL DATA & STATISTICS

- The assessment date for FY2017 is **January 1, 2016**.
- (It is June 30, 2016 for parcels with building permits per Chapter 653)
- **SINGLE FAMILY PROPERTIES:**
 - The overall values of single family properties (class 101) **increased by 4%**. 4 NEW HOMES and additions
-
- **RESIDENTIAL CONDOMINIUMS:**
 - The overall values of residential condominium properties (class 102) **increased by 13%**. NEW UNITS – CHARLES VIEW AND MILLSTONE
-
- **COMMERCIAL & INDUSTRIAL:**
 - The overall Commercial/Industrial values **increased by 4%**, NEW COMMERCIAL PARCELS ON MAIN ST

COMPARISON OF TOTAL CLASS VALUES – FY2016 to FY2017

	SF Values(101)	Res. Condo values (102)	Commercial Values (300's)	Industrial Values (400's)
FY2016	1,380,389,800	66,911,200	78,954,517	60,578,700
Fy2017	1,436,868,500	75,508,900	81,878,340	60,708,300
VALUE DIFFERENCE	56,478,700	8,597,700	2,923,823	129,600
2016/2017 % DIFFERENCE	4.1%	12.8%	3.7%	.2%
REASON	NEW HOMES, COMPLETION OF NEW HOMES AND SEVERAL NEW ADDITIONS, THEREFORE MORE VALUE	ADDED 9 NEW AND COMPLETION OF SEVERAL NEW UNITS FROM THE PREVIOUS YEAR, THEREFORE MORE VALUE	NEW COMMERCIAL BUSINESS AT 72 MAIN ST	APPRECIATION

ASSESSED VALUES BY CLASS

(CURRENT AND 2 PREVIOUS YEARS)

FY	Class 1 Residential	Class 2 Open Space	Class 3 Commercial	Class 4 Industrial	Class 5 Personal Property	TOTALS
2017	1,598,875,127	0	81,878,340	60,708,300	145,955,480	1,887,417,247
2016	1,530,027,492	0	78,854,517	60,578,700	138,556,330	1,808,117,039
2015	1,466,471,524	0	77,184,982	57,798,900	128,297,520	1,729,752,926

RELATIONSHIP OF CLASS VALUES (CURRENT AND 2 PREVIOUS YEARS)

FISCAL YEAR	RESIDENTIAL/ OPEN SPACE	COMM/IND/PERS PROP	TOTALS
2017	84.7%	15.3%	100%
2016	84.6%	15.4%	100%
2015	84.8%	15.2%	100%

FY2016 AVERAGE SINGLE FAMILY TAX BILL (RANKED BY TOTAL TAX BILL AMOUNT)

Municipality	Split tax rate/C&I rate	Average assessed value	Tax rate \$/1000 value	Average SF Tax Bill (excludes CPA surcharge amount if any)
Holliston	no	416,124	18.79	\$7,819
Norfolk	no	439,503	18.08	\$7,946
MEDWAY	no	376,847	18.11	\$6,825
Millis	no	357,112	17.44	\$6,228
Franklin	no	398,272	14.50	\$5,775
Milford	Yes/29.57	275,750	17.18	\$4,737
Bellingham	Yes/20.64	274,996	14.29	\$3,930

TAX RATE RECAPITULATION INFORMATION

Property Tax Levy

THE LEVY

The property tax levy (tax dollar amount) is the revenue a community can raise through real & personal property taxes.

	LEVY HISTORY	TOTAL AMOUNT TO BE RAISED	TAX RATE
FY2017	33,822,517.07	58,814,815.07	17.92
FY2016	32,744,944.58	55,032,782.58	18.11
FY2015	31,550,693.37	53,941,285.37	18.24

NEW GROWTH

The additional tax revenue generated by new construction, new parcels/condos, renovations and other increases in the [property tax](#) base during a calendar year. The value amount is then multiplied by the previous year's tax rate for a tax levy growth amount.

	NEW GROWTH VALUATION	PRIOR YEAR TAX RATE	TAX LEVY GROWTH
FY2017	26,763,910	0.01811	484,694
FY2016	28,325,786	0.01824	516,662
FY2015	26,979,944	0.01884	508,302
FY2014	26,827,164	0.01856	497,912

PREVIOUS YEARS TAX RATES

FISCAL YEAR	RATE
2016	\$18.11
2015	\$18.24
2014	\$18.84
2013	\$18.56
2012	\$17.48
2011	\$17.10
2010	\$16.29
2009	\$15.12
2008	\$14.06
2007	\$13.32
2006	\$12.95
2005	\$14.23
2004	\$13.96
2003	\$13.50
2002	\$15.79
2001	\$16.31

TOP 10 TAXPAYERS

	TYPE	OWNER	VALUE	18.11	
1	PP	NSTAR ELECTRIC CO	76,590,800	\$1,387,059	
2	PP	ALGONQUIN GAS TRANS CO	21,321,000	\$386,123	
3	PP	EXELON WEST MEDWAY LLC	20,160,000	\$365,098	
4	PP	COLUMBIA GAS	11,858,300	\$214,754	
5	RE	51 ALDER ST LLC	10,516,300	\$190,450	
6	RE	HIDDEN ACRES LLC C/O SHAWS	8,510,200	\$154,120	
7	RE	CYBEX INTERNATIONAL	7,157,500	\$129,622	
8	PP	COLUMBIA GAS OF MA	6,822,000	\$123,546	
9	RE	SHIMA LLC	5,694,800	\$103,133	
10	RE	SITHE WEST MEDWAY LLC	4,805,200	\$87,022	

VOTES TO BE TAKEN

1. Does the BOS choose to have a residential exemption?
2. Does the BOS choose to have a commercial exemption?
3. Does the BOS choose an open space discount on all class two open space properties?
4. Does the BOS choose to have a single tax rate or a split tax rate? If a split tax rate is voted, what tax burden percentage is desired?

AGENDA

ITEM #2

Authorization of Chairman to Execute Green Communities Annual Report

*Presented by Bob Weiss, Energy Manager

Associated backup materials attached:

- Green Communities Annual Report

Proposed Motion: I move that the Board authorize the Chairman the execute Green Communities Annual Report as presented.

GREEN COMMUNITY ANNUAL REPORT

- 1) In order for a municipality to maintain its Green Community Designation and be eligible for the next available Green Communities funding opportunity, annual reports must be submitted **no later than December 2, 2016 for the reporting period July 1, 2015 – June 30, 2016**. Late reports may deem a community ineligible for future Green Communities grants.
- 2) Please be certain to address all areas in full. If certain requested information does not apply, then please note it as "N/A."
- 3) Please follow the instruction for reporting on each Criteria on the individual Criterion Excel Sheets.
- 4) If you have any questions on these reporting requirements, please contact your DOER Green Communities Regional Coordinator (RC). The objective is to have a dialogue with Green Communities staff **BEFORE** the report is due so that minimal follow-up with the municipality is required after the due date.
- 5) Print, fill out completely, and submit a signed copy of this page of the completed annual report as a PDF via the online system.
- 6) Submit your community's full Excel file electronically as Excel via the online system with any other supporting files. **This page must be signed, made into a PDF, and submitted as a separate file.** Please submit only **one Excel file** for the annual report. DOER will not accept multiple spreadsheets
- 7) NOTE: In the case of any criteria violations(e.g. a vehicle purchased that does not meet the fuel efficient vehicle policy), the municipality will be asked to provide a corrective action plan. A first-time violation will be factored into consideration when DOER awards funds under the next available Green Communities funding opportunity. A second violation may prohibit the municipality from being eligible for any funds in the next available Green Communities funding opportunity.

8) Fields highlighted in yellow should be completed by Green Communities.

9) Fields highlighted in green should be pre-populated by the Regional Coordinators

Date Designated:

December-10

Date of Annual Report Submission

Name of Preparer of Annual Report

Robert Weiss

Title

Energy Manager

Municipality Name

Medway

I confirm that I have reviewed this report and verify all information is true.

Signature of Chief Executive Officer

The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the signatory has been designated the designee by the municipality.

Criteria 1 and 2

Type of as-of-right siting approval received:

R&D & MFR & Solar

Type of expedited permitting approval received:

Local

REGULATIONS (zoning & permitting):

1) Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation? Significant changes, such as changes to the geographic extent of the district, allowed uses, and dimensional requirements, would impact the ability to construct a qualifying clean energy use in the district. Overlay districts, such as water protection districts that impose special permitting requirements, count as significant changes.

If yes, submit the same documentation required for designation for CR1 to verify that you still meet the requirements (applicable sections of the zoning by-law, definitions, as well as a revised zoning map.)

Please select YES or NO in the dropdown on the right. If YES, attach letter from municipal council.

NO

2) Have any significant changes been made to site plan, design, or other development review criteria or any permit review procedures that would impact the ability to permit qualifying clean energy uses as-of-right and in a timely manner? Significant changes would be anything that pertains to the "by-right" nature of the zoning or to the amount of time necessary to review required permits.

If yes, attach a letter from municipal council that describes the changes, illustrates any potential impact on the siting of clean energy projects, and affirms continued compliance with the Green Communities As-of-Right Zoning and Expedited Permitting criteria.

Please select YES or NO in the dropdown on the right. If YES, attach letter from municipal council.

YES

3) Has the space designated for "as-of right" development for which the community received Green Communities designation been reduced?

Please select YES or NO in the dropdown on the right. If YES, explain what has happened since the community applied for, and received, Green Communities designation and describe any plans the community may have to make such development feasible again

NO

NARRATIVE: Medway's Town Council will be forwarding a letter regarding the Annual Report's Question 2). The following comments comes from Medway's Planning Staff: "Criteria 1 - By right zoning

The Medway Zoning Bylaw continues to provide for "by right" siting of large scale, ground mounted solar photovoltaic installations in Medway's Industrial Business District. In February 2016, the Status, Designation and Capacity Review Report (SDCR) was released.

NARRATIVE: Medway's Town Council will be forwarding a letter regarding the Annual Report's Question 2). The following comments comes

PERMITTING:

Have any clean energy projects applied for approval under the zoning for which the community received Green Community Designation?

NO

Please select YES or NO in the dropdown on the right. If YES, fill out or update Table 1 below:

Table 1
Expedited Permitting Projects (Please add rows as required)
[Click here to view a sample version of this table.](#)

PROJECT NAME	Type (Generation (Capacity), R&D, and/or Manufacturing)	As-of-right designated location	Applicant	Project Description	Permit(s) (use as many rows as required)	Status	Date Submitted	Decision Date	Other Pertinent Information
To insert additional rows, select this row, right-click, and select "insert"									

[Click here to return to Table 1](#)

Table 1: <i>SAMPLE</i> Expedited Permitting Projects									
PROJECT NAME	Type (Generation (Capacity), R&D, and/or Manufacturing)	As-of-right designated location	Applicant	Project Description	Permit(s) (use as many rows as required)	Status	Date Submitted	Decision Date	Other Pertinent Information
<i>Hilltop Wind</i>	<i>Renewable Energy (wind) 9 MW</i>	<i>landfill</i>	<i>Peak Performance, LLC.</i>	<i>Six 1.5 MW wind turbines on 16 acres of land</i>	<i>Site Plan Review</i>	<i>Approved</i>	<i>11/1/2010</i>	<i>1/21/2011</i>	<i>Modest design changes to conform to as-of-right bylaw</i>
					<i>Wetlands (access road is in buffer zone)</i>	<i>Approved</i>	<i>10/16/2010</i>	<i>12/2/2010</i>	

Criterion 3 Instructions: Complete Steps 1-7 Below

1. Read and complete all questions below.

2. Complete Table 2: Progress

Please complete Table 2 on next page. ALL categories are required, with the exception of open space.

Fuel use from all vehicles, including those characterized as exempt AND non-exempt under Criterion 4, must be included.

Renewable Energy is a fuel source and the amount of renewable energy consumed by the Green Community must be included.

If you are using MEI. Please note that there is a new report available (entitled Energy Reduction Plan Guidance Table 2). This contains the data you need to enter into Table 2. Please review the data in MEI and, if accurate, enter it into the Table 2 on the next page. Note also that if you click on the "years" down arrow on that MEI report, you can choose which year is your baseline year.

3. Complete Table 3: Energy Use

REMEMBER to load all diesel, gasoline, heating oil and propane energy usage, as well as renewable energy usage that is NOT net-metered, into MEI prior to providing a date that your data is complete. Also, confirm that Table 3 in MEI matches the data provided in Table 2.

If your community uses MassEnergyInsight (MEI) to provide data for Table 3, provide the date the information in MassEnergyInsight was last verified. By including a date below, you are confirming that the information in MEI is accurate and complete (including all fuels and renewable energy) and that you wish to report your Green Community annual energy usage directly through MEI. If your community does not use MEI, please complete "Crit 3 - Tbl 3 - Non-MEI User Only."

11/15/2016

WEATHER NORMALIZED DATA - DOER will allow Green Communities to choose to assess their progress using weather-normalized data through a DOER-approved weather normalization methodology. Qualifying methods include use of MassEnergyInsight or Energy Star Portfolio Manager. Please contact your Regional Coordinator for assistance if you use a different energy-tracking tool.

Enter weather-normalized total energy consumption for each year of your ERP in Table 2, Row 14. In MassEnergyInsight, this information is available in the Baseline - Weather Normalized report.

To include a percentage of the energy use of a Regional School district, please include 3 versions of Table 2: one for the combined and final totals, one for the municipality alone, and one for the RSD (in its entirety, noting the applicable percentage).

3. Complete Table 3: Energy Use

REMEMBER to load all diesel, gasoline, heating oil and propane energy usage, as well as renewable energy usage that is NOT net-metered, into MEI prior to providing a date that your data is complete. Also, confirm that Table 3 in MEI matches the data provided in Table 2.

If your community uses MassEnergyInsight (MEI) to provide data for Table 3, provide the date the information in MassEnergyInsight was last verified. By including a date below, you are confirming that the information in MEI is accurate and complete (including all fuels and renewable energy) and that you wish to report your Green Community annual energy usage directly through MEI. If your community does not use MEI, please complete "Crit 3 - Tbl 3 - Non-MEI User Only."

11/15/2016

4. Complete Table 4: Energy Conservation Measures (ECMs)

Update your ECMs in Table 4 by: 1) changing the status and status date for any ECMs already included; 2) adding any new ECMs; 3) and providing an ECM type in Column F.

If your community uses an Energy Management Services (EMS) Agreement, your EMS annual report may be used to fulfill your Green Communities Annual Report Table 4 requirement. Please provide the date it was filed with DOER, or the date it will be filed if filing is anticipated in the next six months. Other efficiency measures undertaken independently of the performance contract should be reported using Table 4. All other portions of the Green Communities Annual Report must be completed.

Mar-17

5. Complete Table 5: Renewable Energy Projects

Update your RE projects in Table 5 by: 1) changing any status dates; 2) adding, in bold, any new RE projects; and 3) drawing a line through any RE projects that have been abandoned.

Does your Green Community use any energy produced by renewable energy within your community? For example, solar PV systems installed on school or municipal buildings, RE PPAs in which the town buys the electricity, or renewable thermal. Please select YES or NO in the dropdown on the right. If YES, complete Table 5.

YES

6. Provide a Narrative

Provide a brief narrative explaining changes seen and what is anticipated for the next year. Any notes on successes or challenges are welcome.

Sample Narrative: Our buildings have a 12 percent decrease in energy use and the vehicles have a 4 percent reduction. We have implemented projects in the Town Hall and would have expected larger savings. We are investigating this. We are also intending to implement a large retrofit at the drinking water treatment plant this year that should yield a significant level of savings.

NARRATIVE: Overall, Medway's buildings had a 17% decrease in energy use. The major singular reduction came at Burke Elementary School due to installing an Energy Management System. Since 2009, every school building has had a Building Automated System installed. There was a considerable reduction at the McGovern Elementary, which has new windows. The streetlights' energy use was reduced 26.5% due to the replacement of 193 sodium fixtures with LEDs this year and an earlier installation. Vehicle energy use continues to increase because the Town has

7. Building Stock Changes

Please describe any building stock changes that have occurred since your GC baseline year. Include the year and whether any changes are a replacement, addition, removal or renovation. Include any changes in square footage for additions. Please see the Guidance for Reporting Building Stock changes, available here: [Guidance](#).

42 Broad St, which serves as a garage and storage for the Town's Public Services department was added in FY 2010. This building has several bays, which have been added over the years, increasing the total square feet of heated space as well as electrical use. The use of 305 Village St as a garage space has increased since 2009. The Town renovated the old Thayer Homestead house and built an addition that is heavily used as an event venue. The house is occupied full time by the event manager. While the event venue is heated by gas the original house is heated electrically. Thayer Homestead came on line in FY 2014. Medway Middle School went through a major renovation in 2012-2013. Since then there have been occasional changes, with some Town offices moving into wings of the building that were not being used academically. The Town's Department of Public Services and other Town staff are located in the middle school building. 325kW of solar roof panels were added in 2011. Solar, 129kW, was also installed on Medway's High School roof in 2010. And a 9kW roof system was installed on

Criterion 3 Step 2: Complete Table 2 - Progress

Table 2: Timeline of Annual Municipal Energy Use

	Baseline MMBtu	Year 1 MMBtu	Year 2 MMBtu	Year 3 MMBtu	Year 4 MMBtu	Year 5 MMBtu	Year 6 MMBtu	Year 7 MMBtu	Year 8 MMBtu	Year 9 MMBtu	For Most Recent Year: Change vs. Baseline (%)
Note Fiscal or Calendar Year	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016			
Buildings	42,181	36,004	38,497	28,423	37,066	40,900	41,316	36,889			12.5%
Water/Sewer & Pumping	2,735	2,701	2,670	2,415	2,809	2,801	3,137	2,583			5.6%
Open Space (optional)	82	92	95	101	98	112	239	148			-80.5%
Vehicles	5,532	5,318	6,084	5,572	6,290	6,725	7,030	6,636			-20.0%
Street and Traffic Lights	721	721	719	719	714	627	620	530			26.5%
TOTAL ENERGY CONSUMPTION (NO Weather Normalization)	51,251	44,836	48,065	37,230	46,977	51,165	52,342	46,786	0	0	8.7%
TOTAL ENERGY CONSUMPTION (Weather-Normalized)	49,971	48,348	46,862	41,654	48,244	48,390	49,293	45,555			9%

For use in next Table 4 - ECMs

Project Type

Definition/Includes:

Behav & Training	Behavioral programs, building operator training, etc.
Building Control	HVAC controls, energy management systems (NO vending misers)
Exterior Lighting	Streetlights, traffic lights, parking lots/garages, exterior lighting
Interior Lighting	Interior lighting & controls
Fuel Conversion	Conversion from one heating fuel type to another (often oil to natural gas)
Hot Water	Hot water heaters, pipe insulation, showerheads, faucet aerators, efficient dish washers
HVAC	Heating or cooling equipment, economizers, destratification fans, dehumidifiers, duct
Pump/Motor/Drive	Pumps, motors, variable frequency/speed drives
Refrigeration	Refrigeration and controls, including vending misers
Retrocommission	Retrocommissioning and submetering projects
Vehicles	Energy-savings vehicles & their operations: GPS, anti-idling retrofits, routing software,
Weatherization	Insulation, air-sealing, windows, etc.
Comprehensive	Large-scale retrofit of the entire building or multiple systems. Examples: building renovations, lighting + HVAC + EMS
Other	Use this only if types above do not fit

Status Type

Definition/Includes:

Complete	Project is complete & operational.
Active	Project is actively underway - procurement completed and in any stage of construction.
Planned	Identified project that will be pursued; may be in budgeting or procurement.
Abandoned	Project is not completed and will no longer be pursued.

Criterion 3 Step 4: Complete Table 4 - ECMs

[Click here to view a sample version of this table](#)

Table 4 Energy Conservation Measures Data																	
ECMs			Status		Energy Data						Financial Data					Reference Data	
Building/Site Name	Energy Conservation Measure Name	ECM Type (select one from drop-down)	Status (select one from drop-down)	Status Date (Completed with month/year or planned start year)	Projected Annual Electricity Savings (kWh)	Projected Annual Natural Gas Savings (therms)	Projected Annual Oil Savings (gallons)	Projected Annual Propane Savings (gallons)	Projected Annual Gasoline Savings (gallons)	Projected Annual Diesel Savings (gallons)	Projected Annual Cost Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)	Funding Source(s) for Net Costs	Source for Projected Savings
Schools	Building/Automation Systems	Building Control	Complete	Mar-10	149,334	20,578					\$ 55,179	Incl. above			Incl. above	GenFund	SenFund
Schools	Heating & cooling controls	Building Control	Complete	Mar-10	61,660						\$ 1,274	Incl. above			Incl. above	GenFund	SenFund
Library	Heating & cooling controls	Building Control	Complete	Jan-12	8,000	245					\$ 3,112	\$ 91,700	\$ 26,100	\$ 3,670	\$ 28,570	GCC	SenFund
Senior Center	Hot water boiler controls	Building Control	Complete	Apr-12							\$ 1,783	\$ 3,862	\$ 3,862	\$ -	\$ 3,862	GCC	SenFund
Police Station	New HVAC Controls	HVAC	Complete	Jul-12	6,000	69					\$ 2,230	\$ 12,500	\$ 8,000	\$ 650	\$ 11,850	GCC	SenFund
Library	Rooftop units (2)	HVAC	Complete	Aug-12	1,560						\$ 22,840	\$ 20,940	\$ 1,600	\$ 20,840	GCC	SenFund	
Schools	Town Hall New Boiler & Prod. Thermostats	HVAC	Complete	Oct-13							\$ 22,840	\$ 20,940	\$ 1,600	\$ 20,840	GCC	SenFund	
Schools	Lighting and sensors	Interior Lighting	Complete	Mar-10	414,088	(8,117)					\$ 74,167	Incl. above	\$ 4,400	\$ 4,400	\$ 454,000	GenFund	SenFund
Railroad Barn	Lighting and sensors	Interior Lighting	Complete	Jun-12	5,347						\$ 179	\$ 6,864	\$ 4,833	\$ 1,233	\$ 4,833	GCC	SenFund
Fire Station #2	Lighting and sensors	Interior Lighting	Complete	Aug-12	2,000						\$ 371	\$ 3,160	\$ 2,080	\$ 1,080	\$ 2,080	GCC	SenFund
Senior Center	Lighting and sensors	Interior Lighting	Complete	Aug-12	5,046						\$ 894	\$ 9,159	\$ 7,895	\$ 1,460	\$ 7,895	GCC	SenFund
Library	Lighting and sensors	Interior Lighting	Complete	Sep-12	8,500						\$ 5,861	\$ 6,755	\$ 2,730	\$ 2,730	\$ 2,730	GCC	SenFund
Schools	Power Factor Improvements	Office	Complete	Mar-10	52,840						\$ 6,890	Incl. above			Incl. above	GenFund	SenFund
Schools	VFD's	Drum motor drive	Complete	Mar-10	288,403						\$ 58,131	Incl. above			Incl. above	GenFund	SenFund
Town Hall	Vending machine controls	Refrigeration	Complete	Jun-12	2,183						\$ 528	\$ 225	\$ 110	\$ 116	\$ 110	GCC	SenFund
Police Station	Vending machine controls	Refrigeration	Complete	Jun-12	2,183						\$ 352	\$ 225	\$ 265	\$ 162	\$ 265	GCC	SenFund
Fire Station #1	Vending machine controls	Refrigeration	Complete	Jun-12	2,183						\$ 352	\$ 225	\$ 110	\$ 112	\$ 110	GCC	SenFund
Fire Station #2	Vending machine controls	Refrigeration	Complete	Jun-12	2,183						\$ 352	\$ 225	\$ 110	\$ 112	\$ 110	GCC	SenFund
Schools	Vending machine/Refrigerator controls	Refrigeration	Complete	Mar-10	88,715						\$ 11,522	Incl. above			Incl. above	GenFund	SenFund
Schools	Building envelope improvements	Weatherization	Complete	Mar-10	283	4,830					\$ 7,679	Incl. above			Incl. above	GenFund	SenFund
Police Station	Building envelope improvements	Weatherization	Complete	Jun-12	1,445	404					\$ 864	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	GCC	SenFund
Water Dept	Window replacement	Weatherization	Complete	Dec-11	8,500						\$ 2,995	\$ 13,894	\$ 13,894	\$ -	\$ 13,894	GCC	Water Enterprise
Police Station	LED lighting	Interior Lighting	Complete	Dec-12	8,610				1,230		\$ 1,198	\$ 8,994	\$ 7,500	\$ -	\$ 8,094	GCC/GF	SenFund
Town Hall	LED lighting (450 bulbs)	Interior Lighting	Complete	Jun-12	18,880						\$ 3,189	\$ 44,281	\$ 22,500	\$ -	\$ 21,781	GCC/GF	SenFund
School Buildings	Restore Exterior Doors/Carpentry	Weatherization	Complete	8/12/2014	233	4,830					\$ 7,667	\$ 10,000	\$ -	\$ -	\$ 10,000	SenFund	SenFund
Water and Sewer	Re-Roof Water St Station	Weatherization	Complete	4/1/2014								\$ 18,500	\$ -	\$ -	\$ 18,500	Water Enterprise	Water Enterprise
School Buildings											\$ 3,698,555	\$ -	\$ -	\$ 3,698,555			
Main Street & Summer Street	LED Street Light Demo, up to 60 units	Exterior Lighting	Complete	Jun-13	8,400						\$ 1,733	\$ 18,521	\$ 18,500	\$ 257	\$ 18,264	GCC/GF	SenFund
Various streets	Install 183 LED Street Lights	Exterior Lighting	Complete	Jan-15	49,380						\$ 8,735	\$ 80,804	\$ 26,077	\$ 10,731	\$ 10,069	GCC/GF	SenFund
	Purchase 4 Fuel Efficient Vehicles	Vehicles	Complete	Sep-13					500		\$ 1,750	\$ 75,000	\$ -	\$ -	\$ 75,000	GenFund	SenFund
	Purchase 4 Fuel Efficient Vehicles	Vehicles	Complete	Sep-14							\$ 1,750	\$ 75,000	\$ -	\$ -	\$ 75,000	GenFund	SenFund

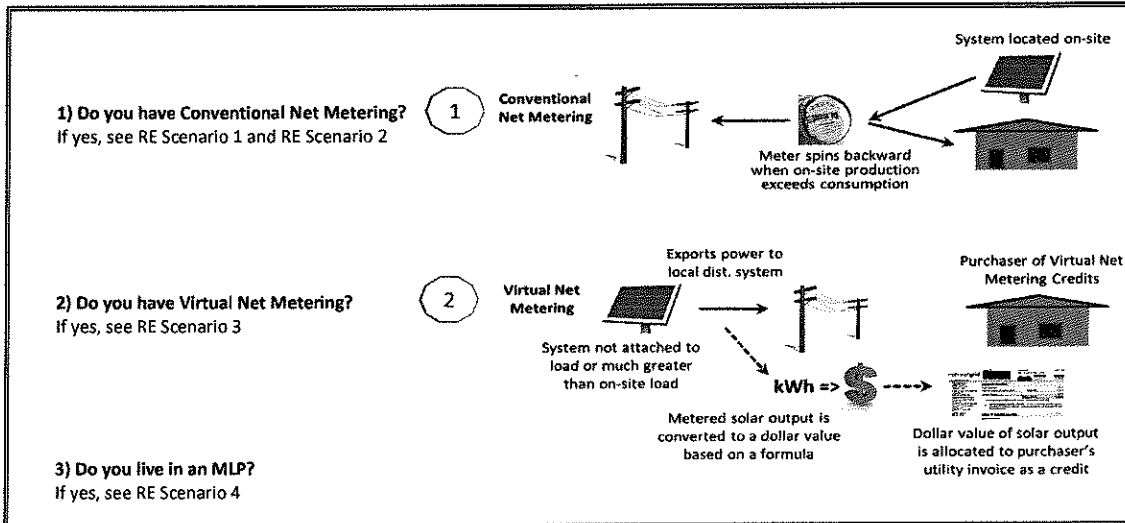
Click here to return to Table 4

Table 4
SAMPLE Energy Conservation Measures Data

ECMs			Status		Energy Data						Financial Data				Reference Data		
Category/Building Name	Energy Conservation Measure Name	ECM Type (select one from drop-down)	Status (select one from drop-down)	Status Date (Completed with month/year or planned Qtr/year)	Projected Annual Electricity Savings (kWh)	Projected Annual Natural Gas Savings (therms)	Projected Annual Oil Savings (gallons)	Projected Annual Propane Savings (gallons)	Projected Annual Gasoline Savings (gallons)	Projected Annual Diesel Savings (gallons)	Projected Annual Cost Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)	Funding Source(s) for Net Costs	Source for Projected Savings
Green School	Lighting Retrofit	Interior Lighting	Complete	Feb-11	95,252	0	0	0	0	0	\$6,000	\$25,000	\$0	\$12,500	\$12,500	Town Capital Plan FY2011	http://www.energystar.gov/business/downloads/ERP_Checklist.pdf
Town Hall	Air Sealing	Weatherization	Active	Dec-14	0	230	0	0	0	0	\$1,100	\$3,500	\$1,750	\$1,750	\$0	N/A	A-2 Energy Audit, 2008
Town Hall	New Boiler	HVAC	Planned	Q3 2015	0	17,122	0	0	0	0	\$5,000	\$50,000	\$35,000	\$15,000	\$0	N/A	Boilers-to-Go Quote, 2009
Street Lights	LED Conversion	Exterior Lighting	Active	Jan-15	5,000	0	0	0	0	0	\$2,500	\$5,000	\$0	\$2,500	\$2,500	Town Operating Budget FY2011	LED Signals Today Quote, 2009
Drinking Water Treatment Plant	2 Variable Speed Drives	Pump/Motor/Drive	Complete	Q3 2012	500,000	0	0	0	0	0	\$40,000	\$200,000	\$0	\$100,000	\$100,000	Town Bond FY2012	Energy Masters Technical Study, 2010
Vehicles	Anti-idling retrofit for 2 police cruisers	Vehicles	Complete	Q2 2014	0	0	400	400	400	400	\$4,500	\$8,000	\$0	\$0	\$8,000	Town Operating Budget FY2012	green.euofoblog.com
TOTAL Projected Savings					601,252	17,352	400	400	400	400	\$61,100	\$288,500	\$36,750	\$134,750	\$121,400		
TOTAL ENERGY SAVINGS					4,692	2,891	59	59	59	59							

GUIDANCE FOR REPORTING RENEWABLE ENERGY GENERATION AS ENERGY CONSUMPTION

The following scenarios apply to renewable energy systems that are interconnected to the electric grid. It is possible that more than one scenario applies to the same renewable energy system; for example, a solar PV system may generate less energy than its building uses in the winter (scenario 1), but generate more energy than its building uses in the summer (scenario 2). Ideally, calculations should be done for each month.

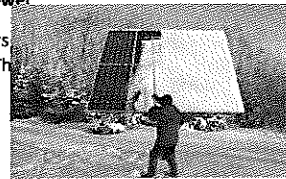


RE Scenario 1: Conventional Net Metering, System Generation < Building Use = Importing Power

If the building uses more electricity than the RE system generates, your electric meter registers power from the electric company. Then a Green Community should add in the amount of RE generation. The total kWh on electric bill + kWh generated by RE.

For example:

Total Grid Electricity on electric bill (kWh):	3,000
Total Net Metering Credits on electric bill (kWh):	0
<u>Total generated by the RE system (kWh):</u>	<u>+7,000</u>
Total building use (kWh):	10,000



power from
use = total

Find and Calculate: Find the kWh generated each month from your RE system. Contact your Regional Coordinator if you are having trouble finding the kWh generated each month.

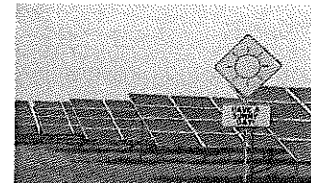
Action: Load the building renewable energy usage into MassEnergyInsight. Create a separate account for each RE system at each building. Load the RE generation for each month by going to "Upload a Spreadsheet." Choose "solar electric" or "wind power." Upload your usage data. If not using MassEnergyInsight, report to DOER in your Annual Report.

RE Scenario 2: Conventional Net Metering, System Generation > Building Use = Exporting Power

If the RE system generates more electricity than the building uses your electric meter registers negative. The RE system is exporting power to the electric company. Then a Green Community should not add in the amount of generation over and above what the building used. This means the total building bill for net metering = kWh generated by RE - kWh credited to electric bill for net metering.

For example:

Total Grid Electricity on electric bill (kWh):	0
Total Net Metering Credits on electric bill (kWh):	-1,000
<u>Total generated by the RE system (kWh):</u>	<u>+7,000</u>
Total building use (kWh):	6,000



For help locating net metering credits on your electric bill go to:

https://www.nationalgridus.com/non_html/MA_DG_First_Bill.pdf

<https://www.eversource.com/Content/ema-e/residential/programs-services/interconnections-net-metering/net-metering-faq>

Find and Calculate: Find the total kWh generated each month from your RE system. Find the net metering credits in kWh applied to your electric bill each month. Subtract the net metering credits in kWh from the total RE generated. This is your building's NET use of renewable energy generated. Contact your Regional Coordinator if you are having trouble finding the kWh generated and credited each month.

Action: Load the NET building renewable energy usage into MassEnergyInsight. Create a separate account for each RE system for each building. Load the RE generation for each month by going to "Upload a Spreadsheet." Choose "solar electric" or "wind power." Upload your usage data. Or, report to DOER in your Annual Report.

RE Scenario 3: Virtual Net Metering

If a building is virtually net metered, in which the RE system has its own separate meter but the financial credits are applied to a different building, then the actual amount of electricity use of the building will be on its electric bill. For example, a municipality may have built a solar PV array on a closed landfill. The PV system has a meter but does not link to any buildings that consume a substantial amount of energy. (The PV system will be linked to its inverter and perhaps to a small shed or security lights.) The financial value of the electricity that is generated by the landfill solar PV system is applied to an account for electric use at the town hall and to an account for electric use at the library. The electric bills for the town hall and library thus will show the amount of electricity that is actually used by those buildings, but only charge for the amount of electricity above and beyond what was generated by the solar PV system on the landfill. See DOER's Net Metering page for more details on credits for renewable generation.

Information Needed: Written confirmation of virtual net metering documenting there is a separate meter used for the RE system with only a small load-side usage. The load-side usage should be reported to MassEnergyInsight under Scenario 2 above.

Action: Generation does not impact baseline and should NOT be loaded into MassEnergyInsight. Provide information needed as noted above. Report load-side usage under Scenario 2 above.

RE Scenario 4: RE Generation to Control Rates (for MLPs)

If an MLP uses its RE generation to control its system-wide rates and does not use the RE for a specific municipal building, either directly or through virtual net metering, then the amount of RE generation does not need to be included.

Information Needed: Written confirmation of RE generation for system-wide benefit with no virtual net metering. The load-side usage should be reported to MassEnergyInsight under Scenario 2 above.

Action: Generation does not impact baseline and should NOT be loaded into MassEnergyInsight. Provide information needed as noted above.

Criterion 4 - Purchase Fuel Efficient Vehicles

1) Did you update your vehicle policy this year?

NO

2) Did you install electric vehicle charging stations?

NO

3) Did you implement anti-idling technology and/or campaigns?

NO

4) Did you implement a driving monitoring system that records miles driven and/or fuel consumption?

YES

5) Did you implement a fuel use reporting system for operators on fuel efficiency?

NO

6) Any other policies and/or technologies not listed above? Please estimate annual fuel savings from each new technology or policy in the yellow box below. Also please attach any new vehicle policies and technologies adopted by the municipality to this annual report.

NARRATIVE: NA

7) For communities that met Criterion 4 through alternative compliance, provide a narrative in the space below of the policies and programs that have been adopted to reduce fuel consumption.

NARRATIVE: NA

7b) For communities that met Criterion 4 through alternative compliance, provide as a status regarding the success of these programs and policies.

NARRATIVE: NA

8) Have there been any changes to your vehicle inventory since the last annual report?

YES

9) Please provide the most current vehicle inventory that includes ALL vehicles (Both exempt and non-exempt) for ALL departments, including schools. Please do not report any exempt off-road vehicles, trailers, etc. The inventory submitted with either your most recent Annual Report filing or, if filing for the first time, submitted with your designation application, is either contained in the next worksheet, "Crit 4 - Table 6 Vehicle Inv.," or provided as a separate file. In the inventory, 1) note in column L if a vehicle has been acquired since the last annual report, 2) if yes, note what the newly acquired vehicle replaced in the inventory in column M, and 3) note in column N if the vehicle has been retired. NOTE: For the purposes of the program, municipalities must use the EPA combined fuel economy estimate listed at FuelEconomy.gov and ensure that the rating greater than or equal to the requirement for the relevant vehicle type.

10/31/2016

Criteria #4 - Table #6 Vehicle Inventory
 Town of Medway - Vehicle Inventory (as of June 30, 2016) - See color code at end of document.

Row #	Make	Model	Year	Driv System	Year/Month Purchased or Reacquired	Medway Vehicle ID	>8500 LBS	EXEMPT OR NON-EXEMPT	MPG RATING	Vehicle Function	Department	2010 List?	2015 List?	If new acquisition, what vehicle did it replace?	Notes
NON-EXEMPT VEHICLES															
1	FORD	FOCUS	2014	2 WD		221	N	ON-EXEMPT	27	Inspections	ASSESSOR	N	Y		formerly TC-5
2	FORD	FOCUS	2014	2 WD		220	N	ON-EXEMPT	27	Inspections	BOY	N	Y		formerly TC-2
3	FORD	FOCUS	2014	2 WD		222	N	EXEMPT	27	Inspections	INSPECTOR	N	Y		formerly TC-6
4	FORD	FOCUS	2014	2 WD		247	N	NON-EXEMPT	27	Inspections	DPS	N	Y		formerly TC-8
5	MERCURY	SABLE	2008	2 WD		77	N	ON-EXEMPT	22	Admin/Command	DPS	Y	Y		formerly TC-1
6	FORD	ESCAPE	2014	2 WD		224	N	ON-EXEMPT	23	Service Calls	FIRE	N	Y		formerly GAR-10
7	FORD	F150 TRUCK	2006	2 WD		95	N	ON-EXEMPT	16	Service Calls	HIGHWAY	Y	Y		formerly TRUCK 8
8	FORD	TAURUS	2007	2 WD		54	N	EXEMPT	20	Service Calls	IT	Y	Y		formerly TC-7
9	FORD	RANGER	2003	2 WD		99	N	ON-EXEMPT	17	Service Calls	PARK	Y	Y		formerly P-4
10	FORD	FUSION HYBRID	2014	2 WD		213	N	ON-EXEMPT	88	Admin/Command	SCHOOL	N	Y		formerly SCH-SCHOOL-CAR1
11	FORD	ESCAPE	2015	2 WD		260	N	ON-EXEMPT	26	Admin/Command	WATER	N	Y		formerly 421
12	CHEVROLET	COLORADO	2005	2 WD		104	N	ON-EXEMPT	19	Service Calls	WATER	Y	Y		formerly W-4
13	CHEVROLET	SILVERADO	2004	4 WD		105	N	ON-EXEMPT	15	Service Calls	WATER	Y	Y		formerly W-5
14	FORD	CROWN VIC	2002	2 WD		204	N	ON-EXEMPT	24	Inspections	WATER	Y	Y		formerly W-6
16	FORD	EXPLORER	2016	4 WD	2015/7	271	N	ON-EXEMPT	19	Admin/Command	TOWN ADMIN	N	N		Sold 8/8/2016
EXEMPT VEHICLES															
16	FORD	F350	2008	4 WD		265	Y	EXEMPT		Service Calls/Maintenance	OPS	N	N		formerly 230
17	FORD	F250	2004	4 WD		267	Y	EXEMPT		Service Calls/Maintenance	OPS	N	N		formerly 419
18	HOLDER	C92	2014	4 WD		288	Y	EXEMPT		Service Calls	HIGHWAY	N	N		formerly 283
19	FORD	F350	2015	4 WD		245	Y	EXEMPT		Admin/Command	PARK	N	N		HOLDER 3
20	HOLT	6031 Ambulance	2012	2 WD		157	Y	EXEMPT		Emer. Response	FIRE	N	Y		formerly 302 & 305
21	INTERNATIONAL	4300	2006	2 WD		1	Y	EXEMPT		Emer. Response	FIRE	Y	Y		formerly A-1
22	HARLEY-DAVIDSON	ELECTRAGLIDE	2014	1 WD			N	EXEMPT		Emer. Response	POLICE	Y	Y		formerly A-2
23	HARLEY-DAVIDSON	MOTORCYCLE	2013	1 WD		177	N	EXEMPT		Emer. Response	POLICE	N	Y		B-1
24	CATERPILLAR	430E-IT	2012	2 WD		153	Y	EXEMPT		Service Calls	WATER	N	Y		formerly B-2
25	FORD	ECONOVAN	2009	2 WD		9	N	EXEMPT		Service Calls	BLDG MTN	Y	Y		formerly BACKHOE
26	FORD	F350	1997	4 WD		11	Y	EXEMPT		Emer. Response	FIRE	Y	Y		formerly BLDG
27	FORD	F350	1995	4 WD		10	Y	EXEMPT		Emer. Response	FIRE	Y	Y		MTNA
28	FORD	F250	2012	4 WD		159	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly BRUSH1
29	FORD	E450	2012	2 WD		112	Y	EXEMPT		Transport	COA	Y	Y		formerly BRUSH2
30	INTERNATIONAL	4400	2010	2 WD		23	Y	EXEMPT		Emer. Response	FIRE	Y	Y		formerly CAR-1
31	EMERGENCY	TYPHOON	2002	2 WD		24	Y	EXEMPT		Emer. Response	FIRE	Y	Y		formerly COA
32	PEMFA	TRUCK	1990	2 WD		26	Y	EXEMPT		Emer. Response	FIRE	Y	Y		formerly BUSSES
33	SIERRA	C8200H	2006	2 WD			Y	EXEMPT		Service Calls	FIRE	Y	Y		formerly ENGINE 1
34	FORD	F350	2001	4 WD			Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly ENGINE 2
35	HOLDER	C4.74	2007	4 WD		111	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly ENGINE 5
36	FORD	EXPLORER	2013	2 WD		169	N	EXEMPT		Emer. Response	FIRE	N	Y		formerly FIRE ALARMA
37	FORD	EDGE	2013	4 WD		176	N	EXEMPT		Admin/Command	POLICE	N	Y		formerly F1
38	FORD	EXPLORER	2010	4 WD		36	N	EXEMPT		Emer. Response	POLICE	Y	Y		formerly HOLDER 2
39	FORD	EXPLORER	2015	4 WD		248	N	EXEMPT		Admin/Command	POLICE	N	N		formerly K-1
40	FORD	EXPLORER	2014	4 WD		223	N	EXEMPT		Admin/Command	POLICE	N	N		formerly K-10
41	FORD	EXPLORER	2015	4 WD		259	N	EXEMPT		Emer. Response	POLICE	N	Y		formerly K-11B
42	FORD	INTERCEPT-SEDAN	2013	2 WD		168	N	EXEMPT		Emer. Response	POLICE	N	Y		formerly K-12
43	FORD	SEDAN	2013	2 WD		170	N	EXEMPT		Emer. Response	POLICE	N	Y		formerly K-2
44	FORD	CROWN VIC	2011	2 WD		109	N	EXEMPT		Emer. Response	POLICE	N	Y		formerly K-3
45	FORD	EXPLORER	2010	4 WD		39	N	EXEMPT		Emer. Response	POLICE	Y	Y		formerly K-4
46	FORD	TAURUS	2008	4 WD		37	N	EXEMPT		Emer. Response	POLICE	Y	Y		formerly K-5
47	CATERPILLAR	IT26G	2003	4 WD		50	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly K-6
48	JOHN DEERE	LOADER	2001	4 WD		51	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly K-7
49	WACKER NEUSON	WL30	2011	2 WD		117	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly K-8
50	E-ONE	LADDER TRUCK	2013	2 WD		171	Y	EXEMPT		Emer. Response	FIRE	N	Y		formerly L-1
51	FORD	EXPEDITION	2012	4 WD		158	Y	EXEMPT		Command/Admin	FIRE	N	Y		formerly L-2
52	FORD	F250	2014	4 WD		215	Y	EXEMPT		Admin/Command	PARK	N	Y		formerly L-3
53	FORD	F350	2009	4 WD		62	Y	EXEMPT		Service Calls	PARK	Y	Y		formerly L-4
54	DOODGE	RAM-2500	1998	4 WD		4-3A	Y	EXEMPT		Service Calls	PARK	Y	Y		formerly L-5
55	FORD	F250	2011	4 WD		107	Y	EXEMPT		Admin/Command	PARK	Y	Y		formerly L-6
56	FORD	F350	1994	4 WD		67	Y	EXEMPT		Emer. Response	FIRE	Y	Y		formerly L-7
57	FORD	F250	2004	4 WD		69	Y	EXEMPT		Service Calls/Maintenance	SCHOOL	Y	Y		formerly L-8
58	FORD	F250	2014	4 WD		212	Y	EXEMPT		Service Calls/Maintenance	SCHOOL	N	Y		formerly L-9
59	ELGIN	ELSCAN-SWEEPER	1993	2 WD			Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly LADDER 1
60	FREIGHTLINER	TRUCK	2003	2 WD		73	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly LADDER 1
61	INTERNATIONAL	700SER	2015	4 WD		249	Y	EXEMPT		Emer. Response	FIRE	N	N		formerly LADDER 1
62	INTERNATIONAL	7850	2004	2 WD			Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly LADDER 1
63	INTERNATIONAL	7400 DUMP	2014	2 WD		210	Y	EXEMPT		Service Calls	HIGHWAY	N	Y		formerly LADDER 1
64	INTERNATIONAL	4900 DUMP	1996	2 WD			Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly LADDER 1
65	INTERNATIONAL	4900 DUMP	2000	2 WD		90	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly LADDER 1
66	FORD	F350	2010	4 WD		91	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly TRUCK 3
67	INTERNATIONAL	7400 DUMP	2005	2 WD		92	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly TRUCK 4
68	MACK	R890S	2001	2 WD		93	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly TRUCK 5
69	INTERNATIONAL	4900 DUMP	1997	2 WD		94	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly TRUCK 6
70	INTERNATIONAL	400SER DUMP	1996	2 WD		96	Y	EXEMPT		Service Calls	HIGHWAY	Y	Y		formerly TRUCK 7
71	FORD	F350	2012	4 WD		155	Y	EXEMPT		Service Calls	WATER	N	Y		formerly TRUCK 8
72	INTERNATIONAL	4700 DUMP	2001	2 WD		101	Y	EXEMPT		Service Calls	WATER	Y	Y		formerly W-1A
73	FORD	F350	2013	4 WD		154	Y	EXEMPT		Service Calls	WATER	Y	Y		formerly W-2
74	FREIGHTLINER	M2106	2011	2 WD		108	Y	EXEMPT		Service Calls	WATER	Y	Y		formerly W-3
75	FORD	F550 DUMP	2013	2 WD		174	Y	EXEMPT		Service Calls	WATER	N	Y		formerly W-4
76	FORD	F350	2016	4 WD	2016/4	296	Y	EXEMPT		Emer. Response	HIGHWAY	N	N		TRUCK 1
77	INTERNATIONAL	7400 DUMP	2016	2 WD	2016/2	280	Y	EXEMPT		Emer. Response	HIGHWAY	N	N		TRUCK 2
78	FORD	F350	2016	4 WD	2015/11	277	Y	EXEMPT		Emer. Response	HIGHWAY	N	N		
79	FORD	EXPLORER	2016	4 WD	2016/6	298	N	EXEMPT		Emer. Response	POLICE	N	N		K-8
80	HARLEY-DAVIDSON	FLHTP	2016	1 WD	2015/9	278	N	EXEMPT		Emer. Response	POLICE	N	N		B-1

New Vehicles Acquired in FY 2016
 Vehicles included in FY 16 GC Annual Report
 Vehicles Retired during FY 2016

Table 6: *SAMPLE* Vehicle Inventory

[Click here to return to Table 6](#)

Model	Make	Model Year	Month/Year Purchased	Drive System: 2WD, 4 WD, or AWD	> 8500 pounds? (Y or N or NA)	Exempt or Non- Exempt? E or NE	COMBINED MPG Rating	Vehicle Function	Is this a new acquisition?	If new acquisition, what vehicle did it replace?	Removed from inventory?
Honda	Civic Hybrid	2013	July, 2013	2WD	N	NE	43	Inspector/Assess or shared car	YES	see vehicle on line 8 now deleted	
Ford	Crown Victoria	2011	April, 2011	2WD	NA	E	14	Police CRUISER			
Ford	Crown Victoria	1999		2WD	N	NE	13	Assesor			YES

Criterion 5 - Stretch Code Adoption

Date Stretch Code Concurrency Period Began:

7/1/2011

Date Stretch Code Became Sole Effective Code:

1/1/2012

Have there been any new building permits since the Stretch Code became sole effective code?

YES

If filing for the first time, please fill out the table on the next worksheet (Crit 5 - Table 7) and add rows as as needed. Please list in Table all residential and commercial projects that were affected by the Stretch Code and for which building permits have been issued since the Stretch Code became the sole effective code, along with accompanying information noted below. If a previous Annual Report was filed, your table from the previous report is provided for updating. **For notes on Certificate of Occupancy: if New Residential (NR), provide final HERS Rating; if Residential Retrofit (RR) provide HERS rating OR "P" for Prescriptive; if Commercial and > 100K sq ft, note percent energy savings relative to ASHRAE 90.1-2007.**

**NOTE: Residential Retrofit (RR)
is for substantial retrofit;
it is not for repairs, renovations or
additions.**

Table 7

Address of Building	New Residential (NR), Residential Retrofit (RR) or Commercial (C)	Date Building Permit Issued	Dated Certificate of Occupancy Issued (if not issued, please note NA)	Notes on Cert of Occupancy: HERS Rating
4 WILLIAMSBURG WAY	NR	12/10/12	12/13/2012	62
26 Broad Acre Farm	NR	6/28/2012	2/16/2013	57
5 MORNINGSIDE DR	NR	12/17/12	5/30/2013	64
IARUSSI WAY	NR	07/19/12	6/19/2013	51
WILLIAMSBURG WAY	NR	01/14/13	6/27/2013	64
17 MORNINGSIDE	NR	03/19/13	7/10/2013	69
7 MORNINGSIDE DR	NR	03/26/13	7/10/2013	68
4 MORNINGSIDE DR	NR	05/30/13	7/25/2013	64
36 DANIELS RD	NR	05/02/13	8/20/2013	56
2 IARUSSI WAY	NR	03/19/13	8/20/2013	59
2 MORNINGSIDE DR	NR	05/14/13	9/15/2013	67
WILLIAMSBURG WAY	NR	01/14/13	9/16/2013	61
2 ISLAND RD.	NR	05/02/13	10/4/2013	65
4 MORNINGSIDE DR	NR	04/10/13	10/17/2013	66
15 COTTAGE ST	NR	06/27/13	10/28/2013	68
50 Iarussi wWay	NR	7/15/2013	11/8/2013	67
32A BROKEN TREE RD	NR	12/07/12	11/18/2013	64
5 FERN PATH	NR		11/22/2013	60
4 Iarussi Way	NR		12/12/2013	64
1 Morningside Dr	NR	8/1/2013	12/17/2013	60
11 MORNINGSIDE DR	NR		2/18/2014	62
2 MORNINGSIDE DR	NR	8/1/2013	3/5/2014	62
6 FERN PATH	NR	8/8/2013	4/3/2014	52
13 Charles View Lane	NR	11/4/2013	4/17/2014	62
7 HILLSIDE CT	NR	11/8/2013	4/23/2014	67
14 Charles View Lane	NR	11/4/2013	4/29/2014	62
2 Morningside	NR	9/28/2013	5/19/2014	64
2 MAIN ST	NR	11/8/2013	5/28/2014	70
41 MORNINGSIDE DR	NR	9/27/2013	5/29/2014	63
10 WILLIAMSBURG WAY	NR	06/10/13	6/10/2014	61
12 WILLIAMSBURG WAY	NR	06/10/13	6/10/2014	59
7 WILDEBROOK	NR	12/13/2013	6/24/2014	51
11 Charles View Lane	NR	5/20/2014	7/10/2014	56
12 Charles View Ln	NR	3/13/2014	7/22/2014	56
3 Tulip Way	NR	10/30/2013	7/22/2014	68
24 Summer Valley Lane	NR	11/20/2013	8/11/2014	66
9 MILFORD ST.	NR	09/27/12	9/9/2014	63
9 Charles View Lane	NR		9/16/2014	53
5 WILLIAMSBURG WAY	NR	4/23/2014	9/22/2014	66
7 WILLIAMSBURG WAY	NR	4/23/2014	9/22/2014	66
3 Charles View Lane	NR		10/9/2014	61
9 ADAMS ST	NR	12/13/2013	10/22/2014	65
12 Charles View Lane	NR	7/19/2014	10/22/2014	61
7 Charles View Lane	NR	10/17/2014	11/7/2014	67
12 Charles View Lane	NR		11/19/2014	67

3 Overlook Dr	NR	6/27/2014	11/26/2014	65
8 Charles View Lane	NR		12/8/2014	48
13 Summer Valley Lane	NR	11/20/2013	12/15/2014	54
13 WILLIAMSBURG	NR	5/28/2014	12/22/2014	63
10 Charles View Lane	NR	7/22/2014	1/15/2015	67
15 Charles View Lane	NR	7/26/2013	1/15/2015	67
13 Applegate	NR	3/25/2014	2/26/2015	48
8 WILLIAMSBURG	NR	5/28/2014	3/20/2015	66
8 Sandstone Dr	NR		3/25/2015	52
3 PINE MEADOW RD	NR	4/25/2014	4/3/2015	61
2 Trail Dr	NR	5/7/2014	4/9/2015	49
10 Charles View Lane	NR	11/26/2013	5/20/2015	67
6 Lantern Lane	NR	6/18/2014	6/8/2015	63
9 Sandstone Dr	NR	9/16/2014	7/25/2015	58
4 Charles View Lane	NR	10/22/2014	8/19/2015	59
1 Sandstone Dr	NR	8/14/2014	9/21/2015	57
1 Sherwood	NR	8/7/2014	9/23/2015	60
4 Sandstone Dr	NR	9/16/2014	10/21/2015	57
42 Coffee St	NR			
3 Trail Dr	NR			
FY2016				
131 Summer St.	NR	7/27/2015	1/4/2016	68
6 Millstone Drive	NR	7/9/2015	1/19/2016	51
4 Millstone Drive	NR	7/9/2015	1/19/2016	54
23 Millstone	NR	7/21/2015	1/19/2016	49
31 R Coffee St	NR	3/11/2014	1/25/2016	60
12 Millstone Drive	NR	8/6/2015	2/23/2016	54
3 Cobblestone Drive	NR	7/8/2015	2/24/2016	55
8 Millstone	NR	7/15/2015	3/8/2016	56
5 Cobblestone Drive	NR	7/8/2015	3/24/2016	54
36 Millstone	NR	12/7/2015	5/5/2016	51
5 Pine Meadow Rd	NR	6/17/1015	5/17/2016	63
10 Millstone Drive	NR	7/16/2015	6/20/2016	55
7 Cobblestone Drive	NR	6/23/2015	6/20/2016	55
14 Millstone Drive	NR	10/7/2015	7/12/2016	65
30 Millstone Drive	NR	12/7/2015	7/25/2016	50
33 Millstone Drive	NR	12/7/2015	8/2/2016	50
18 Millstone Drive	NR	10/23/2015	8/2/2016	54
32 Millstone Drive	NR	12/7/2015	8/9/2016	51
35 Millstone Drive	NR	2/12/2016	8/17/2016	49
20 Millstone Drive	NR	10/23/2015	8/25/2016	54
31 Millstone Drive	NR	5/3/2016	9/14/2016	48
29 Millstone Drive	NR	4/25/2016	10/5/2016	51
3 Williamsburg	NR	10/15/2014	10/11/2016	67
9 Cobblestone Drive	NR	7/8/2015	1/12/2016	55
24 Millstone Drive	NR	10/23/2015	8/30/2016	65

Other Notes

Please provide in the space below any anecdotal information about your community's experience with the Stretch Code (e.g. local banks loaning more to people purchasing stretch code homes, satisfied homeowners, frustrated builders, etc.).

NA

Please provide in the space below any information about additional measures taken by the community that are consistent with its status as a designated Green Community(e.g. additional as-of-right siting put in place since designation for renewable or alternative energy generation, R&D, or Manufacturing facilities).

Please refer to Criteria 1 & 2 narratives.

Please provide in the space below what percentage of your municipality's electricity consumption is supported by renewable energy generation? Of this percentage, how much of this is onsite generation? How much of this is net metering? How much of this is through the purchase of Renewable Energy Certificates (RECs)?

3,431,866 kWh Total Annual Municipal Consumption 100%
608,179 kWh On-site Solar Generation 18%
1,488,997 kWh Net-metering Generation 43% (Estimated, 11/16/2016)
2,097,176 kWh Total Renewable Energy 61%

AGENDA

ITEM #3

**Authorization of Chairman to Execute
Contract with CBA Landscape Architects
LLC for Parks and Playgrounds
Improvements Project Design - \$121,770**

Associated backup materials attached:

- Request for Qualifications
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with CBA Landscape Architect LLC for parks and playgrounds improvements design in an amount not to exceed \$121,770.

TOWN OF MEDWAY, MA

Request for Qualifications Design and Project Management Parks and Playgrounds Improvements Project

Submissions of qualifications for **Medway Parks and Playgrounds Facility Improvements Project** will be accepted at the Medway Town Administrator's Office, 155 Village Street, Medway, MA, 02053, until **10:00 AM., on Friday, October 21, 2016.**

INTRODUCTION

The Town of Medway seeks to retain a firm to provide consultant services for conceptual through final design and project management of the proposed Medway Parks and Playgrounds Facility Improvements Project. The services generally include, but are not limited to: alternative development and evaluation, concept plans, preliminary design, final design and construction/bidding documents, a program/project management plan, architectural/engineering design schedules, budgets for hard and soft costs along with maintenance budgets, cost control systems and construction administration and observation services.

This project is informed by two documents, the Town of Medway's Parks, Recreation and Athletic Fields Master Plan dated July 24, 2013 and its addendum dated February 1, 2016. Both of these documents can be found on the Town of Medway's website on the EPFRAC page under Boards and Committees. The goal of this project is to enhance the following four locations: Choate Park, Oakland Park, Cassidy Field and the Medway Middle School based on the aforementioned Master Plan documents, the input of the community and the Evaluation of Parks, Fields and Recreational Areas Committee (EPFRAC), and the Community Preservation Committee's approval of the conceptual design.

Pursuant to the provisions of G.L. c. 30B, § 1 (b) (32A), contracts with architects, engineers and related professionals are exempt from the public bid laws. Such contracts are further exempt from the provisions of G.L. c. 7C. Therefore, this Request for Qualifications shall not be subject to or governed by the requirements contained therein.

All interested parties must submit ten (10) copies of their submissions containing complete information as requested in this Request for Qualifications as described herein by October 21, 2016 at 10:00 AM in the Office the Town Administrator.

PROJECT DESCRIPTION

This project (the "Project") includes upgrades, additions and improvements to Choate Park, Cassidy Field, the Middle School and Oakland Park as generally described as follows (subject to change upon final scope determination) and the Town of Medway's Parks, Recreation and Athletic Fields Master Plan documents referenced above. The final project elements will be determined by the Evaluation of Parks, Fields and Recreational Areas Committee after receiving input from the selected consultant and the residents of Medway and the approval of the conceptual design by the Community Preservation Committee.

CHOATE PARK, Oak Street

Elements to be considered may include, but are not limited to:

- Children's Playground ADA and safety improvements & program update
- Beach Area ADA Improvements
- Addition of Water Park/Splash Pad
- Choate Pond Perimeter Walkway ADA Improvements and Lighting Upgrades
- Choate Park Trail System ADA Improvements and Expansion Consideration
- Basketball and Volleyball Courts Rehabilitation
- Evaluation and design of additional parking alternatives

CASSIDY FIELD, Winthrop Street

Elements to be considered may include, but are not limited to:

- ADA Improvements
- Lighting Upgrades

MEDWAY MIDDLE SCHOOL, Holliston Street

Elements to be considered may include, but are not limited to:

- Refurbishment and/or replacement of Tennis Courts

OAKLAND PARK, Oakland Street

Elements to be considered may include, but are not limited to:

- Addition of Pavilion/Building Facility with restrooms*
(*design and construction to be bid separately)
- Children's Playground ADA and Program Improvements
- Playing Field Rehabilitation

Please note that per the terms of the funding for this project, no surface composition changes (i.e.: grass to artificial turf) to existing athletic playing fields may be made, and that any playgrounds that are to be modified or constructed as part of this program shall be designed and engineered in a manner to ensure that all cushioning materials are encapsulated below a solid surface and provides for proper accessibility for persons with disabilities. A formal funding and phasing plan is to be developed as part of this design process. An emphasis of this project is to offer amenities that are compliant with the Americans with Disabilities Act (ADA).

MINIMUM REQUIREMENTS

It is the intent of the Town of Medway to engage an engineering and design firm broadly experienced in Massachusetts municipal parks facilities and playgrounds design and construction administration for the proposed Medway Parks and Recreation Facility Improvements.

As such, to be considered, firms must meet the following minimum criteria:

1. Will have completed the design, permitting, bid and construction administration of no less than eight parks/playgrounds improvement projects within the past ten years, involving both design and construction administration.
2. Will have led communities through an alternative evaluation process with input from various stakeholder groups as well as the general public.
3. The project team must include a civil engineer and a landscape architect licensed in Massachusetts.
4. The Lead Designer and Project Manager must possess knowledge of and experience in the legal requirements of Mass. public construction projects.
5. Geographic proximity to the Town of Medway, with preference given to firms with a permanent office in Massachusetts.

Respondents shall provide documentation with their submission that demonstrates compliance with these requirements.

PROJECT REQUIREMENTS

A. Scope of Services

Please note that the Town intends to contract initially for Tasks 1 and 2 (Background investigation and Schematic Design) only. Tasks 3 through 6 may be negotiated upon successful completion of Tasks 1 and 2, as determined by the Town in its sole discretion.

Task 1: Alternative development and evaluation (up to 5 meetings).

- Attend an introductory meeting to meet stakeholders, discuss previous efforts and overall project goals and drivers.
- Review existing master plan and addendum to become familiar previously developed alternatives.
- Perform an investigation of the sites, if information is not already available in existing Parks Master Plan reports.
- Provide alternative evaluation methodology that incorporates technical, non-technical, cost and public input and results in a transparent and defensible decision making process.
- Meet with EPFRAC committee to discuss additional alternatives, opportunities to meet program goals and alternative evaluation process.
- Facilitate public forum to receive and process input from the Community regarding project scope.
- Conduct alternative evaluation and meet with EPFRAC committee to Finalize program elements

Task 2: Schematic Design (up to 6 meetings).

- Prepare preliminary schematic layout(s) for the improvements.
- Prepare preliminary construction cost estimate and schedule.
- Present these project concepts with recommendations, including alternate evaluation and resource prioritization.
- Prepare a colored rendering(s) of selected alternatives for presentation purposes.
- Attend and assist in the facilitation of a second public forum to present preliminary plan and receive Community feedback prior to final design.
- Community Preservation Committee endorsement of conceptual design.

Please note that Tasks 3, 4 and 5 (Design, Permitting and Construction Bid Documents) may be contracted following successful completion of Tasks 1 and 2, as determined by the Town in its sole discretion.

Task 3: Detailed Design Development and Preparation of Contract Documents.

- Preparation of contract bid and construction documents consistent with the approved schematic design, including complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the Project. Complete geotechnical investigations and wetlands delineation, as required. At a minimum, the Project plan set will include cover sheet, existing conditions, demolition and erosion control, layout and materials, grading and drainage, landscape plans, signage and striping, site utilities plan, sections and profiles, compliance measures and design features and mechanisms included for persons with disabilities access, and all related detail sheets and specifications found necessary to adequately construct the project. The Project manual will include the Town's front end, non-technical requirements and required technical specifications.
- During the Project design development phase, attend up to five project team progress meetings, including meetings at the 50%, 90% and 100% design submissions.

Task 4: Permitting Services.

- Prepare and file a Notice of Intent for work within a jurisdictional wetland area or buffer (if required) and attend necessary Conservation Commission meetings to support effort.
- File an application for Site Plan Approval with the Planning Board and attend up to three meetings or public hearings regarding same (if required).
- Identify and assist in obtaining other local, state and federal permits as may be required.

Task 5: Bid and Award Services.

- Assist the Town with the bid and award process, including preparation of the final construction contract documents and advertising for receipt of bids from construction contractors, and prequalification of contractors and sub-contractors (if necessary).
- Prepare and distribute all addenda, and conduct a pre-bid conference.
- Attend bid opening meeting and compile bid sheet.
- Review all bids and determine whether bids are responsible and responsive.
- Check references and make a written recommendation of award.

Please note that Task 6 (Construction Period Services) may be contracted within Design Service arrangements (Tasks 3 through 5) or may be contracted upon receiving necessary construction funding appropriation at a later date, as determined by the Town in its sole discretion.

Task 6: Construction Period Services.

- Provide standard construction period services, including preconstruction conference and general administration of the construction contract.

- Reconcile existing conceptual estimates, design development, and 50% construction documents.
- Prepare a master project schedule and preliminary construction schedule.
- Work with owner and architect to develop detailed project-specific quality control program.
- Monitor critical layout for proper compliance with specifications.
- Monitor each phase of construction for proper compliance with plans and specifications.
- Review and comment on all samples, schedules, and shop drawings submitted by Contractor.
- Recommend condemnation of all Project work that fails to conform to the contract documents.
- Decide all questions regarding interpretation of or compliance with the construction documents, except as the Town may, in writing, otherwise determine.
- Review and act on all requests for changes in the plans, specifications or contracts for the Project.
- Weekly site review and participation, on-site, in weekly project meetings with General Contractor, subcontractors, and others as required by the Town.
- Review and submit Contractor payment requests.
- Develop final punch list.
- Conduct final walk through and acceptance with Owner.
- Secure all guarantees.

B. Specific Designer Services

The design team shall include, at a minimum, the following disciplines:

- Civil Engineering
- Landscape Architecture
- Environmental Permitting
- ADA and AAB Accessibility Design
- Site Electrical Engineering
- Structural Engineering
- Cost Estimating

Preference shall be given to firms offering these services in-house.

GENERAL INSTRUCTIONS TO SUBMITTING FIRMS/RESPONDENTS

Pursuant to the provisions of G.L. c. 30B, § 1 (b) (32A), contracts with architects, engineers and related professionals are exempt from the public bid laws. Such contracts are further exempt from the provisions of G.L. c. 7C. Therefore, this Request for Qualifications shall not be subject to or governed by the requirements contained therein.

All services provided under any contract issued pursuant to this Request for Qualifications must comply with all state and local codes, and Massachusetts licensed professionals will be used for all required disciplines.

The Town of Medway, hereinafter referred to as “the Town,” reserves the right to approve, accept or reject any or all submissions in whole or in part.

The Town reserves the right to waive any formalities in submissions, to reject any or all submissions, or to accept the ones that, in its judgment, will be in the best interest of the Town. The Town reserves the right to determine equivalency of all proposals.

The Town of Medway does not discriminate on the basis of sex, race, religion or national origin.

The Town of Medway is an affirmative action/equal opportunity employer.

All text documents are to be provided in Microsoft Word, and all drawings are to be prepared in AutoCAD format to be compatible with existing Town documentation.

Ten (10) copies of the submission shall be submitted no later than **10:00 AM on October 21, 2016**. Submissions should be submitted to and addressed as follows:

**Medway Town Hall
155 Village Street
Medway, MA 02053**

ATTN: Office of the Town Administrator

Postmarks will not be considered. It is the sole responsibility of the submitting firm to insure that its proposal arrives on time at the designated place.

The Town will respond to questions if received at least one (1) week in advance of the deadline for qualifications submittal. All questions must be in writing and should be emailed to:

Allison Potter
Assistant Town Administrator
Email: apotter@townofmedway.org

Written responses will be sent to all potential respondents of record.

The submission shall be signed by the submitting firm, with full knowledge of and agreement with the general specifications, conditions and requirements of this Request for Qualifications (RFQ).

If the Town determines that it is necessary to change any part of this RFQ or provide additional information or clarifications, an addendum will be issued and furnished to each prospective respondent that has received a copy of this RFQ.

Submissions may be amended up until the deadline for submission. Amendments must be submitted sealed and in writing, clearly stating the changes to the submission.

Submissions may be withdrawn by written request up until the submission deadline.

Conditional submissions will not be considered.

Submissions must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

All expenses associated with preparing and submitting submissions shall be the responsibility of the submitting firm.

Submissions shall be in full conformity to the RFQ instructions and using the exact format of the form(s), on the submitting firm's letterhead, and shall be signed by an officer of the company/corporation.

Submissions must be submitted in a sealed envelope clearly marked with the name of the firm and "RFQ: Parks Improvements Project".

The Town of Medway may make such investigation, as deemed necessary, to determine the ability of the submitting firm to discharge his contract, including contacting prior clients. Submitting firms shall furnish the Town with all such information and data, as may be required, for that purpose. The Town reserves the right to reject any submissions that fail to satisfactorily convince the Town that he/she is properly qualified by experience and/or has the facilities to carry out the work called for herein.

EVALUATION CRITERIA

The Evaluations of Parks, Fields and Recreational Areas Committee (EPFRAC) will evaluate responsive submissions for the following evaluation criteria and assign the rank of "highly advantageous," "advantageous," "not advantageous," or "unacceptable." Any proposal that receives an "unacceptable" rating for any of the criteria may be rejected.

1. Expertise of assigned staff, based on education, training, and experience and common shared experience of team members as a team. Preference will be given to firms with multi-disciplines.

Unacceptable:	Proposal fails to indicate a well-established firm/applicant with proximity and availability of staff with applicable expertise to complete the work. Limited to no shared team experience. No evidence of capacity to complete the project within Town's schedule.
Not Advantageous:	Proposal fails to provide evidence of a well-established firm/applicant, with proximity or availability of staff with applicable expertise to complete the work. Limited

	shared team experience. Insufficient evidence of capacity to do the project within the Town's schedule.
Advantageous:	Proposal provides a history of firm/applicant with proximity or availability of staff with applicable expertise to complete the work. Proposed team has some shared team experience. Proposal provides adequate evidence of capacity to complete the project within Town's schedule.
Highly Advantageous:	Proposal provides a detailed history of the firm/applicant that indicates a well-established firm/applicant with proximity and availability of staff with appropriate expertise to complete the work. Proposed team has frequent shared team experience. Provides clear evidence that the firm/applicant has capacity to complete the project within the Town's schedule.

2. Direct experience of the firm in the designing, permitting and construction oversight of municipal parks and recreation facility projects.

Unacceptable:	Firm has fewer than five similar projects in the past ten years.
Not Advantageous:	Firm has between 5 and 7 similar projects in the past ten years.
Advantageous:	Firm has between 8 and 10 similar projects in the past ten years.
Highly Advantageous:	Firm has 12 or more similar projects in the past ten years.

3. Quality of previous similar projects, based on references, awards and other achievements.

Unacceptable:	No positive references, awards or other achievements.
Not Advantageous:	One positive reference, award or other achievement.
Advantageous:	Two to three positive references, awards or other achievements.
Highly Advantageous:	Four or more positive references, awards or other achievements.

4. Familiarity with the project site and project requirements.

Unacceptable:	Does not demonstrate knowledge of sites or project requirements.
Not Advantageous:	Does not address project sites individually and/or requirements, including those related to ADA.

Advantageous:	References each site and requirements, including ADA, without addressing specific details.
Highly Advantageous:	Addresses each site in detail and the specific project requirements, including ADA.

5. Interview/Presentation (finalists only)

Unacceptable:	Vague responses, does not demonstrate familiarity with the project or alternative evaluation methodology, does not engage with interviewers, does not address ADA elements of project.
Not Advantageous:	Responses inadequate in detail, lack of positive dynamic with interviewers, lack of attention to alternative evaluation methodology and the ADA elements of project.
Advantageous:	Responsive to questions, articulate responses, demonstrates familiarity with project and alternative evaluation methodology, acknowledges importance of ADA component of project.
Highly Advantageous:	Thorough responses, conveys comprehensive familiarity with the project and alternative evaluation methodology, interactive, offers solutions, addresses ADA elements of project.

PROPOSED TIME TABLE

The following schedule is anticipated for review of the submissions and award of this contract.

1. RFQ Deadline: October 21, 2016, 10:00 AM
2. Evaluation and Interviews: October 25 – November 1, 2016
3. Successful Consultant Announced: November 7, 2016
4. Contract Executed: November 21, 2016
5. Site Investigation Complete: November 30, 2016
6. Program Development: December 1 – 31, 2016
7. Concept Plans and Cost Estimates Complete: January 3, 2017
8. 50% Design Development Plans: January 31, 2017
9. 90% Design Development Plans: February 14, 2017
10. Permitting Application/Hearings: February 15 – March 15, 2017

11. 100% Construction/Bid Documents: March 21, 2017
12. Bidding: March 28 – April 25, 2017
13. Award: May 15, 2017
14. Construction, Phase 1: June – October 2017

SUBMISSION REQUIREMENTS

Each Respondent shall provide the follow in strict compliance with this RFQ:

Ten copies of the submission.

Cover Letter. Provide a synopsis of the proposal with descriptions of the firm, project team, and project understanding. Discuss experience with alternative evaluation methodology.

Description of Project Team. Provide a graphic organization chart of the project team. Provide Massachusetts professional registration numbers and Massachusetts Certified Public Purchasing Official (MCPPO) numbers (if so certified) of the Project Manager, Civil Engineer(s) and Landscape Architect. Clearly show outside consultants included in the project team. Follow the chart with full resumes of key project team members.

A complete list of references for all comparable projects (form attached).

Representative Project Experience.

- Complete project sheets for no less than three and no more than five comparable projects listed on your reference form. These should be representative analogous projects for which the design firm was the prime consultant and were completed within the past ten years. Each sheet will include photo(s) of the completed construction, a project description, the constructed cost and client / owner. Do not include projects completed by proposed team members while employed with other firms.

Project Schedule

Certificate of Non-Collusion (form attached)

Certificate of Compliance with Massachusetts Tax Laws (form attached)

Certificate of Authority (form attached)

RULE FOR AWARD

All submissions received will be reviewed and evaluated by the Evaluation of Parks, Fields and Recreational Areas Committee (EPFRAC) based on the qualifications and evaluation criteria listed in this RFQ. Based on the review of the submissions, the Committee shall determine three finalists. The finalists to be interviewed will be notified at least three business days prior to their scheduled interview. Interviews will be conducted as part of a posted public meeting. To allow the Committee to best evaluate each finalist, key personnel listed in the proposal for each finalist

individual/firm must attend and participate in the interview. During the evaluation and interview process, the Town reserves the right to request additional information or clarification from any submitting firm, or to allow corrections of errors or omissions.

The consideration of all submissions and subsequent selection of the successful submission shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin.

The Committee will rank the finalists, document the reasons for the rankings and determine which finalist individual/firm has submitted the most advantageous proposal to the Town, taking into consideration the qualifications and evaluation criteria listed in this RFQ. The Committee will then negotiate the fee and other terms of the contract with the top ranked individual/firm based on the qualifications criteria to the satisfaction of the Committee on behalf of the Town, in the Town's sole discretion. If the Committee is unable to reach a satisfactory agreement with the first recommended individual/firm, the Committee may in its discretion decide to terminate negotiations with that individual/firm and may begin negotiations with the second-ranked individual/firm.

Upon conclusion of the negotiations, the Committee shall submit its recommendation to the Board of Selectmen. The contract shall be awarded by the Medway Board of Selectmen at its sole discretion. The selected individual/firm will be required to enter into a contract for consulting services for Tasks 1 and 2 (contract attached). Tasks 3 through 6 may be negotiated with the selected individual/firm upon successful completion of Tasks 1 and 2. The contract contains the terms and conditions to which the Respondent agrees by submission of its proposal. The terms may be subject to reasonable modifications acceptable to the Town through negotiations. Prior to execution of the contract, the selected individual/firm will be required to submit to the Town a certificate of insurance evidencing insurance coverage that meets the requirements set forth in the attached contract.

The selected firm/individual shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151B of the Massachusetts General Laws).

Do not complete or return the Contract template with the proposal.

PUBLIC RECORD

All materials, drawings, plans, and other documents submitted in response to this RFQ shall become property of Town of Medway when received and are deemed public records under M. G. L. Chapter 30B, s. 3 and are open to public inspection and may be disposed of without notification; however, all inter-agency or intra-agency communications made in connection with the evaluation of the proposals shall remain confidential until the award of a contract pursuant to this RFQ pursuant to G.L. c. 4, §7, cl. 26th (h).

Representative Experience.*

List a minimum of eight (8) projects involving parks, playgrounds and recreation facility improvements, which have been completed on behalf of Massachusetts municipalities or schools within the past ten (10) years.

Project Name	Location	Year Completed	Prime Consultant (Y/N)	Owner Point of Contact and Phone	Primary Project Elements
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

* Note: No projects will be included that were completed by project team members while employed by other firms.

Town of Medway
Parks Improvements Project RFQ
Addendum #1
October 14, 2016

Answers to questions submitted by prospective respondent:

1. The RFQ mentions a 2016 update to the master plan; however, both the links on the EPFRAC page link to documents dated 2013 that appear to be the same. Is the 2016 addendum available?

The 2016 addendum has been added to the website and is attached to this response.

2. It is our understanding that no pricing information is requested at this time; is that correct?

No pricing information is requested at this time.

3. At Choate Park and Oakland Park, regarding the Children's playground, is the intent to replace the existing play equipment, or to make the minimum necessary improvements to address ADA and safety? (Or is that scope still to be determined based on the analysis of alternatives?)

The scope of the playground upgrades at Choate is to be determined.

4. At Cassidy Field, is the intent to upgrade/add sports lighting, pedestrian lighting, or both?

The lighting elements are to be determined, but it is anticipated that there will be sports lighting and pedestrian lighting connecting Cassidy Field to Choate Park.

5. At Oakland Park, will the pavilion's design and construction likely be concurrent with the park renovation project (requiring coordination), or is it likely to be an entirely separate phase?

The pavilion design and construction is anticipated to be concurrent with the park renovation project.

6. At Oakland Park, regarding Playing Field Rehabilitation - is the Town considering synthetic turf surfacing, or is the intent to have the field remain natural lawn?

There is no intent to change a grass field to a synthetic turf field.

7. The Scope of Services makes no mention of site surveys. Does the Town already possess topographic / boundary surveys of the sites? If not, will you be procuring them outside this contract or should we include that capability in our Qualifications?

The Town does not intend to procure site surveys outside of this contract.

8. The Evaluation Criteria mention demonstration of understanding of the project sites and scope, but the Submission Requirements list of sections does not appear to include a place for that. Is the list under Submission Requirements intended to be followed precisely, or should we add sections as appropriate to demonstrate the Evaluation Criteria?

Please demonstrate an understanding of both the project sites and the scope in response to RFQ.

9. The Submission Requirements list includes a Project Schedule, but the RFQ package already has a detailed Project Schedule. Are you just looking for firms to confirm their ability to meet the proposed schedule and/or note any proposed changes? Or is that section intended for something else?

Please confirm ability to meet schedule and flexibility to meet changes to schedule.

**AGREEMENT BETWEEN
THE TOWN OF MEDWAY AND _____**

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made on the ____ day of _____, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as “Town”), and **(insert business name)**, (hereinafter “Consultant”), a design firm incorporated in the state of Massachusetts with its principle place of business at (insert address).

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **(insert project name)** (hereinafter referred to as the “Project”) for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

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

1.0 CONTRACT DOCUMENTS

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

- 1) This agreement between Town and Consultant.
- 2) Request for qualifications (RFQ).
- 3) Consultant's quotation or price proposal dated (insert date).
- 4) Town letters of all Addendums and clarifications.
- 5) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

2.0 CONSULTANT’S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town’s written authorization for Consultant to proceed with the professional services described in the Consultant’s proposal (hereinafter referred to as “Design Services”), Tasks 1 and 2. Tasks 4, 5, and 6 may be negotiated upon successful completion of Tasks 1 and 2, at the sole discretion of the Town. Task 7 (Construction Period Services) is subject to appropriation and will only be authorized by a further Notice to Proceed issued by the Town to Consultant.

3.0 GUARANTEES AND WARRANTIES BY ENGINEER

The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Design Services. **The Consultant shall not be liable for any use, reuse, or modification of Consultant authored documents prepared under this Agreement that occurs without the Consultant's consent and professional involvement.**

5.0 TOWN'S RESPONSIBILITIES

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Design Services. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Design Services. However, Town shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR DESIGN SERVICES

The Town shall pay the Consultant for the performance of this Agreement, not to exceed sum of **\$(insert amount) (insert written amount)**. **The fee is itemized as:**

Tasks 1-2 (insert amount)

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

This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of the Town of all claims and all liability by the Consultant. No

payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

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

7.0 SUSPENSION OF WORK

If Town is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Design Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Design Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another designer for the completion of Design Services, in the excess of what Town would have paid Consultant for the completion of Designer Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due consultant shall be determined by Town in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

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

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

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

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

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

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

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

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

9.4 Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

9.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

10.0 INDEMNIFICATION

Consultant hereby agrees to indemnify and hold harmless Town and its officers, employees and agents from and against claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of defending any action, of or by anyone to the extent caused by negligent act or omission of the Consultant, its subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by Town

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

11.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the Consultant certifies under the penalties of perjury that the

Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Corporate Contractor

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

11.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Design Services, the Project, or otherwise.

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

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

Consultant

By its duly authorized representative

By:

Title: Principal

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

Funding Source:

Account: _____

Town Accountant

Dated: _____

Approved as to availability of funds

Town Counsel

Dated: _____

Approved as to form

CERTIFICATE AS TO CORPORATE CONSULTANT

I, _____, certify that I am Secretary of the Corporation named as Consultant in the Proposal; that _____ who signed said Proposal on behalf of the Consultant was then _____ of said Corporation; that I know his signature and that his signature hereto is genuine and that said Proposal was duly signed, sealed, and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

(Signature)

Secretary
(Title)

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

CERTIFICATE OF VOTE

(to be filed if Consultant is a Corporation)

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

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

a meeting of the Directors of said Company, duly called and held on _____ ,
(Date of Meeting)

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

VOTED: _____ To authorize and empower

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

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

By: _____
(Secretary of Corporation)
A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____

(Date)

CERTIFICATE OF NON-COLLUSION

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

Name of Business: _____

Signature: _____

Name of Person signing Proposal: _____

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

Corporate Name (please print or type)

Signature of Corporate Officer Date

Name of Corporate Officer (please print or type) Title

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.

**AGREEMENT BETWEEN
THE TOWN OF MEDWAY AND CBA LANDSCAPE ARCHITECTS LLC_
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made on the ____ day of _____, 2016, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as “Town”), and CBA Landscape Architects LLC, (hereinafter “Consultant”), a design firm organized and registered in the state of Massachusetts with its principle place of business at 24 Thorndike St, Cambridge, MA 02141.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **Parks and Playgrounds Improvements Project** (hereinafter referred to as the “Project”) for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

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

1.0 CONTRACT DOCUMENTS

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

- 1) This agreement between Town and Consultant.
- 2) Request for qualifications (RFQ).
- 3) Consultant's quotation or price proposal dated November ____, 2016.
- 4) Town letters of all Addenda and clarifications.
- 5) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

2.0 CONSULTANT’S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town’s written authorization for Consultant to proceed with the professional services described in the Consultant’s proposal (hereinafter referred to as “Design Services”), Tasks 1 and 2. Tasks 4, 5, and 6 may be negotiated upon successful completion of Tasks 1 and 2, at the sole discretion of the Town. Task 7 (Construction Period Services) is subject to appropriation and will only be authorized by a further Notice to Proceed issued by the Town to Consultant.

3.0 STANDARD OF CARE BY CONSULTANT

The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of Town upon payment for services rendered. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Design Services. **The Consultant shall not be liable for any use, reuse, or modification of Consultant authored documents prepared under this Agreement that occurs without the Consultant's consent and professional involvement.**

5.0 TOWN'S RESPONSIBILITIES

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Design Services. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Design Services. However, Town shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR DESIGN SERVICES

The Town shall pay the Consultant for the performance of this Agreement, not to exceed sum of **\$121,770 (one hundred twenty-one thousand seven hundred seventy dollars)**. **The fee is itemized as:**

RFQ Tasks 1 and 2

\$121,770

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

This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall

operate as a release of the Town of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

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

7.0 SUSPENSION OF WORK

If Town is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Design Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Design Services remaining to be done on such terms and in such manner as Town shall determine. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due consultant shall be determined by Town in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

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

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

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

8.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

8.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

9.0 INSURANCE

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

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

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

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

9.4 Professional liability insurance covering Consultant's errors or omissions with limits of at least \$1,000,000.00 for each claim and at least \$2,000,000.00 in the aggregate.

9.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy other than professional liability and workers' compensation. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

10.0 INDEMNIFICATION

Consultant hereby agrees to indemnify and hold harmless Town and its officers, and employees from and against claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of defending any action where recoverable under applicable law, of or by anyone to the extent caused by negligent act or omission of the Consultant, its subcontractors and its and their agents or employees in the performance of the services performed pursuant to this Agreement and/or failure to comply with terms and conditions of this Agreement.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

11.4 Inspection by Town

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

11.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

11.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

11.8 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Design Services, the Project, or otherwise.

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

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

TOWN OF MEDWAY
By its Board of Selectmen

Consultant

By its duly authorized representative
CBA Landscape Architects LLC

By:



Title: Principal

Funding Source:

Account: _____

Town Accountant

Town Counsel

Dated: _____

Dated: _____

Approved as to availability of funds

Approved as to form

Not Applicable

CERTIFICATE AS TO CORPORATE CONSULTANT

I, _____, certify that I am Secretary of the Corporation named as Consultant in the Proposal; that _____ who signed said Proposal on behalf of the Consultant was then _____ of said Corporation; that I know his signature and that his signature hereto is genuine and that said Proposal was duly signed, sealed, and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

(Signature)

Secretary

(Title)

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

Not Applicable

CERTIFICATE OF VOTE

(to be filed if Consultant is a Corporation)

I, _____, hereby certify that I am the duly qualified and (Secretary of the Corporation)

acting Secretary of _____ and I further certify
(Name of Corporation)

that at a meeting of the Directors of said Company, duly called and held on

_____, at which all Directors were present and voting, the following
(Date of Meeting)

vote was unanimously passed:

VOTED: _____ To authorize and empower

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

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

By: _____
(Secretary of Corporation)
A True Copy:


Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

CERTIFICATE OF NON-COLLUSION

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

Name of Business: CBA Landscape Architects LLC

Signature: 

Name of Person signing Proposal: Clara C. Batchelor

AGENDA

ITEM #4

**Recognition of Generosity – R.P. Marzilli &
Company**

Associated backup materials attached:

- Thank You Letter

Board of Selectmen

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



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

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

November 14, 2016

Robert Marzilli
R. P. Marzilli & Company, Inc.
21A Trotter Drive
Medway, MA 02053

RE: Choate Park Tree Donation

Dear Mr. Marzilli,

On behalf of the Town of Medway, we would like express our sincere gratitude to all of you at R.P. Marzilli & Company for the generous donation of a 17' Norway spruce tree recently transplanted to Choate Park. This beautiful new addition to the Park will act as a focal point for the Town's Annual Christmas display year after year.

Thank you for your generosity and ongoing acts of kindness you have demonstrated by not only the donation and transplanting of the Norway Spruce at Choate Park, but also the transplanting of an existing Weeping False Cypress. We are truly grateful for the time and efforts that went into this project.

On behalf of the Board of Selectmen, we sincerely thank you for this gift.

Very Truly Yours,

Glenn Trindade
Board of Selectmen Chairman

AGENDA

ITEM #5

Approval – One-day Liquor License Requests

- a) Thomas McKenna- Thayer Homestead – November 24, 2016
- b) Rich Eustis – Thayer Homestead- December 10, 2016
- c) Nancy Toohey – Thayer Homestead – January 22, 2017
- d) Sue Rojee – Thayer Homestead – January 29, 2017

Associate backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion: I move that the Board approve one day liquor licenses for Thomas McKenna, Rich Eustis, Nancy Toohey and Sue Rojee for their events to be held at the Thayer Homestead on November 24 & December 10, 2016 and January 22 & January 29, 2017, 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.

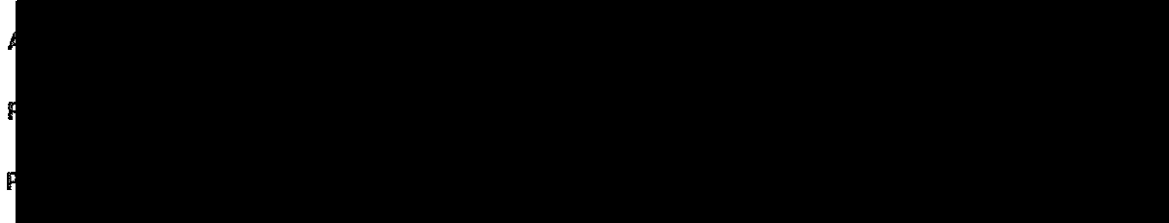
Application must be submitted at least two weeks prior to event.

Fee: \$0

All Alcohol [] Wine and Malt [X]

Event Thanksgiving day Family Gathering

Name of Organization/Applicant Thomas McKenna III



Non-Profit Organization Y [X] N []

Attach non-profit certificate of exemption

Event Location Thayer Homestead 2B Oak St. Medway MA. 02053

Event Date Nov. 24, 2016

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

Is event open to the general public? Y [] N [X]

Estimated attendance 50

Will there be an age restriction? Y [] N [X]

Minimum age allowed:

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

Is there a charge for the beverages? Y N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

NONE

Provisions for Security, Detail Officer *No*

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

Experience _____

The following may be required:

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

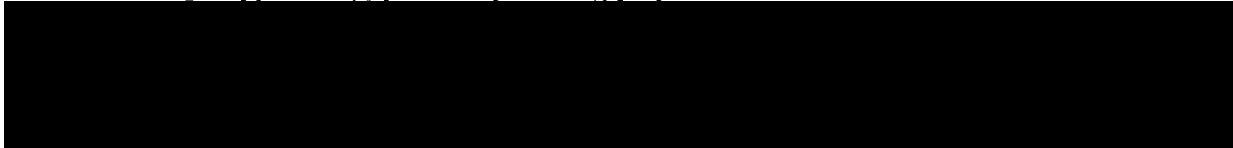
Date of Application _____

Applicant's Signature

Thomas J. McKenna #

Applicant's Name

THOMAS MCKENNA #



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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 9, 2016

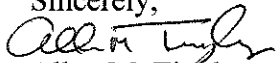
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Thanksgiving Day Family Gathering

I have reviewed the request from Thomas McKenna III for a one day wine and malt license for a Thanksgiving Day family gathering, to be held at the Thayer House, 2B Oak Street, on November 24, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine and malt is to be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

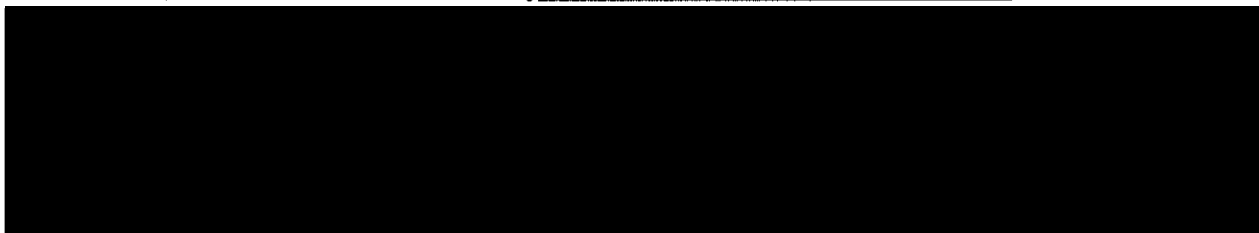
Application must be submitted at least two weeks prior to event.

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

All Alcohol _____ Wine and Malt X

Event Birthday Party

Name of Organization/Applicant Rich Justis



Non-Profit Organization Y _____ N X

Attach non-profit certificate of exemption

Event Location Taylor House

Event Date 12-10-16

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 6pm - 11pm

Is event open to the general public? Y _____ N X

Estimated attendance 60-80

Will there be an age restriction? Y _____ N X

Minimum age allowed:

How, where and by whom will ID's be checked? all beer + wine
will be handled by a hired bartender (yet to be employed).

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 None

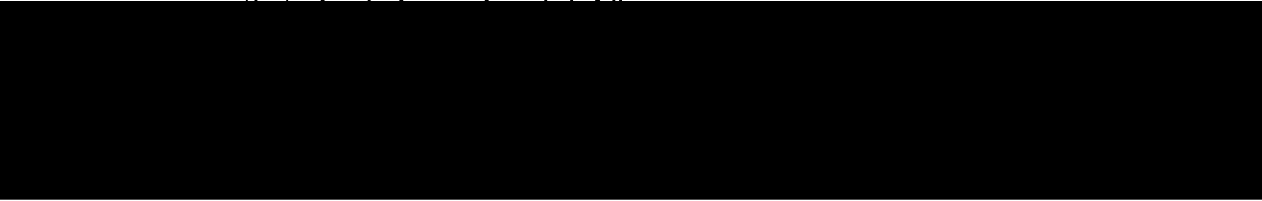
Does the applicant have knowledge of State liquor laws? Y X N

Experience Attorney for 21 year. Current Clerk Magistrate.

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

Date of Application 11.14.16

Applicant's Signature [Signature]
[Signature]



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 Millford St _____ Date

Board of Health _____
Town Hall, 2nd 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

November 16, 2016

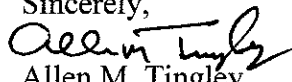
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Richard Eustis for a one day wine and malt license for a birthday party, to be held at the Thayer House, 2B Oak Street, on December 10, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages are 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 will be checking ID's of individuals being served alcohol at the party.

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.

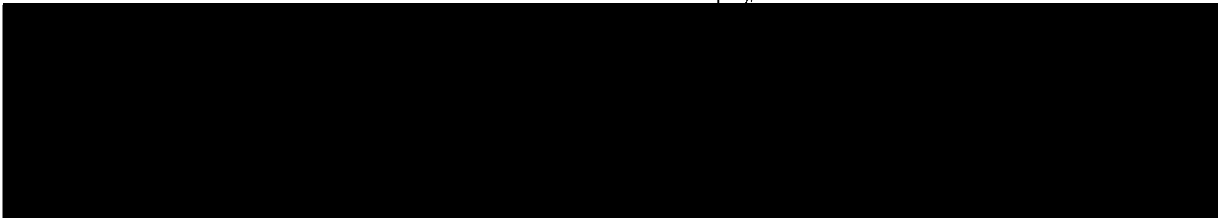
Application must be submitted at least two weeks prior to event.

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

All Alcohol _____ Wine and Malt X - punch

Event Baby Shower

Name of Organization/Applicant Nancy Toohey



Non-Profit Organization Y _____ N [checked]

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 1/22/17

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

Is event open to the general public? Y _____ N [checked]

Estimated attendance 60

Will there be an age restriction? Y _____ N [checked]

Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training _____

Provisions for Security, Detail Officer _____

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

Experience _____

The following may be required:

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

Date of Application 10/27/16

Applicant's Signature Mary A. Tooley

Applicant's Name _____

Address _____

Phone () _____ Fax () _____ Email _____

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

Board of Health _____
Town Hall, 2nd 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

November 9, 2016

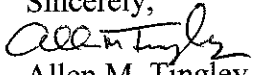
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Nancy Toohey for a one day wine and malt license for a baby shower, to be held at the Thayer House, 2B Oak Street, on January 22, 2017. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

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

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

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

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

All Alcohol _____ Wine and Malt

Event Baby Shower

Organization/Applicant Sue Rojee

FID# _____

Phone (508) _____

Non-Profit Organization Y _____ N _____

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 1/29/17

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

Is event open to the general public? Y _____ N

Estimated attendance 50

Will there be an age restriction? Y _____ N

Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer _____

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

Experience _____

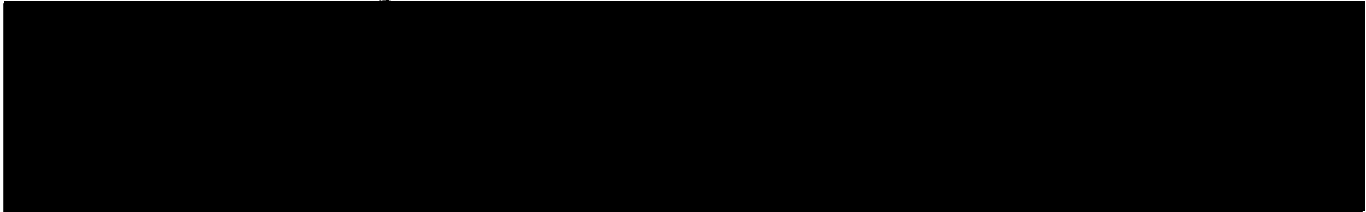
The following may be required:

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

Date of Application 11/10/14

Applicant's Signature Sue Rojee

Applicant's Name Sue Rojee



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

Police Department _____ Date
315 Village St

Fire Department _____ Date
44 Milford St

Board of Health _____ Date
Town Hall, 2nd Fl

Building Department _____ Date
Town Hall, 1st Fl



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 16, 2016

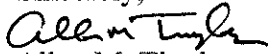
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Sue Rojee for a one day wine and malt license for a baby shower, to be held at the Thayer House, 2B Oak Street, on January 29, 2017. I approve of the issuance of this one day wine and malt license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #6

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
7	10/17/2016	Benches at memorial park across from Police Station	TA/DPS	

AGENDA

ITEM #7

Approval of Warrants

Warrants to be provided at meeting

AGENDA

ITEM #8

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.**

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	<u>\$ 818,460.28</u>
	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

1 Board of Selectmen's Meeting
2 June 20, 2016, 7:00 PM
3 Sanford Hall, Town Hall
4 155 Village Street
5
6

7 Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk; Dennis
8 Crowley, Member; and Glenn Trindade, Member.
9

10 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
11 Stephanie Mercandetti, Community Development Director; Tom Holder, Director, Department of Public
12 Services; Jeffrey Lynch, Fire Chief.
13

14 Others Present: Andy Rodenhiser, Chair, Planning and Economic Development Board.
15

16 *****
17

18 At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.
19

20 **Public Comments:** None.
21

22 **Reorganization of Board (Chair, Vice Chair and Clerk)**

23 *There were no background materials.*
24

25 Chairman Foresto thanked the Town Administrator, Town Departments, and Town Boards and
26 Committees for their hard work this past year.
27

28 **Chairman Foresto nominated Glenn Trindade to serve as Chair of the Board of Selectmen;**
29 **Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**
30

31 **Selectman Crowley nominated Maryjane White to serve as Vice Chair of the Board of Selectmen;**
32 **Chairman Trindade seconded. No discussion. VOTE: 5-0-0.**
33

34 **Selectman Foresto nominated Richard D'Innocenzo to serve as Clerk of the Board of Selectmen;**
35 **Chairman Trindade seconded. No discussion. VOTE: 5-0-0.**
36

37 Selectman Foresto and Chairman Trindade switched seats.
38

39 Selectman Crowley noted that the past year was a tough one with two major projects. He stated that
40 Selectman Foresto remained very neutral showing great patience in allowing people to express their
41 opinions. Board members concurred.
42

43 **Discussion – Eversource Security Fencing on West Street**

44 *There were no advance background materials. Three posters were displayed during the meeting.*
45

46 Present: Stephanie Mercandetti, Community Development Director; Andy Rodenhiser, Chair, Planning
47 and Economic Development Board; Eversource representatives: Jack Lopes, Community Relations; Bill
48 Blanchard, Project Manager; John Ziko, Substation Engineering.
49

50 Mr. Lopes reported there have been multiple meetings on this project out on West Street. We will
51 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
49	16-52	Town Expense	<u>\$487,778.28</u>
50		TOTAL	\$934,570.13

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 Sigris – 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 Sigris 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
27

17-8	Town Expenses	\$872,702.40
17-7AS	School Payroll	<u>\$ 2,970.77</u>
	TOTAL	\$875,673.17

28
29
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 #9

Town Administrator's Report

AGENDA

ITEM #10

Selectmen's Reports