

Board of Selectmen

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



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

December 5, 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. Gift Acceptance Request – Choate Park Clock – Jim Smith
2. Approval – Municipal Aggregation Consultant Contract – Colonial Power Group
3. Consideration of Appointment – Medway Cultural Council – Carla Cataldo
4. Discussion – Fiscal Year 2018 Budget Policy
5. Vote – Increase Conservation Commission Membership from Five to Seven
6. Discussion – Potential Donation of Land on Summer Street
7. Annual License Renewals (See List Following Agenda)
8. Approval – Banner Display Request
9. Approval – One-Day Liquor License Requests
 - a. Anne Mahaney & Jim Sullivan – Thayer Homestead – December 27, 2016
 - b. Elaine Sullivan – Thayer Homestead – February 19, 2017
10. Action Items from Previous Meeting
11. Approval of Warrants
12. Approval of Minutes
13. Town Administrator's Report
14. 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 19, 2016 --- Regular Meeting

January 3, 2017 ---- Regular Meeting

LICENSEE NAME	LICENSE TYPE
Medway Veterans Building d/b/a Medway Post #1526 VFW	Alcohol
	Common Victualler
	Automatic Amusement
	Live Entertainment
Select Used Cars Corp.	Class II
Dufficy Enterprises, Inc. d/b/a Domino's	Common Victualler
Sri Sataram Enterprises, Inc. d/b/a Medway Mart	Alcohol (Wine & Malt)
Galante's Deli & Luncheonette	Common Victualler
Faltos, Inc. d/b/a Medway Village Pizza	Common Victualler
Starbucks Corporation d/b/a Starbucks Coffee	Common Victualler
Cumberland Farms Inc. d/b/a Cumberland Farms	Common Victualler
Paul Tingley d/b/a Tingley's	Common Victualler
Vivaan LLC. d/b/a One Stop Convenience	Alcohol (Wine & Malt)
Yama Fuji, Inc. d/b/a Yama Fuji	Alcohol
	Common Victualler
Hang Tai Enterprises, LLC d/b/a Hang Tai Too	Alcohol
	Common Victualler
	Live Entertainment
Bluestone Management Corp d/b/a Medway Imports	Class II
TJ Gas, Inc. d/b/a Medway Mobil	Class II
Late Model Cars LTD. LLC	Class II
Veerjala Inc. d/b/a Medway Subway	Common Victualler
Pragathari LLC d/b/a West Medway Liquors	Alcohol
Medway Beverages Inc. d/b/a Keystone Liquors	Alcohol
Sellia Corp. d/b/a McDonalds	Common Victualler
	Live Entertainment
Aoude Gas & Repairs	Class II
Supreme Pizza LLC	Alcohol
	Common Victualler
Neighborhood Wrench	Class II
Medway Famous Pizza	Common Victualler
Medway Szechuan Garden	Alcohol
	Common Victualler
GAW Financial Corp.	Class II
	Class III
Jonathan Demont d/b/a Jonathan Henry LLC	Class II
Currivan, Sean & Brad d/b/a Auto Exchange	Class II
Joannides Enterprises d/b/a Liquor World	Alcohol
Medway Café Inc. d/b/a Medway Café	Alcohol
	Common Victualler
	Live Entertainment
Cheryl Hollander d/b/a Boston Classic Cars	Class II
Ali A. Hodroj d/b/a Al's Export Company	Class II
Williams Classic Restoration	Class II
E.I.R.E, Inc. d/b/a Mickey Cassidy's	Common Victualler
	Alcohol
Huiqin Liu d/b/a Golden Bamboo	Common Victualler

TC Scoops, LLC	Common Victualler
Ye Chan, Inc. d/b/a Medway Lotus	Common Victualler
	Alcohol
	Live Entertainment
	Amusement
	Billiards
Night N' Day Inc. d/b/a Restaurant 45	Alcohol
	Common Victualler
Michael Coyle d/b/a Coyle's Auction Gallery	Auctioneer
Richards Casino Bar & Grille d/b/a Derek's Steak & Seafood	Common Victualler
	Alcohol
East Bay Donuts d/b/a Dunkin Donuts	Common Victualler
Summit Donuts d/b/a Dunkin Donuts	Common Victualler
Papa Ginos, Inc. d/b/a Papa Ginos	Common Victualler
	Automatic Amusement
Norman Greene d/b/a NWG Automotive Repair	Class II
The Muffin House Café d/b/a The Muffin House	Common Victualler
Spiridula Pagiatakis d/b/a Medway Restaurant	Common Victualler
Priemere Collision d/b/a Haven's Auto	Class II
Northeast Foods, Inc. d/b/a Burger King	Common Victualler
Geoffrey Bush	Coin Dealer

AGENDA

ITEM #1

**Gift Acceptance Request – Choate Park Clock –
Jim Smith**

Associated backup materials attached:

- Letter from Jim Smith
- Price Quote – Electric Time

Proposed Motion: I move that the Board accept the memorial clock donated in memory of Cynthia Keirit Reding.

James Smith
23 Oakland Street
Medway, MA 02053
(508)-328-1657

November 29, 2016

Mr. Michael E. Boynton
Town Administrator
Town of Medway, Massachusetts
155 Village Street
Medway, MA 02053

Dear Mr. Boynton,

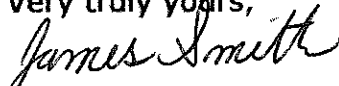
The purpose of this letter is to confirm our recent conversation regarding a donation from the family & friends of Cynthia Kairit Reding to the Town of Medway for the purpose of acquiring an Electric Time Company, Inc. large Howard style clock (\$16,618.00) and a separate cast bronze dedication plaque (\$155.00) which will be inscribed with a remembrance in her honor. A check in the amount of \$16,773.00, along with the specifications of the clock and plaque are enclosed for this purpose.

As we discussed, the clock will be located along Main Street, in the area of Choate Park, at the newly constructed intersection of Oak Street at Main Street. I have agreed to prepare the designated site with an appropriate cement pad and will also help ensure that the entire installation conforms to all applicable codes and regulations.

If there is anything further that you need at this time in order to proceed, please let me know. I can be reached at the address or phone number displayed above.

On behalf of the family & friends of Cynthia, I would like to thank you and the Board of Selectmen for your assistance in this matter. It means a great deal to all of us and is sincerely appreciated.

Very truly yours,


James Smith

CC: ✓ Mr. Glenn Trindade
Ms. Maryjane White
Mr. Richard D'Innocenzo
Mr. Dennis Crowley
Mr. John Foresto



November 2, 2016

Town of Medway
155 Village Street
Medway, MA 02053

Via E-Mail: jsmith@townofmedway.org

Subject: Quotation – Rev. A - Clock Equipment - Choate Park - Medway, MA

To Whom It May Concern:

Thank you for your interest in Electric Time clocks. Following please find Drawings A-5591 & A-6570, plus Data Sheets 452, 467 & 483 and our standard blue paint chip (pdf file), along with our Standard Terms and Conditions of Sale. **We will provide a Drawing for approval prior to manufacturing.**

We are pleased to quote on the equipment you requested, as follows:

- (1) **Complete Large Two-Dial E. Howard Post Clock Replica**, with an electronic reset control in the base and solid cast aluminum header.

Cast aluminum post, minimum 3/8" thick wall, 9'7-1/8" height. Cast aluminum removable door for access to interior. The base of the post measures approximately 17" square. Cast aluminum top head assembly, crystal rings, ornamental top. Clock to be an authentic historical reproduction of the Howard two dial post clock. No fiberglass to be used. Total height of clock, 15'-6". Single source: Clock, controller and movement to be manufactured by the same company. UL listed.

All exterior parts of the clock to have a high solids, exterior grade standard blue polyurethane painted finish, with a satin clear top coat. Our standard painted finishes are: blue, medium or dark bronze (matches Duranodic #312 & #313), off-white, matte-black, satin aluminum, forest green, red, bright white or gold. Raised aluminum header and saddle lettering, highlighted in gold paint, is available at no additional charge (value US\$390.00) – ***please specify text if desired:*** _____ ***(header)*** _____ ***(saddle)***. Gold painted highlighting on casting details at no additional charge.

Flat milky-white acrylic dials. Dials to be back lighted with LEDs. Illumination to be controlled by a photoelectric cell.

ELECTRIC TIME COMPANY, INC. 97 WEST STREET - MEDFIELD, MA USA 02052
PHONE 508-359-4396 - FAX 508-359-4482 SALES@ELECTRICTIME.COM
[HTTP://WWW.ELECTRICTIME.COM](http://WWW.ELECTRICTIME.COM)

Black dial markings, Style "T", and clock hands, Style "WS". Hands made of aluminum with non-corrosive bronze bushings. Clear flat tempered glass crystals are provided for protection of the clock faces and hands.

Style MI clock movements. All bearing surfaces to be made of self-lubricating materials, as periodic lubrication will then not be required. All parts to be made of non-corrosive metals such as brass and stainless steel. UL listed.

Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure -- Indoor & Outdoor Use. Automatically resets clock after power failures and for Daylight Savings Time (if required). Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS -- no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863.

Power Failure Event logging. Standard MI output -- 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports. 24 VAC hour strike output -- configurable pulse output. To be located in base of clock by Manufacturer.

GPS Satellite Receiver mounted on top of the clock head by Manufacturer. To enable clock to synchronize with National Bureau Standard Atomic Clock. This will provide time accurate to 1 microsecond 1×10^{-6} .

Stainless steel anchor rods, full size templates and foundation drawing for foundation.

Installation supervision.

All of the above for the net (BUY) price of US\$16,618.00, including delivery to the jobsite. This price does not include the 6.25% MA State sales tax or installation. Installation supervision is included at no additional cost.

Please provide us with a copy of your tax exempt certificate.

We can also provide cast bronze plaques. These plaques can be mounted on the four "doors" of the Howard style posts (typically it is mounted on the main service door), or on the foundation by others. Plaque pricing is based upon number of letters and size. ***Please specify text if desired for a quotation.***

Since this equipment is custom built, on orders over \$1,000.00 we require a 40% deposit. Delivery is typically 6 to 8 weeks, *or as needed*, after receipt of purchase order, deposit and release, F.O.B., Medfield, MA. Please see enclosed Standard Terms and Conditions of Sale.

If I can be of any further assistance please let me know.

Sincerely,

Martina Galvin

Martina "Tina" Galvin

msg@electrictime.com

2012 Post Clock Price List

SETH THOMAS — 4-DIAL* **\$49,959.00**

PART# PSTCLK-SETHTHOMAS
19 ft 0 in (5.79 meters) Net Weight: 1900 lbs (862 kg)
OPTIONS:
Hourly Chimes with Extended Music (E1002-EX) \$4,750.00
(Speaker in head of clock — control in base)
23K Gold Leaf Highlights \$7,500.00
Black on White Dials (Black painted clock only) \$959.00
Custom Raised Aluminum Header Lettering n/c
Custom Dial Lettering (text only) n/c

LARGE HOWARD — 4-DIAL* **\$23,155.00**

PART# PSTCLK-LG4HOWARD
15 ft 6 in (4.72 meters) Net Weight: 830 lbs (377 kg)
OPTIONS:
Hourly Chimes with Extended Music (E1002-EX) \$4,750.00
(Speaker in head of clock — control in base)
23K Gold Leaf Highlights \$6,500.00
Black on White Dials (Black painted clock only) \$650.00
Header 4 Total (including raised aluminum lettering cost) \$1,500.00
Custom Dial Lettering (text only) n/c

SMALL HOWARD — 4-DIAL* **\$17,632.00**

PART# PSTCLK-SM4HOWARD
10 ft 9 in (3.28 meters) Net Weight: 395 lbs (179 kg)
OPTIONS:
23K Gold Leaf Highlights \$5,300.00
Header 4 Total (including raised aluminum lettering cost) \$1,310.00
Custom Dial Lettering (text only) n/c

LARGE LUCERNE — 4-DIAL* **\$25,937.00**

PART# PSTCLK-LG4LUCERNE
16 ft 1 in (4.90 meters) Net Weight: 830 lbs (377 kg)
OPTIONS:
23K Gold Leaf Highlights \$5,500.00
Custom Raised Aluminum Lettering n/c
Custom Dial Lettering (text only) n/c

SMALL LUCERNE — 4-DIAL* **\$18,780.00**

PART# PSTCLK-SM4LUCERNE
11 ft 5 in (3.48 meters) Net Weight: 315 lbs (143 kg)
OPTIONS:
23K Gold Leaf Highlights \$4,800.00
Custom Raised Aluminum Lettering n/c
Custom Dial Lettering (text only) n/c

LARGE O.B. MCCLINTOCK — 4-DIAL* **\$32,167.00**

PART# PSTCLK-LG4MCCLINTOCK
14 ft 6 in (4.42 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights \$4,500.00
Custom Raised Aluminum Lettering n/c
Custom Dial Lettering (text only) n/c

SMALL O.B. MCCLINTOCK — 4-DIAL* **\$18,780.00**

PART# PSTCLK-SM4MCCLINTOCK
11 ft 4.5 in (3.47 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights \$3,800.00
Custom Raised Aluminum Lettering n/c
Custom Dial Lettering (text only) n/c

BOLLARDS — CAST IRON SET **\$4,528.00**

PART# CAST-BOLLARD-HOWARD-IRON-SET
4 ft 1 in (1.24 meters) Net Weight: 60 lbs (27 kg)
OPTIONS:
Cast Aluminum (net weight 40 lbs/ 18 kg) \$926.00
23K Gold Leaf Highlights \$730.00
Chain & Fasteners 32 ft 0 in (9.75 Meters) n/c

* Control in base and GPS receiver included.

All orders are subject to Electric Time Company, Inc.'s Standard Terms and Conditions in effect at the time of order. Prices include stainless steel anchor rods. Standard Power requirements: 115 Volts, 60 Hertz, other voltages and frequencies are available



97 West Street, Medfield, MA 02052, USA
p.508.359.4396 f.508.359.4482
http://www.electrictime.com

LARGE HOWARD — 2-DIAL* **\$16,618.00**

PART# PSTCLK-LG2HOWARD
15 ft 6 in (4.72 meters) Net Weight: 540 lbs (245 kg)
OPTIONS:
23K Gold Leaf Highlights \$3,100.00
Illuminated Header \$3,400.00
Custom Raised Aluminum Header Lettering \$300.00
Custom Raised Aluminum Header and Saddle Lettering \$390.00
Custom Dial Lettering (text only) n/c

SMALL HOWARD — 2-DIAL* **\$11,648.00**

PART# PSTCLK-SM2HOWARD
10 ft 9 in (3.28 meters) Net Weight: 275 lbs (125 kg)
OPTIONS:
23K Gold Leaf Highlights \$2,900.00
Illuminated Header \$3,035.00
Custom Raised Aluminum Header Lettering \$300.00
Custom Raised Aluminum Header and Saddle Lettering \$390.00
Custom Dial Lettering (text only) n/c

FRENCH QUARTER — 2-DIAL **\$11,338.00**

PART# PSTCLK-FRENCH-HOW
13 ft 0 in (3.96 meters) Net Weight: 300 lbs (136 kg)
OPTIONS:
23K Gold Leaf Highlights \$1,500.00
Remote Reset Control (located remotely or in clock head) \$1,245.00
Custom Raised Aluminum Header Lettering \$300.00
Custom Dial Lettering (text only) n/c

PROVIDENT — 2-DIAL **\$12,245.00**

PART# PSTCLK-PROVIDENT
12 ft 0 in (3.66 meters) Net Weight: 224 lbs (102 kg)
OPTIONS:
23K Gold Leaf Highlights \$2,300.00
Remote Reset Control (located remotely or in clock head) \$1,245.00
Custom Dial Lettering (text only) n/c

THE COURTYARD — 2-DIAL **\$6,631.00**

PART# PSTCLK-COURTYARD
8 ft 10 in (2.69 meters) Net Weight: 150 lbs (68 kg)
OPTIONS:
23K Gold Leaf Highlights \$1,500.00
Remote Reset Control (located remotely or in clock head) \$1,245.00
Custom Raised Aluminum Header Lettering \$300.00
Custom Dial Lettering (text only) n/c

KENSINGTON — 2-DIAL **\$14,329.00**

PART# PSTCLK-KENSINGTON
15 ft 0 in (4.57 meters) Net Weight: 489 lbs (222 kg)
OPTIONS:
Remote Reset Control (located remotely or in clock head) \$1,245.00
Custom Dial Lettering (text only) n/c

O.B. MCCLINTOCK — 2-DIAL* **\$19,959.00**

PART# PSTCLK-2MCCLINTOCK
13 ft 0 in (3.96 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights \$2,800.00
Custom Dial Lettering (text only) n/c

LARGE POCKET WATCH — 2-DIAL* **\$38,650.00**

PART# PSTCLK-LG2POCKET
15 ft 7 in (4.75 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights \$5,500.00
Custom Raised Saddle Lettering \$90.00
Custom Dial Lettering (text only) n/c

SMALL POCKET WATCH — 2-DIAL* **\$28,625.00**

PART# PSTCLK-SM2POCKET
10 ft 10 in (3.30 meters) Net Weight: contact factory
OPTIONS:
23K Gold Leaf Highlights \$3,500.00
Custom Raised Saddle Lettering \$90.00
Custom Dial Lettering (text only) n/c



November 23, 2016

Town of Medway
155 Village Street
Medway, MA 02053
Via E-Mail: jsmith@townofmedway.org

Subject: Quotation -- Clock Equipment - Choate Park - Medway, MA

To Whom It May Concern:

Thank you for your interest in Electric Time clocks. Per the request of Jim Smith, I am sending Drawing A-14896-PLQ, along with our Standard Terms and Conditions of Sale.

We are pleased to quote on the equipment you requested, as follows:

- (1) Cast bronze dedication plaque per Drawing A-14896-PLQ. Plaque to be attached to one of the doors of the clock post at our factory (typically on the main service door – ***please confirm location***). Plaque to have a black (or a standard blue to match the clock) painted background – ***please confirm color when ordering***.

All of the above for the net (BUY) price of \$155.00. This price does not include the 6.25% MA State sales tax of \$9.69.

If applicable, please provide us with a copy of your tax exempt certificate.

We will invoice you for the balance with receipt of a Town purchase order. The lead time for the plaque is approximately 4 to 6 weeks after receipt of purchase order and release, F.O.B., Medfield, MA. Please see enclosed Standard Terms and Conditions of Sale.

If I can be of any further assistance please let me know.

Sincerely,

Martina Galvin

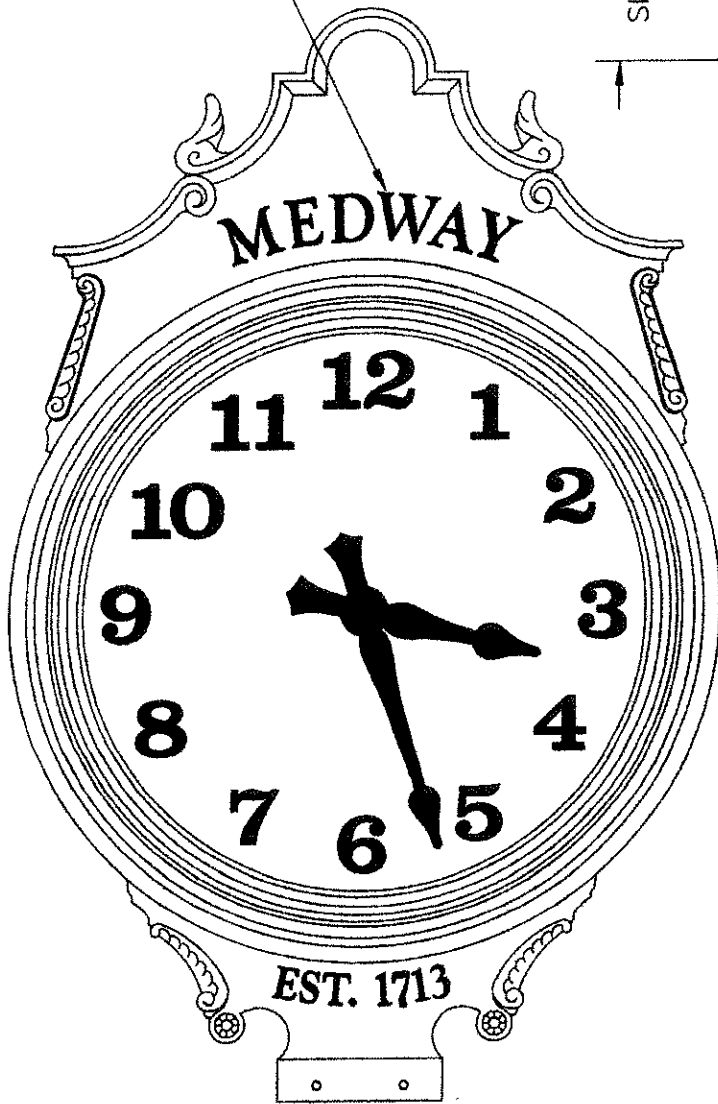
Martina "Tina" Galvin
msg@electrictime.com

ELECTRIC TIME COMPANY, INC. 97 WEST STREET - MEDFIELD, MA USA 02052
PHONE 508-359-4396 - FAX 508-359-4482 SALES@ELECTRICTIME.COM
[HTTP://WWW.ELECTRICTIME.COM](http://WWW.ELECTRICTIME.COM)

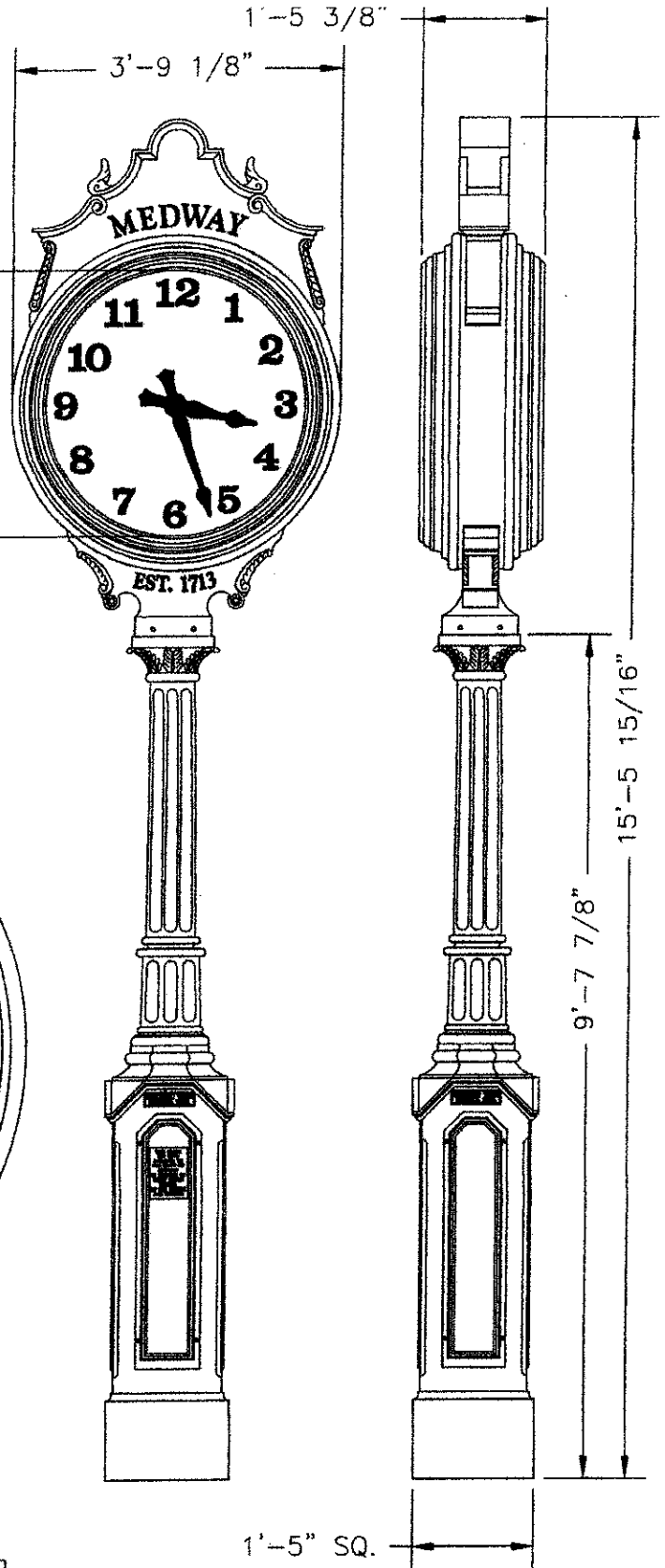
FACE: "T"
 HANDS: "WS"

HEAD DETAIL
 SCALE: 1" = 1'

3" RAISED
 LETTERING



2'-11 3/4"
 SIGHT OPENING



1'-5" SQ.

VIEW LASER	PATH M:\ACAD10\A-14896.DWG			
DRAWING A-14896	TITLE Large 2 Dial Howard Post Clock Choate Park - Medway, MA			
	REVISIONS	SCALE AS NOTED	DATE 11-14-16	DRAWN WOR

POST CLOCK ELEV.
 SCALE: 1/2" = 1'


**THIS CLOCK
 HAS BEEN
 DONATED TO
 THE TOWN OF
 MEDWAY
 IN MEMORY OF
 CINDY KAIRIT
 REDING
 BY HER FAMILY
 AND FRIENDS**

5 1/4"

7"

SPECIFICATIONS:

- MOUNTING - BLIND STUDS
- BORDER - NONE
- TEXTURE - LEATHERETTE
- BACKGROUND - BLACK FINISH
- CLEAR COAT - SATIN
- OVERALL SIZE - 5 1/4" WIDE x 7" TALL

VIEW	LASER	PATH	M:\ACAD10\A-14896.DWG		
DRAWING A-14896-PLQ	REVISIONS	TITLE Large 2 Dial Howard Post Clock Choate Park - Medway, MA			
		SCALE	DATE	DRAWN	APP'V
		AS NOTED	11-14-16	WOR	TDE
					

AGENDA

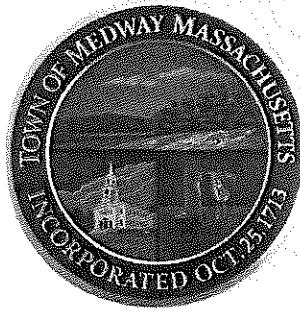
ITEM #2

Approval – Municipal Aggregation Consultant Contract – Colonial Power Group

Associated backup materials attached:

- Aggregation Plan – Town of Medway– Colonial Power Group
- Aggregation Plan – Town of Franklin– Colonial Power Group
- Aggregation Plan – Town of Ashland– Colonial Power Group
- Aggregation Plan – Town of Holliston– Colonial Power Group
- Contract

Proposed Motion: I move that the Board execute a contract with Colonial Power Group for management of the Town's municipal aggregation program and energy related services.



TOWN OF MEDWAY COMMUNITY CHOICE POWER SUPPLY PROGRAM

AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of Medway (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 12,500 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

TABLE OF CONTENTS

1.	The Process of Municipal Aggregation	1
2.	Medway’s Community Choice Power Supply Program	
	2.1 Organizational Structure	2
	2.2 Operational Levels	2-4
	2.3 Operations	4
	2.4 Staffing and Manpower.....	4-5
3.	Funding	5
4.	Activation and Termination	
	4.1 Activation.....	5-9
	4.2 Termination.....	9-10
5.	Methods for Entering and Terminating Agreements	10
6.	Rate Setting, Costs, and Billing	
	6.1 Rate Setting.....	10-11
	6.2 Costs.....	11
	6.3 Billing	11-12
7.	Universal Access.....	12-13
8.	Equitable Treatment of Ratepayers.....	13
9.	Reliability.....	14
10.	Rights and Responsibilities of Participants	
	10.1 Rights	14
	10.2 Responsibilities.....	14
11.	Benefits of Municipal Aggregation	
	11.1 Participation in Competitive Market.....	14
	11.2 Selection of Alternate Supplier.....	15
	11.3 Indemnification and Risk Associated with Competitive Market.....	15
	11.4 Renewable Energy Certificates.....	15
	11.5 Other Protections	15
12.	Requirements Concerning Aggregated Service	15

REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator at Town Meeting
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Administrator, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Administrator
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2 MEDWAY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Medway's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Administrator for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a five person Board of Selectmen. Daily operations are overseen by a Town Administrator. Town elections are held the third Tuesday in May.

The Board of Selectmen is composed of five members elected for three year terms. They meet every first and third Monday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly NSTAR). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's agent regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Town Administrator

The Town Administrator carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

2.2.4 Level Four: The Consultant

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the Town through its Town Administrator. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Administrator. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Administrator, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting

contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Administrator and Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

3 FUNDING

Initial funding for Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen and Town Administrator
- c) Signing of ESA by Board of Selectmen and Town Administrator
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its agent, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan

4.1.2 Acceptance of ESAs by Board of Selectmen and Town Administrator

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Administrator. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Board of Selectmen and Town Administrator

With the signing of the contract by the Town Administrator, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;

- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town’s contract compared to the price and terms of Eversource’s Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will be enrolled automatically in the Town’s Program upon the initiation of service, subject to the eligible consumer’s right to opt-out of the Program. However, if the consumer is moving from another service address within the Eversource’s service area and had previously chosen an alternative supplier, then that supplier will be carried forward to the customer’s new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts. Eversource will inform the Competitive Supplier of newly-enrolled consumers by submitting Auto-Enroll New Customer 814-AE transactions.

To facilitate enrollment in the Town’s Program, after approval by the Department and execution of a contract with a Competitive Supplier, Eversource will electronically transmit the name, address and existing power supply option (i.e. Basic Service or non-Basic Service) of each eligible consumer to the Town’s designated Competitive Supplier. Thereafter, the Competitive Supplier may access a list of Eversource’s new eligible consumers on a quarterly basis pursuant to the provisions of Investigation by the Department of Telecommunications and Energy on its Own Motion into Competitive Market Initiatives, D.T.E. 01-54, D.T.E. 01-54-A, and D.T.E. 01-54-B.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource

Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with Eversource
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the Town, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101D, 201D, and 301D, as amended or superseded from time to time.

4.1.5 Notification of Eversource

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource’s Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read date. Pursuant to Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101D, 201D, and 301D, participating residential consumers will be transferred to Eversource’s Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource

of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to Eversource no fewer than two business days prior to the meter read date. There shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Administrator, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101D, 201D, and 301D, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen and Town Administrator to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Administrator is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The Town will notify Eversource of the planned termination or extension of the program. In particular, the Town will provide Eversource notice:

- 90 days prior to a planned termination of the program;
- 90 days prior to the end of the anticipated term of the program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

6.2 COSTS

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 500 kWh shows the following charges for Eversource's Basic Service in January 2016:

For Customer With Monthly Usage of 500 kWh		

	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Transmission Charge	\$0.02517	\$ 12.59
Distribution Charges:		
Customer Charge		\$ 3.73
Energy Charge*	\$0.07198	\$ 35.99
Transition Charge	\$0.01184	\$ 5.92
Energy Conservation Charge	\$0.00250	\$ 1.25
Renewable Energy Charge	\$0.00050	\$ 0.25
Total Delivery Services		\$ 59.73
Supplier Services Detail (Rate: Default Service)		
Generation Services Charge	\$0.10844	\$ 74.86
Total Supplier Services		\$ 74.86
Average Bill Total		\$ 134.59

Sources: <https://www.eversource.com/Content/ema-e/residential/my-account/my-bill/basic-service>
<https://www.eversource.com/Content/docs/default-source/rates-tariffs/390.pdf?sfvrsn=20>

Accessed: November 1, 2015

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the

Town's goals, as indicated in Section 2.3, is to "Provide the basis for aggregation of eligible consumers on a non-discriminatory basis".

Service under the Town's Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier, or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource's regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town's Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Administrator and Board of Selectmen.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 RENEWABLE ENERGY CERTIFICATES

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for an optional product. The Town will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

11.5 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



TOWN OF FRANKLIN COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of Franklin (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of over 32,000 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

TABLE OF CONTENTS

1.	The Process of Municipal Aggregation	1
2.	Franklin’s Community Choice Power Supply Program	
2.1	Organizational Structure	2
2.2	Operational Levels	2-4
2.3	Operations	4
2.4	Staffing and Manpower.....	4-5
3.	Funding	5
4.	Activation and Termination	
4.1	Activation.....	5-9
4.2	Termination.....	9
5.	Methods for Entering and Terminating Agreements	10
6.	Rate Setting, Costs, and Billing	
6.1	Rate Setting	10-11
6.2	Costs.....	11
6.3	Billing	11-12
7.	Universal Access.....	12-13
8.	Equitable Treatment of Ratepayers.....	13
9.	Reliability.....	13
10.	Rights and Responsibilities of Participants	
10.1	Rights	14
10.2	Responsibilities	14
11.	Benefits of Municipal Aggregation	
11.1	Participation in Competitive Market.....	14
11.2	Selection of Alternate Supplier	14
11.3	Indemnification and Risk Associated with Competitive Market.....	14-15
11.4	Other Protections	15
12.	Requirements Concerning Aggregated Service	15

REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Administrator, Town Council and Consumers
- 1.4 Vote on Plan by Town Council
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Administrator
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2 FRANKLIN'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Franklin's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Administrator for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a nine person Town Council. Daily operations are overseen by a Town Administrator. Town elections are held the first Tuesday in November.

The Town Council is composed of nine members elected for two year terms. They meet every first and third Wednesday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Town Council acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Town Council are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Town Council who may take positions regarding the Program. They can

participate in local and regional meetings and hearings regarding issues related to restructuring in general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid (NGRID). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Town Council.

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The Town Administrator carries out the collective decisions and instructions of the Town Council and participating consumers.

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As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

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Competitive Suppliers contract with the Town through its Town Administrator. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Administrator. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

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- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out

municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Town Council.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Administrator and Town Council. The terms and conditions of any contract may be subject to review by the Town Attorney, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Attorney's approval as to legal form.

3 FUNDING

Initial funding for Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Town Council and Town Administrator
- c) Signing of ESA by Town Council and Town Administrator
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of NGRID
- f) Beginning of Opt-Out Period

g) **Transfer of Participating Consumers to Competitive Supplier**

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its agent, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

4.1.2 Acceptance of ESAs by Town Council and Town Administrator

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Administrator. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Town Council and Town Administrator

With the signing of the contract by the Town Administrator, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of NGRID's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier

Day 33	Competitive Supplier completes EDI testing with NGRID
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the Town, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The procedures described above may also be found in NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

4.1.5 Notification of NGRID

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify NGRID to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID’s Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, participating residential consumers will be transferred to NGRID’s Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer’s next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of

generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Town Council, the Town Administrator, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: NGRID will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Town Council and Town Administrator to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Administrator is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The Town will notify NGRID of the planned termination or extension of the program. In particular, the Town will provide NGRID notice:

- 90 days prior to a planned termination of the program;
- 90 days prior to the end of the anticipated term of the program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by NGRID's tariffs. The terms and conditions of service may also vary among rate classifications.

6.2 COSTS

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from NGRID that incorporates the power supply charge and NGRID's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 500 kWh shows the following charges for NGRID's Basic Service in November 2015:

For Customer With Monthly Usage of 500 kWh		
	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Customer Charge		4.00
Distribution Charge	0.03977	19.89
Transition Charge	(0.00164)	(0.82)
Transmission Charge	0.02614	13.07
Energy Efficiency Charge	0.01624	8.12
Renewable Energy Charge	0.00050	0.25
Total Delivery Services		\$ 44.51
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	0.13038	65.19
Total Supplier Services		\$ 65.19
Average Bill Total		\$ 109.70

Sources: http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf
http://www.nationalgridus.com/non_html/1115meco.pdf

Accessed: November 1, 2015

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local

government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to NGRID's regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town's Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Administrator and Town Council.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to

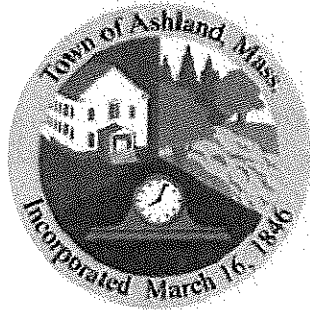
minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



TOWN OF ASHLAND COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of Ashland ("Town") developed this Aggregation Plan ("Plan") in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 16,000 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities ("Department").

TABLE OF CONTENTS

1.	The Process of Municipal Aggregation	1
2.	Ashland's Community Choice Power Supply Program	
2.1	Organizational Structure	2
2.2	Operational Levels	2-4
2.3	Operations	4
2.4	Staffing and Manpower.....	4-5
3.	Funding	5
4.	Activation and Termination	
4.1	Activation.....	5-9
4.2	Termination.....	9-10
5.	Methods for Entering and Terminating Agreements	10
6.	Rate Setting, Costs, and Billing	
6.1	Rate Setting.....	10-11
6.2	Costs.....	11
6.3	Billing	11-12
7.	Universal Access.....	12-13
8.	Equitable Treatment of Ratepayers.....	13
9.	Reliability.....	14
10.	Rights and Responsibilities of Participants	
10.1	Rights	14
10.2	Responsibilities	14
11.	Benefits of Municipal Aggregation	
11.1	Participation in Competitive Market.....	14
11.2	Selection of Alternate Supplier.....	15
11.3	Indemnification and Risk Associated with Competitive Market.....	15
11.4	Other Protections	15
12.	Requirements Concerning Aggregated Service.....	15

REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator at Town Meeting
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Manager, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Manager
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2 ASHLAND'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Ashland's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Manager for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a five person Board of Selectmen. Daily operations are overseen by a Town Manager. Town elections are held the third Tuesday in May.

The Board of Selectmen is composed of five members elected for three year terms. They meet every first and third Wednesday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly NSTAR). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's agent regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Town Manager

The Town Manager carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

2.2.4 Level Four: The Consultant

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the Town through its Town Manager. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Manager. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Manager, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Manager and Board of Selectmen.

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With the signing of the contract by the Town Manager, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of Eversource's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will be enrolled automatically in the Town's Program upon the initiation of service, subject to the eligible consumer's right to opt-out of the Program. However, if the consumer is moving from another service address within the Eversource's service area and had previously chosen an alternative supplier, then that supplier will be carried forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts. Eversource will inform the Competitive Supplier of newly-enrolled consumers by submitting Auto-Enroll New Customer 814-AE transactions.

To facilitate enrollment in the Town's Program, after approval by the Department and execution of a contract with a Competitive Supplier, Eversource will electronically transmit the name, address and existing power supply option (i.e. Basic Service or non-Basic Service) of each eligible consumer to the Town's designated Competitive Supplier. Thereafter, the Competitive Supplier may access a list of Eversource's new eligible consumers on a quarterly basis pursuant to the provisions of Investigation by the Department of Telecommunications and Energy on its Own Motion into Competitive Market Initiatives, D.T.E. 01-54, D.T.E. 01-54-A, and D.T.E. 01-54-B.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource
Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with Eversource
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends "supplier enrolls customer" EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our Consultant's experience with previous aggregation programs suggests that the Town, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101D, 201D, and 301D, as amended or superseded from time to time.

4.1.5 Notification of Eversource

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer's billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource's Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read

date. Pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101D, 201D, and 301D, participating residential consumers will be transferred to Eversource's Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to Eversource no fewer than two business days prior to the meter read date. There shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Manager, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101D, 201D, and 301D, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen and Town Manager to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Manager is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The Town will notify Eversource of the planned termination or extension of the program. In particular, the Town will provide Eversource notice:

- 90 days prior to a planned termination of the program;
- 90 days prior to the end of the anticipated term of the program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution

services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

6.2 COSTS

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001/kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder equivalent of up to \$0.001/kWh payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential “complete bill” for use of 500 kilowatt hours shows the following charges for Eversource’s Basic Service in January 2015:

For Customer With Monthly Usage of 500 kWh		
	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Transmission Charge	\$0.02240	\$ 11.20
Distribution Charges:		
Customer Charge		\$ 6.43
Energy Charge*	\$0.06160	\$ 30.80
Transition Charge	\$0.00277	\$ 1.39
Energy Conservation Charge	\$0.00250	\$ 1.25
Renewable Energy Charge	\$0.00050	\$ 0.25
Total Delivery Services		\$ 44.89
Supplier Services Detail (Rate: Default Service)		
Generation Services Charge	\$0.14972	\$ 74.86
Total Supplier Services		\$ 74.86
Average Bill Total		
		\$ 119.75

Source: http://www.nstaronline.com/ss3/residential/rates_tariffs/rates/rates.asp#REA1
http://www.nstaronline.com/residential/rates_tariffs/basic_service.asp

Accessed January 31, 2015

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan

meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier, or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource’s regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town’s Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Manager and Board of Selectmen.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

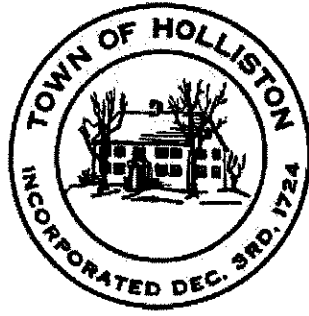
In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



**TOWN OF HOLLISTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

IN SUPPORT OF

GLOBAL MONTELLO GROUP CORP.

PURPOSE OF THE AGGREGATION PLAN

The Town of Holliston ("Town") developed this Aggregation Plan ("Plan") in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Global Montello Group Corp. (GMG), supported by Colonial Power Group, Inc. (CPG), and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 13,000 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, GMG and CPG anticipate that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities ("Department").

TABLE OF CONTENTS

1.	The Process of Municipal Aggregation	1
2.	Holliston's Community Choice Power Supply Program	
2.1	Organizational Structure	2
2.2	Operational Levels	2-4
2.3	Operations	4
2.4	Staffing and Manpower.....	4-5
3.	Funding	5
4.	Activation and Termination	
4.1	Activation.....	5-9
4.2	Termination.....	9-10
5.	Methods for Entering and Terminating Agreements	10
6.	Rate Setting, Costs, and Billing	
6.1	Rate Setting.....	10-11
6.2	Costs.....	11
6.3	Billing	11-12
7.	Universal Access.....	12-13
8.	Equitable Treatment of Ratepayers.....	13
9.	Reliability.....	14
10.	Rights and Responsibilities of Participants	
10.1	Rights	14
10.2	Responsibilities	14
11.	Benefits of Municipal Aggregation	
11.1	Participation in Competitive Market.....	14
11.2	Selection of Alternate Supplier.....	15
11.3	Indemnification and Risk Associated with Competitive Market.....	15
11.4	Other Protections	15
12.	Requirements Concerning Aggregated Service	15

REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator at Town Meeting
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Administrator, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Administrator
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2 HOLLISTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Holliston's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Administrator for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a three person Board of Selectmen. Daily operations are overseen by a Town Administrator. Town elections are held the third Tuesday in May.

The Board of Selectmen is composed of three members elected for staggered three year terms. They meet every Wednesday evening at 7:30 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly NSTAR). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's agent regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Town Administrator

The Town Administrator carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

2.2.4 Level Four: The Consultant

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the Town through its Town Administrator. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Administrator. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Administrator, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts. The Consultant has experience designing, implementing and administering opt-out municipal

aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Administrator and Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

3 FUNDING

Initial funding for the Town's Program comes from private capital supplied by GMG. The ESA with a Competitive Supplier will include a \$0.0012/kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.0012/kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen and Town Administrator
- c) Signing of ESA by Board of Selectmen and Town Administrator
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource

- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its agent, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan

4.1.2 Acceptance of ESAs by Board of Selectmen and Town Administrator

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Administrator. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Board of Selectmen and Town Administrator

With the signing of the contract by the Town Administrator, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of Eversource's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will be enrolled automatically in the Town's Program upon the initiation of service, subject to the eligible consumer's right to opt-out of the Program. However, if the consumer is moving from another service address within the Eversource's service area and had previously chosen an alternative supplier, then that supplier will be carried forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts. Eversource will inform the Competitive Supplier of newly-enrolled consumers by submitting Auto-Enroll New Customer 814-AE transactions.

To facilitate enrollment in the Town's Program, after approval by the Department and execution of a contract with a Competitive Supplier, Eversource will electronically transmit the name, address and existing power supply option (i.e. Basic Service or non-Basic Service) of each eligible consumer to the Town's designated Competitive Supplier. Thereafter, the Competitive Supplier may access a list of Eversource's new eligible consumers on a quarterly basis pursuant to the provisions of Investigation by the Department of Telecommunications and Energy on its Own Motion into Competitive Market Initiatives, D.T.E. 01-54, D.T.E. 01-54-A, and D.T.E. 01-54-B.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource
Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	GMG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with Eversource
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends "supplier enrolls customer" EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our Consultant's experience with previous aggregation programs suggests that the Town, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101B, 201B, and 301B, as amended or superseded from time to time.

4.1.5 Notification of Eversource

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer's billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource's Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read

date. Pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101B, 201B, and 301B, participating residential consumers will be transferred to Eversource's Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to Eversource no fewer than two business days prior to the meter read date. There shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Administrator, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. Nos. 101B, 201B, and 301B, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or

- at the decision of the Board of Selectmen and Town Administrator to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Administrator is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The Town will notify Eversource of the planned termination or extension of the program. In particular, the Town will provide Eversource notice:

- 60 days prior to a planned termination of the program;
- 90 days prior to the end of the anticipated term of the program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

6.2 COSTS

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.0012/kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder equivalent of up to \$0.001/kWh payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential “complete bill” for use of 500 kilowatt hours shows the following charges for Eversource’s Basic Service in November 2014:

For Customer With Monthly Usage of 500 kWh		
	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Transmission Charge	\$0.02240	\$ 11.20
Distribution Charges:		
Customer Charge		\$ 6.43
Energy Charge*	\$0.06160	\$ 28.09
Transition Charge	\$0.00277	\$ 1.39
Energy Conservation Charge	\$0.00250	\$ 1.25
Renewable Energy Charge	\$0.00050	\$ 0.25
Total Delivery Services		\$ 42.18
Supplier Services Detail (Rate: Default Service)		
Generation Services Charge	\$ 0.14980	\$ 74.90
Total Supplier Services		\$ 74.90
Average Bill Total		
		\$ 117.08

Source: http://www.nstaronline.com/ss3/residential/rates_tariffs/rates/rates.asp#REA1
http://www.nstaronline.com/residential/rates_tariffs/basic_service.asp

Accessed December 6, 2014

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan

meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier, or affirmatively opted-out of the Program. Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource’s regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town’s Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Administrator and Board of Selectmen.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town fully intends to comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.

TOWN OF MEDWAY

CONSULTANT AGREEMENT FOR MANAGEMENT OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM AND ENERGY-RELATED SERVICES

This Consultant Agreement is made and entered into this _____ day of _____, 20__, by and between the Town of Medway ("Town"), a municipal corporation having its principal place of business at 155 Village Street, Medway, MA 02053 as represented by the Board of Selectmen acting for and on behalf of the Town who signs these presents in its official capacity and incurs no liability in its individual capacity, and Colonial Power Group, Inc., having its principal place of business at 277 Main Street, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: The Scope of Services to be performed by the Consultant shall be all of the services contained in and reasonably inferable from this Agreement, including Attachment A appended hereto and made a part hereof. Consultant shall perform its services using best efforts, and with reasonable diligence and reasonable care.

The Consultant shall fully cooperate with and assist the Town and its agents in connection with the preparation of an aggregation plan and, if applicable, energy plan under M.G.L. c. 164, § 134, including without limitation meeting with representatives of the Town at such times and with such frequency as reasonably necessary; preparing such plans in consultation with the Town and Massachusetts Department of Energy Resources (DOER); soliciting approval of such plans from the Massachusetts Department of Public Utilities (DPU) and the Town's consumers; and preparation of a public-education program regarding such plans. The Consultant represents and warrants that it is an electricity broker licensed by the DPU; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation, as well as the "Guide to Municipal Aggregation in Massachusetts" published by DOER; and that it shall perform all services under this Agreement in accordance with such laws and regulations, as well as all other applicable laws and regulations.

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in this Agreement. While so performing the services under this Agreement, the Consultant and the Town agree, understand and recognize that pursuant to and for the purposes of M.G.L. c. 149, § 148B, the Consultant is an independent contractor, and, therefore: (1) Consultant is free from the Town's control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the Town; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the services to be performed by Consultant hereunder.

APPLICABLE LAW: This Agreement shall be subject to and construed in accordance with all applicable laws and regulations, which are incorporated herein by reference and shall control in

the event of a direct, irreconcilable conflict between the provisions of such laws and regulations and the provisions of this Agreement.

PAYMENT TERMS AND SCHEDULE: The Consultant shall, during the term of this Agreement, receive a price of .001 per kilowatt hour (kWh) for each kWh purchased by a participating consumer under the Town's aggregation plan. Said price per kWh shall be the complete price for all services furnished and all expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier. The Town shall not have any liability with respect to such payment, including without limitation in the event of any failure of the Competitive Supplier to make such payments. Notwithstanding the foregoing, the Town may, before the execution of any contract with any Competitive Supplier, and in its sole discretion, elect to discontinue, at any time and for any reason, its plan of aggregation, and in such event, terminate this Agreement without any liability. In the event the Town enters into a contract with a Competitive Supplier, nothing in this Agreement shall prevent the Town from terminating such contract with the Competitive Supplier and, thereafter, this Agreement without any liability.

TAX COMPLIANCE: The Consultant, by signing this Agreement, hereby certifies under penalties of perjury, in accordance with M.G.L. c. 62C, § 49A, that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

UNEMPLOYMENT CONTRIBUTION: The Consultant complies with all laws of the Commonwealth of Massachusetts relating to unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT; NON-COLLUSION: The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder; and that its bid or proposal, if any, submitted in response to the any solicitation culminating in this Agreement was made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

INDEMNIFICATION: In addition to all other rights and remedies available to the Town, Consultant agrees as follows: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage or other damages that the Town may sustain which arise out of or in connection with the performance of this Agreement by the Consultant, its employees, agents or other persons acting on Consultant's behalf or for whom Consultant is responsible, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit

the scope of this indemnification obligation. The Consultant further agrees to reimburse the Town for damage to the Town's real or personal property caused by the Consultant, its employees or agents, unless damage is caused by the Town's gross negligence or willful misconduct. After prompt notification of a claim by the Town, the Consultant shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Town shall not be liable for any costs incurred by the Consultant arising under this paragraph.

INSURANCE: The Consultant shall maintain, during the full term of this Agreement, the insurance set forth below. Such insurance shall be written on an occurrence basis, be primary and non-contributory, and shall provide by endorsement that the Town is added as an additional insured to the General Liability policy, that Consultant waives rights of subrogation, and that the Town shall receive advance written notice of any cancellation of any such insurance policy.

General Liability

\$3,000,000 per occurrence

\$5,000,000 aggregate

Automobile Liability

\$1,000,000 hired/non-owned autos

Workers' Compensation Insurance

\$1,000,000 employer's liability limit

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Consultant shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign, subcontract or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Board of Selectmen.

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing and signed by officials with authority to bind the Consultant and the Town.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that any failure of Consultant to perform, timely and properly, all services required by this Agreement, such as, without limitation, Consultant's abandonment or delay of services, or Consultant's failure to supply required reports after the date of execution of this Agreement, shall be a breach of this Agreement for which the Town may terminate the Agreement under the provision for termination below. The Town may, in the event of such termination, or in lieu of termination but without waiver of its right to terminate the Agreement, and by whatever legal remedies are available to it, complete or cause to be completed, the work or services not performed (or not

properly or timely performed) by Consultant, and the Consultant shall be responsible for the entire cost of the Town's completion of such work or services. Consultant shall forthwith pay such costs to the Town, as well as any and all losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of completing such work or services. In such event, except as may be required by law, the Town shall have no obligation to have such work and services performed at the lowest price.

PROCUREMENT ERRORS: If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the Town, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement may be voided by the Town without liability. The Town makes no representations concerning the applicability or inapplicability of any procurement or bidding laws to this Agreement.

TERMINATION: This Agreement shall expire on the date specified in this Agreement, below, unless the Agreement is terminated earlier. The Town may terminate this Agreement without liability upon seven (7) days' advance written notice to Consultant for any of the following reasons:

1. Breach of the Agreement by the Consultant.
2. For the Town's convenience, including if the Town decides, in its sole discretion, to cancel the aggregation program.
3. If the Town terminates any electricity supply contract entered into by the Town for the aggregation.
4. For any other reason permitted by law.


SEVERABILITY: The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless such invalidity materially and adversely affects an essential purpose of this Agreement, in which event the entire Agreement shall be deemed invalid.

ENTIRE AGREEMENT CLAUSE: The Town and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Town and the Consultant, and no other binding agreement exist other than those incorporated herein.

DURATION OF AGREEMENT: It is agreed the duration of this Agreement shall be 3 years with options to renew/extend for an additional 2 years. These options are exercisable solely at the Town's discretion. It is understood and agreed that there is no financial contractual obligation of the Town in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

IN WITNESS WHEREOF, the said Consultant, and the said Town hereto set our hands and seals.

**FOR THE CONSULTANT
BY:**


Mark Cappadona, President

Date: _____

**FOR THE TOWN OF MEDWAY
BY ITS BOARD OF SELECTMEN:**

Glenn Trindade, Chairman

Maryjane White, Vice Chairman

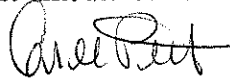
Richard D'Innocenzo, Clerk

Dennis Crowley, Member

John Foresto, Member

Date: _____

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


Town Accountant
Dated: 11/29/16

Approved as to Form:


Town Counsel

ATTACHMENT A

SCOPE OF SERVICES / DELIVERABLES

1. OBTAINING AND ANALYZING LOAD DATA

The Consultant shall obtain and analyze the electrical load data for all consumers of electricity in the Town.

2. PREPARATION AND ISSUANCE OF RFP's FOR SUPPLY OF POWER

The Consultant shall develop a Request for Proposals ("RFP") for power supply for review and approval by the Town. In general, the procurement document shall include the following components:

1. a description of the load aggregation (potential size of the aggregated load, and the number of customers and/or accounts);
2. the services and features desired by the Town;
3. the qualification criteria required in order to have a bid considered;
4. the criteria used to select the supplier;
5. the essential provisions of the standard contract between the chosen supplier and the Town on behalf of participating eligible consumers;
6. the term of service; and
7. such other information as may be required by the Town.

The Consultant shall assist the Town with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the Town and meets the goals of the Town's Municipal Aggregation Program. Bids from suppliers shall be evaluated based on price, the supplier's proposed contract terms and conditions, reputation of supplier, quality of supplier's service, extent to which service meets Town's needs, supplier's past relationship with the Town, previous work experience with governmental agencies, and such other criteria set forth in the RFP. The Consultant shall conduct a reasonable investigation of the responsibility of each applicant, including verifying references for other supply contracts entered into by the applicant.

3. BROKER SERVICES AND NEGOTIATIONS FOR SUPPLY CONTRACT

The Consultant shall, in consultation with the Town, act as the Town's broker during the procurement process. The Consultant shall provide all services during the negotiations and term of any contract with prospective power suppliers.

4. CUSTOMER ENROLLMENT / TRANSITION PROCESS

After approval of the price and term of the agreement by the Town with a supplier, the Consultant shall, in consultation with the Town, take all measures necessary to effectuate the

transfer of customer data from the local distributor to the new supplier. The Consultant shall also develop and manage the customer enrollment and opt-out process.

The Consultant shall have established procedures to promptly respond to:

1. consumer queries and problems;
2. power supplier problems;
3. Distribution Company problems; and
4. media queries.

5. PUBLIC EDUCATION

The Consultant shall, in consultation with the Town, prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of the Town, including meetings with representative from the media. The Consultant shall prepare a recommended public education and information strategy to be used as part of the municipal aggregation program following commencement of the supply contract.

6. LEGAL ASSISTANCE

The Consultant shall prepare all required filings for the Department of Energy Resources (DOER), the Department of Public Utilities (DPU), and any other state agency if applicable.

7. MANAGEMENT OF MUNICIPAL AGGREGATION PROGRAM

The Consultant will administer and provide oversight of the Town's Municipal Aggregation Program including, without limitation:

1. monitoring and reporting on compliance by the supplier with all contract terms and conditions;
2. resolution of contract issues;
3. administration of the "opt-out" process for customers;
4. participation in negotiations with the competitive suppliers and the distribution company serving the Town relating to the Municipal Aggregation Program;
5. preparation of written reports on the ongoing operations of the Town's Municipal Aggregation Program to be submitted on a quarterly basis to the Town; and
6. routine updates and attendance at meetings with the Town officials, Board and Committees.

8. MAINTENANCE OF EFFORT

After a contract is executed between the Town and an electricity supplier, if at all, the Consultant shall conduct regular, ongoing power supply analyses, be the advocate for ratepayers, provide prompt answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the Town's Municipal Aggregation Program.

The Consultant shall provide a written report concerning the following issues and items to the Town on a quarterly basis:

1. supplier's compliance with all terms and conditions of contract;
2. contract issues and resolutions, if any;
3. whether supplier's contract milestones have been met;
4. administration/customer service, defaults, litigation and penalties, if any;
5. customer participation;
6. changes in the financial stability of the supplier, if any; and
7. changes in organizational structure of the supplier, if any.

The Consultant shall provide a written report concerning the following issues to the Town prior to the expiration, extension or renewal of the supplier contract:

1. assessment of achievement of contract milestones;
2. possible revision or upgrading of goals;
3. market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
4. public process to affirm goals and evaluation;
5. bidding and negotiation process;
6. formulation of new contract; and
7. service transition process, if needed.

AGENDA

ITEM #3

Consideration of Appointment – Medway Cultural Council – Carla Cataldo

Associated backup materials attached:

- Email from Peter Monego, Cultural Council Chair

Please note: Carla will be out of town and unable to attend the meeting.

Proposed Motion: I move that the Board appoint Carla Cataldo to the Cultural Council for a three year term.

From: Monego, Peter

Sent: Thursday, December 01, 2016 4:35 AM

To: undisclosed.for.privacy

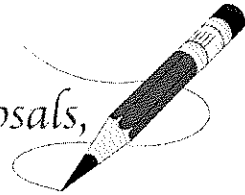
Subject: RE: Interest in Cultural Council Appt.

Good Morning Allison - Medway Cultural Council has confirmed Carla Cataldo as a new member to our group. We hope the BOS will agree. Please let us know how we can assist.

Thanks for all your help!

Pete

Proposals,
Etc.



Carla C. Cataldo, M.P.P.

P.O. Box 255 ~ Medway, MA 02053-6105



CARLA C. CATALDO, M.P.P.

Carla C. Cataldo, M.P.P. brings more than twenty years of experience to her development consulting business. As a former municipal official and Executive Director of a non-profit, she has written successful proposals in the areas of: social services, housing, education, economic development, health, historical preservation, and the arts.

Since 2002, her clients have received, on average, a return of 4407% on their investment of services. She has served as a member of the MetroWest Community Health Care Foundation's Distribution Committee for six years. Ms. Cataldo received a Master's of Public Policy degree from Harvard University's John F. Kennedy School of Government, and an A.B. degree from Smith College.

She is a frequent workshop presenter, and is the co-author of *Get That Grant! The Quick-Start Guide to Successful Proposals*. She currently serves on the Board of Directors of HMEA, a \$40 million social service organization serving the developmentally disabled in Massachusetts and Rhode Island.



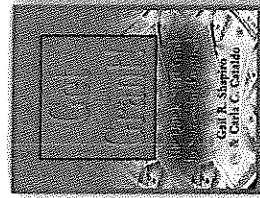
Carla C. Cataldo, M.P.P.
Principal

Ms. Cataldo brings many years of experience to her development consulting business. She has written successful proposals in the areas of social services, housing, education, economic development, transportation enhancements, historical preservation and the arts.

Ms. Cataldo holds a Masters of Public Policy degree from Harvard University's John F. Kennedy School of Government. From 2002-2012 her clients received an average rate of return of 1259% on their investment of services.

As Interim Development Director for different non-profits, Carla increased direct mail revenue by 50%, obtained new funding sources and increased memberships. She served on the MetroWest Community Health Care Foundation's Distribution Committee and the board of the Association of Fundraising Professionals, Central Massachusetts Chapter.

She is also the co-author of *Get That Grant!* *The Quick-Start Guide to Successful Proposals* (Booklocker.com 2009).



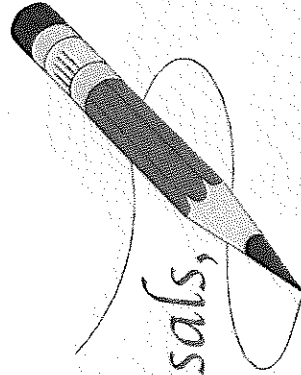
ENHANCE YOUR DEVELOPMENT EFFORTS

You can increase financial resources for your nonprofit by contracting for the services of **Proposals, Etc.**, by the day, through a half-day or full-day workshop, or through a retainer contract for longer-term assistance.

For complete details, visit www.proposalsetc.com or call 508.533.3519

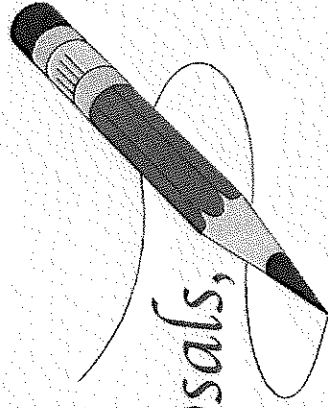
"You are REALLY good at what you do and we are so lucky to have you involved with Web of Benefit."

—Jo Crawford,
Founder and Executive Director



Carla C. Cataldo, M.P.P.

~ A SDO-certified firm ~



Proposals,
Etc.

Carla C. Cataldo, M.P.P.

High-quality development services for nonprofit organizations

"The money we spent with Proposals, Etc. has been received and back tenfold in services received and great public relations that the grant award generated. With Carla's research, we improved our odds and became a winner!"

—Katherine Stanton, Chairman,
Mendon-Upton Library District

Proposals, Etc.

assists non-profit organizations, cities and towns in raising financial resources to meet the vital needs of your community.

"Carla's skills at targeting the best foundations and tailoring our message resulted in \$101,000 in grants—or a 2425% return on our investment. This was the first capital campaign at the college in two decades and we were more than satisfied with Carla's attention to details and the final result."

—Michael J. Coogan, CFRE,
Director of Institutional Advancement

"Carla Cataldo recently worked with us at Clafin Hill Symphony. Not only did she bring in several new foundation gifts, but also a major capacity building grant which helped our organization complete a four-month strategic planning exercise. Carla worked with our board expertly and smoothly guiding us through the many steps involved with strategic planning. The result left us with a vastly more energized and involved board, and a plan for the future and longevity of our relatively young cultural endeavor."

—Paul Surapine, Founding Executive & Artistic
Director, Clafin Hill Music Performance
Foundation

"Carla has an innate ability to translate her professional expertise in a manner to effectively focus the work while coaching individuals and advancing learning while achieving the goals of the organization."

—Toni Wolf, Executive Director,
Employment Options

SERVICES

Proposal Writing

Whether you need a new proposal from scratch, a good template, or an edited rewrite of an existing proposal, we will work with you to find the most cost-effective option for your needs.

Grant Research

Your organization will receive the best possible fit for funding from our years of experience in working with foundations and reading "between the guidelines." Why waste time and precious resources seeking funds from unlikely sources?

Direct Mail Appeals

Are your mail appeals as effective as they could be? Do you know the rules for successful mailings? Increase your direct mail revenue by 50% over organizations that don't know the field's best practices!

Strategic Planning

Your agency will benefit greatly by developing a clear strategic plan before requesting grants. Strategic planning sessions are available in reasonably priced half-day, full-day and two-day packages.

Development Plans

Many agencies have master plans, but few have well-thought-out development components. Your well-rounded development plan will include annual appeals, planned giving, grants, capital campaigns and more!

Municipal Services

Get results with our years of experience in economic development, board roles, grant acquisition and management. Successful grants include CDBG, ISTEA, HOME and Norfolk County Economic Development, among others.

Proposal-Writing Workshops

You will learn the basic elements of a good proposal, including developing good case statements, researching funds, goals and objectives, evaluations, presentations, inside tips, follow-ups, and what not to do. Choose an affordable half-day or full-day workshop.

PARTIAL CLIENT LIST

Anna Maria College
Apple Tree Arts
Autism Society of America
Boston Harbor Island Alliance
Clafin Hill Symphony Orchestra
Concord Conservatory of Music
EARTH Limited
Easter Seals Massachusetts
Employment Options
Guild of St. Agnes, Inc.
HealthAlliance Hospital
Holy Name Catholic Central Jr. Sr. High
School
Horace Mann Educational Associates
Massachusetts Service Alliance
Medical Academic and Scientific Community
Organization (MASCO)
The Medical Foundation
Metropolitan Boston Housing Partnership
MetroWest School to Career Partnership
Milford Regional Medical Center
New England College of Optometry
New England Philharmonic
NYSARC/St. Lawrence ARC
Old Colony Hospice
Pawtucket Housing Authority
Reagle Music Theater of Greater Boston
Samaritans, Inc.
Shaughnessy-Kaplan Rehabilitation Hospital
Sisters of Notre Dame de Namur
Special Olympics Massachusetts
Towns of Acton, Brookline, Douglas, Franklin,
Medway, and Stoughton, MA
Urban Edge, Inc.
Visiting Nurse & Community Health
Walker, Inc.
Wayside Youth & Family Support Network
Web of Benefit
Whitinsville Christian School
Women At Work Museum

AGENDA

ITEM #4

Discussion – Fiscal Year 2018 Budget Policy

Associated backup materials attached:

- **Fy18 Budget Policy**

Proposed Motion: I move that the Board approve the FY18 budget policy as presented.

Board of Selectmen

John A. Foresto, Chair

Maryjane White, Vice-Chair

Richard A. D'Innocenzo, Clerk

Glenn D. Trindade

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

To: All Department Heads, Board & Committee Chairs

From: Board of Selectmen

Date: December 5, 2016

Re: Fiscal Year 2018 Budget Process

The time has arrived to prepare the FY'2018 budget. **Your complete budget request must be entered into MUNIS no later than 12:00PM on December 30, 2016.** Following this date, the Finance Team, led by the Town Administrator, will begin the budget balancing process and will meet with departments and/or committees as necessary in early January to review these requests. It is expected that the Board of Selectmen will meet to review the budget plan in mid-February/early March, followed by a review by the Finance Committee.

FISCAL YEAR 2018 BUDGET POLICY STATEMENT

It is the policy of the Board of Selectmen that the Fiscal Year 2017 Budget shall be developed with a goal of continuing to provide a level-service delivery approach with an eye toward service enhancements where possible. The Board seeks to continue an outstanding partnership between Municipal and School Departments, and encourages all departments to develop budgets that identify needs on a priority basis, while at the same time being very cognizant of the financial realities and limitations that exist today. Departments shall observe the guidelines contained herein in the preparation of budgets.

The Board of Selectmen recognizes the Budget development requirements of the Medway School Committee, and that the creation of the School budget will adhere to that procedure and established timeline. Municipal Departments shall observe the guidelines contained herein in the preparation of budgets.

It is the ultimate goal of the Board to deliver an FY'2018 budget plan that best meets the needs of the Community for the ensuing twelve-month period.

PERSONNEL SERVICES BUDGETS

- 1.) Salaries & Wages for FY'2018: All salaries and wages calculations will be based on 52 weeks.
- 2.) Wages for union personnel should be budgeted in accordance with the applicable union contract, (see attached salary scales). Non-union personnel wages should be calculated in accordance with prior practice.
- 3.) New position requests or increases in hours, may be made but must have a detailed explanation/justification. Any changes or additions will be reviewed on a priority basis and are subject to available funding.

EXPENSE BUDGETS

- 1.) All expense budgets shall be accompanied by a detailed description/justification of each line item. This explanation shall be in the format provided for in the MUNIS system. A complete and thorough justification should be entered into the 'text' section in MUNIS, which has no limit on length.
- 2.) Do not simply level fund line items and do not add to items without proper justification. Some lines may need to be reduced from this year's levels, and others may require increases. Please only budget increases based upon identified and essential needs. Please also remember to be as understanding of our fiscal constraints as possible. Not every request can be funded. It remains a possibility that budget adjustments may be necessary well into the budget process, pending local aid projections from the Commonwealth or changes in available funding.
- 3.) Be specific with ALL requests. You must show expense needs in the appropriate line items, and justify each. If an appropriately titled line item does not currently exist for the requested expense, please contact the Finance Director to provide the correct new number and placement for the inclusion.
- 4.) Carefully review the text used for each expense line item in MUNIS. Please review every MUNIS line item. The text will appear on the budget reports.

BUDGET PROCESS

In addition to your efforts, over the next few months, the Finance Team will be working on overall budget projections with a focus of identifying solid revenue estimates. In all cases, everyone plays an important role in this process.

If, at any time during your budget preparation you need assistance or have questions, please do not hesitate to contact Carol or Michael. Again, thank you for your cooperation and solid efforts!

cc: Town Administrator
Finance Director

AGENDA

ITEM #5

Vote – Increase Conservation Commission Membership from Five to Seven

Associated backup materials attached:

- Email Correspondence dated August 4, 2009 – Town Counsel
- Partial Meeting Minutes – December 21, 2009 Board of Selectmen's Meeting
- 1961 Annual Town Meeting Warrant – Article 6

Proposed Motion: I move that the Board increase the Conservation Commission membership from five to seven members.

Dec 21, 2009 BOS Mtg:

Conservation Commission-The composition/size of the committee was discussed. Chairman Espinosa explained that the last time the Selectmen met with the commission they talked about reducing the size from 7 members to 5 because they were having a hard time coming up with a quorum. The commission would prefer to stay at 7 members. **Chairman Espinosa moved to reduce the size of the ConCom from 7 to 5 as the Medway bylaw doesn't specify a number and five have typically been attending their meetings; Selectman Dunne second; Discussion; this would be affective immediately; 4-1 Selectman Trindade was opposed.**

Article 6. To see if the Town will vote to accept Section 8C, Chapter 40, of the General Laws and any amendment relating thereto, or act in any matter relating thereto.

Article 7. To see if the Town will vote to accept the provisions of Sections 7A through 7D, of Chapter 58 of the General Laws, as amended, or act in any matter relating thereto.

Article 8. To see if the Town will vote to accept a gift by Romeo and May Krantz in the sum of Two Thousand Five Hundred Dollars (\$2,500) for the purpose of establishing a fund under the name of Edwin F. MacDonald Scholarship Fund. The income from said fund to be granted as a scholarship to a graduating student of the senior class who will further his education in accounting practices, or act in any matter relating thereto.

And you are hereby directed to serve this Warrant by posting printed attested copies thereof at each of the post offices and at ten other places in said Town at least seven days before the day of the meeting.

Given under our hands at Medway this 4th day of December A.D. 1961.

JOSEPH H. POTENZA
RICHARD J. COAKLEY
CHARLES W. BRESNAHAN

Selectmen of Medway

A true copy:

Attest:

HARRIS H. KOCHANSKY

Constable of Medway

1961

COM

Norfolk, ss.

Is hereby certified
by posting printed
and attested copies
of said meeting

A true copy:

Attest:

The me
Moderator
The Moderator

Article 1.
\$5700.00 from
Machinery Opera

Article 2. I
from the Interest
accounts:

Town H

Highway

Veteran

ANNUAL REPORT

7

Measurers of Lumber

W. J. JOHNSON
W. J. MCELROY

Term expires 1963
1963

Gas Inspector

W. J. KELLEY

Term expires 1963

Sub-Division Control Consultant

W. J. PHILLIPS

Term expires 1963

Conservation Commission

W. J. ANDERSON
W. J. WOOD
W. J. CLARK
W. J. KING, Chairman
W. J. BRADENZANEL
W. J. COLE
W. J. HAY

Term expires 1963
1964
1965
1966
1967

Park Board
Planning Board

Industrial Board

JOHN H. REARDON, Chairman

W. J. KELLEY
W. J. CLARK
W. J. HENDERSON

JOSEPH D. MALLOY
THOMAS PONTOLILLO
DR. CHARLES SOFORENKO

Police Officers

WILLIAM GIALONARDO, Chief

LEROY EISNER, Sergeant

WILLIAM PATRICK, Patrolman

ELIAS E. ROJEE, Patrolman

WILLIAM F. ARMSTRONG, Patrolman

W. J. BROWN
W. J. HARRIS
W. J. STEWART

JOHN BOCZANOWSKI
GEORGE A. CARAM
ROBERT E. MILLIGAN
HARRIS KOCHANSKY
JOSEPH L. BRAUN

ALLAN G. OSBORNE

AGENDA

ITEM #6

**Discussion – Potential Donation of Land on
Summer Street**

No associated backup materials.

AGENDA

ITEM #7

Annual License Renewals

Associated backup materials attached:

- List of Existing Licensees with Approval Status

Proposed Motion: I move that the Board approve license renewals for the businesses provided in the Board's packet conditioned upon the receipt of all necessary documentation, payment and departmental approvals to renew the specific licenses.

LICENSEE NAME	LICENSE TYPE	STATUS	12/5/2016
Medway Veterans Building d/b/a Medway Post #1526 VFW	Alcohol	Approve	
	Common Victualler		
	Automatic Amusement		
	Live Entertainment		
Select Used Cars Corp.	Class II	Approve	
Dufficy Enterprises, Inc. d/b/a Domino's	Common Victualler	Approve	
Sri Sataram Enterprises, Inc. d/b/a Medway Mart	Alcohol (Wine & Malt)	Approve	
Galante's Deli & Luncheonette	Common Victualler	Approve	
Faltos, Inc. d/b/a Medway Village Pizza	Common Victualler	Approve	
Starbucks Corporation d/b/a Starbucks Coffee	Common Victualler	Approve	
Cumberland Farms Inc. d/b/a Cumberland Farms	Common Victualler	Approve	
Paul Tingley d/b/a Tingley's	Common Victualler	Approve	
Vivaan LLC. d/b/a One Stop Convenience	Alcohol (Wine & Malt)	Approve	
Yama Fuji, Inc. d/b/a Yama Fuji	Alcohol	Approve	
	Common Victualler		
Hang Tai Enterprises, LLC d/b/a Hang Tai Too	Alcohol	Approve	
	Common Victualler		
	Live Entertainment		
Bluestone Management Corp d/b/a Medway Imports	Class II	Approve	
TJ Gas, Inc. d/b/a Medway Mobil	Class II	Approve	
Late Model Cars LTD. LLC	Class II	Approve	
Veerjala Inc. d/b/a Medway Subway	Common Victualler	Approve	
Pragathari LLC d/b/a West Medway Liquors	Alcohol	Approve	
Medway Beverages Inc. d/b/a Keystone Liquors	Alcohol	Approve	
Sellia Corp. d/b/a McDonalds	Common Victualler	Approve	
	Live Entertainment		
Aoude Gas & Repairs	Class II	Approve	
Supreme Pizza LLC	Alcohol	Approve	
	Common Victualler		
Neighborhood Wrench	Class II	Approve	
Medway Famous Pizza	Common Victualler	Approve	
Medway Szechuan Garden	Alcohol	Approve	
	Common Victualler		
GAW Financial Corp.	Class II	Approve	
	Class III		
Jonathan Demont d/b/a Jonathan Henry LLC	Class II	Approve	
Currihan, Sean & Brad d/b/a Auto Exchange	Class II	Approve	
Joannides Enterprises d/b/a Liquor World	Alcohol	Approve	
Medway Café Inc. d/b/a Medway Café	Alcohol	Approve	
	Common Victualler		
	Live Entertainment		
Cheryl Hollander d/b/a Boston Classic Cars	Class II	Approve	
Ali A. Hodroj d/b/a Al's Export Company	Class II		
Williams Classic Restoration	Class II	Approve	
E.I.R.E, Inc. d/b/a Mickey Cassidy's	Common Victualler	Approve	
	Alcohol		
Huiqin Liu d/b/a Golden Bamboc	Common Victualler	Approve	
TC Scoops, LLC	Common Victualler	Approve	
Ye Chan, Inc. d/b/a Medway Lotus	Common Victualler	Approve	
	Alcohol		
	Live Entertainment		
	Amusement		
	Billiards		
Night N' Day Inc. d/b/a Restaurant 45	Alcohol	Approve	
	Common Victualler	Approve	
Michael Coyle d/b/a Coyle's Auction Gallery	Auctioneer	Approve	
Richards Casino Bar & Grille d/b/a Derek's Steak & Seafood	Common Victualler	Approve	
	Alcohol		
East Bay Donuts d/b/a Dunkin Donuts	Common Victualler	Pending	No paperwork submitted
Summit Donuts d/b/a Dunkin Donuts	Common Victualler	Pending	No paperwork submitted
Papa Ginos, Inc. d/b/a Papa Ginos	Common Victualler	Pending	No paperwork submitted

AGENDA

ITEM #8

Approval – Banner Display Request

Associated backup materials attached:

- Banner Display Request Form

Proposed Motion: I move that the Board approve the banner display request from the Medway High School Drama Club.

AGENDA

ITEM #9

Approval – One-Day Liquor License Requests

- a) Anne Mahaney & Jim Kenney – Thayer Homestead – December 27, 2016
- b) Elaine Sullivan – Thayer Homestead – February 19, 2017

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion: I move that the Board approve one day liquor licenses for Anne Mahaney and Jim Kenney, and Elaine Sullivan for their events to be held at the Thayer Homestead on December 27, 2016 and February 19, 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

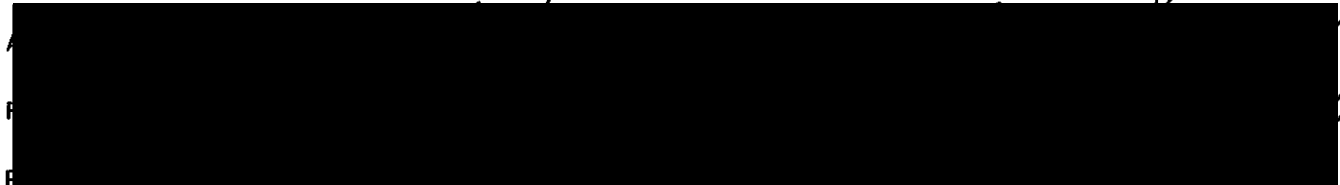
Event both Surprise Birthday Parties

Event Location Trayer Homestead

Event Date 12/27/16

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

Name of Organization/Applicant Kesney Family - Anne K. Maloney



Non-Profit Organization Y N

Attach non-profit certificate of exemption

Is event open to the general public? Y N

Estimated attendance 50-100

Will there be an age restriction? Y N

Minimum age allowed:

How, where and by whom will ID's be checked? no one under 21 will be served

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 11-21-16

Applicant's Signature

Anne K. Mahaney

Applicant's Name

Anne K. Mahaney

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 1st Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 23, 2016

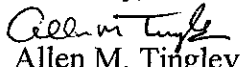
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Jim Kenney for a one day liquor license for a birthday party, to be held at the Thayer House, 2B Oak Street, on December 27, 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: \$0

All Alcohol Wine and Malt

Event Sullivan/Vella Baby Shower

Name of Organization/Applicant Elaine Sullivan

Address [REDACTED]

[REDACTED]

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer House Homestead, Medway, MA

Event Date Feb 19, 2017

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

Is event open to the general public? Y N

Estimated attendance 45

Will there be an age restriction? Y N

Minimum age allowed:

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

private family party

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 November 6, 2016

Applicant's Signature *Elaine M. Sullivan*

Applicant's Name Elaine Sullivan

A

PI

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 21, 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 Elaine Sullivan for a one day wine and malt license for a baby shower, to be held at the Thayer House, 2B Oak Street, on February 19, 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 #10

Action Items from Previous Meeting

Associated backup materials attached:

- Action Items 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 #11

Approval of Warrants

Warrants to be provided at meeting

AGENDA

ITEM #12

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

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

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

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

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

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

Public Comments: None.

Reorganization of Board (Chair, Vice Chair and Clerk)

There were no background materials.

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

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

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

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

Selectman Foresto and Chairman Trindade switched seats.

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

Discussion – Eversource Security Fencing on West Street

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

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

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

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

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

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

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

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

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

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

38 **Presentation - Stormwater Management Presentation**

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

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

44 Mr. Holder provided a brief introduction. Ms. Ryan stated she will move quickly through the
45 presentation, focusing on the grant and the funding options.
46

47 Utilizing a PowerPoint presentation, Ms. Ryan explained what the permit means and provided
48 descriptions of basic components. The current estimated annual program costs are \$275,000 but the
49 community should be increase that figure to \$475,000 each year to cover costs or requirements that may
50 be presently undefined or unanticipated. She briefly reviewed the requirements at different levels, i.e.,
51 during the second year, during the first five years, and other points during the 20-year plan. Discussion

1 followed. Is there too much parking [impervious surface] being required which affect the amount of
2 runoff and stormwater? Mr. Rodenhiser reported that the Planning Board is already looking at this.

3
4 Ms. Ryan continued with the presentation, explaining the grant and the timeline requirements. The red
5 shading represents when something is due, while the blue is when Medway should begin another task so
6 that the resulting impact is minimized. Mr. Rodenhiser asked what “site selection” meant. Ms. Ryan
7 responded that it means identification of potential locations can begin, possibly around year 4. Chairman
8 Trindade theorized that the acquisition of land should begin sooner than year 4 as it takes a long time to
9 complete the purchase. Mr. Rodenhiser asked if there is a way to determine areas of town that may need
10 increased attention, i.e. more land for runoff or filtration versus others that use less. Selectman Crowley
11 cautioned that the planning needs to begin, but not necessarily the purchase of land. Those acquisitions
12 could happen later, maybe five or ten years down the road.

13
14 Selectman Foresto asked how Medway might suffer if surrounding communities do not do what they are
15 supposed to. Ms. Ryan responded that, if Medway executes its plan, it would need to be in compliance
16 with the permit.

17
18 Funding options for the Stormwater Program could include:

- 19 A. Tax Override/General Fund
- 20 B. Municipal Water Infrastructure Investment Fund
- 21 C. Stormwater Utility (user fee) which would be based on percentage of impervious surface on any
22 property. This would require a Town Meeting vote to establish.

23
24 Mr. Rodenhiser suggested laying out the timetable sooner so that residents could begin planning their
25 upgrade projects, i.e., driveways or parking lots. Chairman Trindade expressed concern that the hard part
26 is getting the word out to people so they can begin that planning.

27
28 Mr. David Blackwell, 2 Milford Street, asked what methods would be employed to encourage property
29 owners to mitigate their discharge. If property owners with the same square footage have differing
30 mitigations, what is an equitable way of applying the user fee? Discussion followed on budget changes,
31 projections, criteria for a user fee, etc.

32
33 Brief discussion followed on recommended next steps in FY17, it is anticipated that there will be an
34 updated presentation in July. Selectman Crowley expressed concern that that there needs to be a way to
35 track progress and goal attainment. This could be a list of tasks with associated timeline points for the
36 next 12, 18, or 24 months.

37
38 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension**

39 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director of*
40 *the Department of Public Services; (2) 2012 Master Service Contract; and (3) Proposed Amended Contract.*

41
42 Present: Tom Holder, Director, Department of Public Services.

43
44 Mr. Holder stated he would like to extend the existing contract for two additional years. We are well
45 served by this company and strongly recommend this. The funds will come out of our operational budget
46 and also augmented by grant funds.

47
48 Selectman Crowley expressed concern that there is no fee identified in the contract. Mr. Holder
49 responded that the fee structure comes from the consultants. This approval generates a letter of
50 understanding. He added that he could ask them to provide a rate structure.

51

1 Chairman Trindade suggested this matter be postponed until the next meeting; the Board concurred.

2
3 **Approval – 2 Year Contract for Road Servicing – TASCOC Construction, Inc. - \$200,000**

4 *The Board reviewed the following information: (1) Memorandum dated June 2, 2016 from the Director of*
5 *the Department of Public Services; and (2) Contract.*

6
7 Mr. Holder stated this is part of our annual contracts. We had renewed a contract with a local group
8 which did not work out. This is the lowest responsive bidder and we checked out their references.

9
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a two-year contract**
11 **with TASCOC Construction, Inc. for asphalt and concrete repair and catch basin structure**
12 **adjustments in an amount not to exceed \$200,000, and subject to funding in year 2; Selectman**
13 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

14
15 **Approval –2 Year Contract for Sewer Jet Cleaning & Inspections - Clogbusters Underground**
16 **Technologies, Inc. - \$10,000**

17 *The Board reviewed the following information: (1) Memorandum dated June 20, 2016 from the Director*
18 *of the Department of Public Services; and (2) Contract.*

19
20 Mr. Holder reported that this is a renewal of an existing contract. This company performs all the high-
21 pressure sewer and drain cleaning as the Town does not have that kind of equipment.

22
23 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**
24 **Clogbusters Underground Technologies in an amount not to exceed \$10,000, and subject to funding**
25 **in year 2; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26
27 **Contract Approval – On Call Planning and Grant Writing Services – PGC Assoc.**

28 *The Board reviewed the following information: (1) Memorandum from Susan Affleck-Childs, Planning*
29 *and Economic Development Coordinator; and (2) Contract.*

30
31 Mr. Rodenhiser reported that Mr. Gino Carlucci, who is associated with MAPC, also serves as a liaison to
32 SWAP. He helps the Planning Board with writing complicated decisions and the reports that will support
33 those decisions as well as consulting services looking at maps and researching boundaries. This contract
34 provides that Mr. Carlucci is also available to other Town departments. Billing is for on call services, and
35 not a fee for the contract period.

36
37 **Selectman Foresto moved that the Board authorize the Chairman to execute a three-year contract**
38 **with PGC Associates for consulting planning services; Selectman D’Innocenzo seconded. No**
39 **discussion. VOTE: 5-0-0.**

40
41 **Contract Approval – Ambulance Billing Services – Pro-EMS Solutions:**

42 *The Board reviewed the Contract.*

43
44 Fire Chief Jeffrey Lynch reported that three bids were submitted. Our collection rate has increased
45 substantially and they have done a great job for us.

46
47 **Selectman D’Innocenzo moved that the Board execute a contract with Pro-EMS Solutions, Inc. for**
48 **ambulance billing and collection services in an amount not to exceed 4% of collected revenue, as**
49 **requested; Selectman White seconded. It was noted that the current contract has expired. VOTE: 5-0-0.**

50
51 **Approval – Contract with Bulldog Fire Apparatus for Engine 2 Refurbishment - \$76,700:**

1 *The Board reviewed a Draft Contract. It was noted that the final contract is in process.*

2
3 Chief Lynch briefly outlined the components of the refurbishment.

4
5 **Selectman D’Innocenzo moved that the Board award a contract for the refurbishment of Fire**
6 **Engine 2 to Bulldog Fire Apparatus, Inc. in the amount of \$76,668, with said total including bid**
7 **alternates 1 - \$3,492.00 and 2 - \$1,880.00, and to further authorize the Town Administrator to**
8 **execute the contract and approve any additional repairs to the vehicle identified during the**
9 **refurbishment process not to exceed \$20,000; Selectman Foresto seconded. Selectman Crowley**
10 **expressed concern that there was no performance bond, Town Counsel approval or certificate of**
11 **insurance. Selectman D’Innocenzo amended his motion the contract will be awarded subject to the**
12 **receipt of these items; Selectman White seconded the amended motion. No further discussion.**
13 **VOTE: 4-1-0 Crowley oppose.**

14
15 **Contract Award – Specialty Vehicles, Inc. for Purchase of New Ambulance - \$259,686:**

16 *The Board reviewed the following information: (1) Contract; (2) Sales Contract; and (3) Cost Detail.*

17
18 Chief Lynch stated that this purchase is to replace an ambulance, not adding one. This particular one
19 includes a new stretcher system which is required by a new law. It helps to reduce back injuries during
20 transport. Responding to a question from Selectmen White, Chief Lynch stated that putting this
21 ambulance into service will help the Town move to an all-ALS service. Once ordered, the ambulance
22 should be delivered in approximately 120 days. Existing vehicles are showing their wear.

23
24 **Selectman D’Innocenzo moved that the Board award a contract for the purchase of a new ambulance**
25 **and related equipment to Specialty Vehicles, Inc. of North Attleborough in the amount of \$259,686**
26 **and authorize the Town Administrator to execute the contract once the certificate of insurance, Town**
27 **Counsel review, tax compliance report from Town Accountant and certificate of authority have been**
28 **received; Selectman Foresto seconded. No discussion. VOTE: 4-1-0 – Crowley oppose.**

29
30 **Contract Approval – Consulting Services Related to Appellate Tax Board Cases – George E.**
31 **Sansoucy, P.E. LLC:**

32 *The Board reviewed the associated Contracts.*

33
34 **Selectman Foresto moved that the Board authorize the Chairman to execute three contracts with**
35 **George Sansoucy for Appellate Tax Board cases for NStar Electric, Bay State Gas, and Bell**
36 **Atlantic in mounts not to exceed \$10,000, \$10,000 and \$2,000 respectively, as presented; Selectman**
37 **D’Innocenzo seconded. It was noted that Town Counsel does not sign off until all associated**
38 **documents are received. VOTE: 5-0-0.**

39
40 Chairman Trindade announced that it is the intention of the Board that all contracts will have all
41 supporting documents provided before they are placed on a meeting agenda.

42
43 **Approval – Inter-municipal Agreement with Millis for Animal Control Services:**

44 *The Board reviewed the Agreement.*

45
46 It was noted that this is contract is for only three years because Millis cannot enter into a contract for a
47 period longer than that.

48
49 **Selectman Foresto moved that the Board approve an Inter-Municipal Agreement with the Town of**
50 **Millis for Animal Control Services for a three-year period; Selectman D’Innocenzo seconded. No**
51 **discussion. VOTE: 5-0-0.**

1
2 **Discussion/Vote – Counsel Representation for Cable License Renewal Process**

3 *There were no background materials.*

4
5 Selectman Foresto explained that the Cable Committee was not happy with this person’s performance.
6 Brief discussion followed.

7
8 **Selectman Foresto moved that the Board vote to terminate the services of Peter Epstein relative to**
9 **representation for Cable License Renewal processes; Selectman D’Innocenzo seconded. No**
10 **discussion. VOTE: 5-0-0.**

11
12 **Approval – One-Day Liquor License Requests**

13 *The Board reviewed applications and Police Chief recommendations for the following individuals for*
14 *their respective Thayer Homestead events: (1) Steve & Sue Houde – July 8, 2016; (2) Michael Josephs –*
15 *July 9, 2016; (3) Patrick Smith –July 22, 2016; (4) Brittany O’Malley – July 23, 2016; and (5) Tom*
16 *Amlicke –July 31, 2016.*

17
18 **Selectman D’Innocenzo moved that the Board approve one-day liquor licenses for Steve & Sue**
19 **Houde, Michael Josephs, Patrick Smith, Brittany O’Malley, and Tom Amlicke on the dates**
20 **requested for their respective events at the Thayer Homestead subject to the Police Chief’s**
21 **recommendations and evidence of appropriate insurance coverage. No discussion. VOTE: 5-0-0.**

22
23 **Annual Committee Appointments (cont.)** (see list at end of agenda)

24 *The Board reviewed the FY17 List of Reappointments and Vacancies.*

25
26 Ms. Potter, Assistant Town Administrator, reported that these were not available for review at the last
27 meeting.

28
29 Chairman Trindade read aloud the existing vacancies on the following groups: Cemetery Commission,
30 Council on aging, Disability Committee, Energy Committee, Historical Commission, Medway Cultural
31 Counsel, and Pride Day Committee.

32
33 **Selectman Foresto moved that the Board reappoint the incumbent Board and Committee members**
34 **as listed on the summary sheet for the customary terms associated with their respective boards and**
35 **committees; Selectman White seconded. No discussion. VOTE: 5-0-0.**

36
37 **Assignment of Board of Selectmen Liaison Designations**

38 *The Board reviewed a proposed list of Liaison Assignments.*

39
40 Brief discussion followed on the assignments. Board members expressed no objections to the list as
41 presented.

42
43 **Approval of Warrants**

44 *The Board reviewed Warrants 16-52 and 16-52S.*

45
46 Selectman D’Innocenzo read loud Warrants 16-52 and 16-52S, dated 6/23/16, presented for approval:

47
48

16-52S School	Expense \$446	,791.85
16-52 Town	Expense \$487	<u>,778.28</u>
TOTAL		\$934,570.13

49
50
51

1 **Chairman Trindade moved that the Board approve Warrant as read; Selectman White seconded.**
2 **No discussion. VOTE: 5-0-0.**

3
4 **Approval of Minutes**

5 *The Board reviewed draft minutes from December 21, 2015.*

6
7 **Selectman White moved that the Board approve the minutes of December 21, 2015 as written;**
8 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

9
10 **Town Administrator's Report**

11 Mr. Boynton reminded the Board of Missy Dziczek's retirement party at the Senior Center.

12
13 The next Board of Selectmen meeting will be July 11.

14
15 The Sign Bylaw Review Task Force will be meeting tomorrow, and Town Counsel will be present.

16
17 The new Direct Tire store will be having a ribbon cutting early in July. Mr. Boynton asked Board
18 members to contact the Assistant Town Administrator if available to attend.

19
20 **Selectmen's Reports**

21 Selectman Crowley extended congratulations to the high school baseball team who made it to the semi-
22 finals. He also announced that the contract with the State for the Route 109 Project has been signed.

23
24 Selectman White reported that students at the Memorial School planted gardens and later harvested the
25 bounty. She also stated she would be attending the Suffolk University commencement where two staff
26 members are receiving diplomas.

27
28 Selectman D'Innocenzo reported that the scholarship alumni game was played at the Maddie Lamson
29 Field this past Saturday.

30
31 Selectman Foresto reported that the ribbon cutting for the new Maker Space at the public library will be
32 Saturday morning, June 25.

33
34 Selectman Foresto reminded residents that Medway Family Day will be held on July 16, 2 – 9 PM.
35 There will be a climbing wall, pony rides, racetrack, music, Clafin Hill Music and fireworks in the
36 evening. Food is reasonably prices, and all events are free.

37
38
39 **At 8:47 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.**
40 **VOTE: 5-0-0.**

DRAFT

Board of Selectmen's Meeting
July 11, 2016 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Allen Tingley, Police Chief; David D'Amico, Deputy Director, Department of Public Services; Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

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

Public Comments: None.

Approval – Inter-fund Borrowings for Ambulance- \$140,000, Septic Betterment Loan - \$200,000, and Brentwood Drainage Project - \$55,000:

The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Finance Director; (2) DLS Advance of Funds in Lieu of Borrowing Forms for Each Project; and (3) Brentwood Project Spending Report.

Present: Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

Ms. Pratt reported that the plan is to have the Board execute the borrowings tonight, and authorize two additional ones for a total of \$2.9 million. "Inter-Fund" means that the Town has the funds on hand to cover the borrowing. These actions will allow the specified departments to move forward with projects while awaiting the funds to be replaced in the fall. Responding to a question from the Board, Ms. Russo stated the funds will generally come from the Stabilization Fund and General Fund. Discussion followed on interest rates and current account balances.

Selectman Foresto moved that the Board vote to approve the Advance of Funds in Lieu of Borrowing Authorizations for the projects and in the amounts requested; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.

Approval – Contract with Tetra Tech for Engineering & Consulting Services:

The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Planning and Economic Development Coordinator; and (2) Contract.

Mr. Boynton stated that this is a general services "blanket" contract with Tetra Tech. Most reviews are paid for out of a separate fund when the work is for the Planning Board. This contract is for other field work performed for the Town. There is a slight increase in the hourly fees from the previous contract, yet the rates are below what is considered "market" rate.

Selectman Foresto asked if this contract is in lieu of having professional engineer on staff. How much was spent last year? Mr. Boynton responded FY16's expense relative to this contract was \$110,000 and \$75,000 of it was spent on Planning Board services. This is a two-year contract.

1
2 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Tetra**
3 **Tech for Consulting & Engineering Services, as presented; Selectman D’Innocenzo seconded. No**
4 **discussion. VOTE: 5-0-0.**

5
6 **Approval – Contract with Sansoucy P.E. LLC for Utility Valuation Services - \$6,000:**

7 *The Board reviewed the following information: (1) Memorandum dated July 6, 2016 from the Assessors;*
8 *and (2) Contract.*

9
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**
11 **Sansoucy for utility valuation services in an amount not to exceed \$6,000; Selectman D’Innocenzo**
12 **seconded. No discussion. VOTE: 5-0-0.**

13
14 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension:**

15 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director*
16 *of the Department of Public Services; (2) Kleinfelder Fee Schedule; (3) 2012 Master Service Contract;*
17 *and (4) Proposed Contract Amendment.*

18
19 Present: David D’Amico, Deputy Director, Department of Public Services.

20
21 Mr. D’Amico stated this contract is for work centered on changes in regulations. \$39,000 was spent this
22 year on storm related work. \$82,000 will be spent on work relative to the study that is coming up.

23
24 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract amendment**
25 **with Kleinfelder Northeast, Inc. as presented; Selectman D’Innocenzo seconded. No discussion.**
26 **VOTE: 5-0-0.**

27
28 **Approval – Contract with Giombetti Electric, Inc. for Installation of Generator Key Interlock**
29 **System at High School - \$24,039:**

30 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*
31 *of the Department of Public Services; and (2) Contract.*

32
33 Mr. D’Amico stated the department was looking for an emergency shelter. The generator at the high
34 school is not powerful enough if there were a significant number of people being housed there. The
35 installation identified in this contract gives us the infrastructure to support a sizable generator that would
36 power the school.

37
38 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**
39 **Giombetti Electric, Inc. for the installation of a generator system in an amount not to exceed**
40 **\$24,039, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

41
42 **Approval – Contract with TASCOC Construction, Inc. for Culvert Repair & New Drainage -**
43 **\$143,000:**

44 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*
45 *of the Department of Public Services; and (2) Contract.*

46
47 Mr. D’Amico reported that a culvert collapsed on Village Street, and we need to repair the culvert and
48 then repave the road. This has been on the wait list for some time.

1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute a contract with**
2 **TASCO Construction for culvert repairs and new drainage in an amount not to exceed \$143,000;**
3 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

4
5 **Approval – Location of a Swimming Pool within Drainage Easement - 15 Tulip Way:**

6 *The Board reviewed the following information: (1) Quitclaim Deed; (2) As-built Plan; and (3) Map*
7 *showing easement and placement of pool.*

8
9 Selectman Crowley explained that a resident was installing a pool and learned that there was an easement
10 in that location. DPS staff investigated and found that the easement could be moved approximately 20
11 feet away from the pool location and still accommodate the Town’s drainage needs. Town Counsel
12 advises that the Town cannot grant a permanent easement now, but can grant a temporary easement and
13 put the matter on the Fall Town Meeting warrant. Selectman Crowley asked that the Department of
14 Public Services issue a letter stating that there is no impact on the use of the drainage easement if it is
15 shifted to the side. Discussion followed.

16
17 **Selectman Foresto moved that the Board grant temporary authorization for the location of a**
18 **swimming pool by the owner within the Town’s drainage easement at 15 Tulip Way. Said location**
19 **shall not interfere with the function and purpose of the drainage easement and shall be approved**
20 **by the Medway Department of Public Services prior to installation of the swimming pool. Further,**
21 **the owner shall provide on or before September 1, 2016 a survey plan prepared by a Registered**
22 **Surveyor detailing proposed revised easement boundaries that exclude the new swimming pool**
23 **location, with the understanding that the owner proceeds at his own risk and that this matter will**
24 **be presented to Town Meeting which must approve any actual easement relocation; Selectman**
25 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26
27 **Grant Expenditure Authorization – Green Communities Competitive Grant - \$216,577:**

28 *The Board reviewed the following information: (1) Letter/Grant Award; and (2) Grant Proposal, voted*
29 *by the Board at its March 21, 2016 meeting.*

30
31 Mr. Boynton explained the specific amounts noted within the grant award letter, as follows:

- 32
33 \$89,988 -- Various Streets in Town, Streetlights Conversion to LEDs;
34 \$87,495 -- Medway Police Department Headquarters, Install an Energy Management System;
35 \$12,386 -- Medway Fire Station #1, Retrofit Lights with LEDs and Install New Sensors; and
36 \$26,708 – Medway Library, Retrofit Lights with LEDs and Install New Sensors
37

38 **Selectman D’Innocenzo moved that the Board authorize the expenditure of the Green Communities**
39 **Competitive Grant in the amount of \$216,577; Selectman White seconded. No discussion.**
40 **VOTE: 5-0-0.**

41
42 **Discussion/Vote – Chapter 70 Resolution – Medway School Committee:**

43 *The Board reviewed the following information: (1) Correspondence, Medway School Committee; and*
44 *(2) Chapter 70 Resolution.*

45
46 Mr. Boynton provided a brief explanation of the Foundation Budget Review Committee initiative to
47 secure increased education funding. Selectman Crowley asked where the money will come from. Mr.
48 Boynton responded that he will ask the School Committee to meet with the Board to explain it.

49
50 The Board opted to take no action on this matter. Mr. Boynton will try to schedule the School Committee
51 to come in on August 1.

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Approval – One-Day Liquor License Requests:

The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead events: (1) Suzanne Giangarra -- July 24, 2016; (2) Laurie Insel – August 6, 2016; (3) Tricia Sharpe – August 7, 2016; (4) Matt Zajac – August 19, 2016; (5) Judi Notturmo – August 21, 2016; (6) Martha White – September 1, 2016; and (7) Peter & Kristin Sigrist – September 5, 2016.

Selectman Foresto moved that the Board authorize one-day liquor licenses for Suzanne Giangarra, Laurie Insel, Tricia Sharpe, Matt Zajac, Judith Notturmo, Martha White and Kristen & Peter Sigrist for their events at the Thayer Homestead on July 24, August 6, August 7, August 19, August 21, September 1 & September 5, 2015 respectively, subject to the Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman D’Innocenzo seconded. It was noted that Chief Tingley says there have been no issues with the events held at this venue. No further discussion. VOTE: 5-0-0.

Action Items from Previous Meeting:

The Board reviewed the Action Item List.

Mr. Boynton reported that the Route 109 project has been given a green light. Signage will go up to announce that the project will be starting. Public meetings will be held in the next couple of weeks to update businesses and residents.

Mr. Boynton noted that work on the DPS Facility has been on hiatus since original cost estimates came in, adding that the market has changed substantially since planning began. He indicated he would like to resurrect this as the Town’s financial status will be clarified in the coming weeks. Discussion followed.

Regarding Recreational Facility Improvements, Mr. Boynton stated that correspondence has gone out to various committees and boards that will play a role in this project. The EPFRAC committee is already in existence, and they have asked for representatives from the Historic District Commission, Finance Committee and Friends of Choate. Those names should be submitted to the Town Administrator’s office as soon as possible. Selectman Crowley expressed concern that a group of 20 members might have a difficult time getting anything accomplished. Chairman Trindade emphasized that all participating groups have to be present so that a quorum is available at every meeting, and let those people know that there will be an accelerated meeting schedule. Discussion followed on whether a member should be removed from the committee if they miss two consecutive meetings. Selectman D’Innocenzo, EPFRAC Chair, suggested that each member designate an alternate who can attend the meeting in their place and submit that name to the Town Administrator. Lastly, Chairman Trindade expressed concern that the group’s activities might vary somewhat from the scope of the article and suggested a discussion with Town Counsel. Mr. Boynton did not think the group’s activities would be a problem.

Approval of Warrants:

There was no Warrant to approve.

Approval of Minutes:

The Board reviewed draft minutes from public sessions held on March 21, 2016; April 4, 2016 and May 9, 2016.

Selectman Crowley moved that the Board approve the public session minutes from March 21, 2016, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

Selectman Crowley asked for clarification of a section of the April 4, 2016 minutes. The Board opted to hold review of these for the time being.

1
2 **Selectman Foresto moved that the Board approve the public session minutes from May 9, 2016, as**
3 **presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**
4

5 **Town Administrator's Report:**

6 Mr. Boynton expressed appreciation to the Fire Department for their efforts last week battling a recent
7 house fire and a stables fire. He reported that all the horses were saved, mostly due to the water wall.
8 Ms. Brenda Hamblin, Animal Control Officer, was instrumental in keeping the animals calm and safe.
9 The barn was also saved. Other communities provided assistance, and there was no serious injury to
10 firefighters.

11
12 Mr. Boynton also provided brief updates on road and sidewalk improvements and the State budget. He
13 reported that the FY2016 final amount collected under the Meals Tax was \$138,000.
14

15 **Selectmen's Report:**

16 Selectman Crowley asked for an update on the proposed assisted living complex. Mr. Boynton stated
17 that the facility will be purchasing a radio box fire alarm system for the Town. The real estate closing on
18 the property is scheduled for this fall. It is anticipated that construction will begin shortly thereafter or
19 early 2017.
20

21 Selectman Crowley asked Mr. Boynton to request that Ms. Stephanie Mercandetti provide an update on
22 the Redevelopment Authority. It will likely be in September.
23

24 Selectman Foresto reminded residents of Medway Day taking place this Saturday, July 16, beginning at 2 pm.
25 There will be lots of activities ending with fireworks.
26
27

28 **At 8:26 PM Selectman Foresto moved to adjourn; Selectman D'Innocenzo seconded. No**
29 **discussion. VOTE: 5-0-0.**
30
31

32 Respectfully submitted,
33 Jeanette Galliardt

1 Board of Selectmen's Meeting
2 August 15, 2016 – 7:00 PM
3 Sanford Hall, Town Hall
4 155 Village Street
5

6
7 Joint Meeting with Planning & Economic Development Board,
8 Water & Sewer Commission and Conservation Commission
9

10
11 Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk (7:02 PM);
12 Dennis Crowley, Member.
13

14 Absent: John Foresto, Member.
15

16 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
17 Mary Becotte, Communications Director; Susy Affleck-Childs, Planning and Economic Development
18 Coordinator; Stephanie Mercandetti, Community Development Director;
19

20 Conservation Commission: David Travalini, David Blackwell.
21

22 Planning & Economic Development Board: Andy Rodenhiser, Chair; Tom Gay, Jim Wieler, Bob Tucker.
23

24 Water & Sewer Commission: Leo O’Rourke, Chair; Bob Wilson, Chan Rogers.
25

26 Others Present: Gino Carlucci, Planning Board Consultant.
27

28 *****
29

30 At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.
31

32 **Public Comments:** None.
33

34 **Approval – Contract Extension – BSC Group:**

35 *The Board reviewed the following information: (1) Memorandum from Stephanie Mercandetti, Director*
36 *of Community and Economic Development; (2) BSC Contract, Board Approved 12/7/15; and (3)*
37 *Proposed Contract Extension.*
38

39 Present: Stephanie Mercandetti, Director of Community and Economic Development; and Andy
40 Rodenhiser, Chair, Planning and Economic Development Board.
41

42 Ms. Mercandetti stated there are some unfinished pieces of work so the contract needs to be extended.
43 Both Ms. Mercandetti and Mr. Rodenhiser indicated they are satisfied with the work thus far. We have
44 had outreach and visits and have received some waiver requests which represent cost savings. We also
45 do not have to secure appraisals on Town-owned properties. We want to do appropriate community
46 outreach with public forums when people are back from vacation in the fall. This extension simply adds
47 more time to the contract, and there are no other changes.
48

49 Mr. Boynton reported that the contract has been vetted by Town Counsel. Ms. Mercandetti noted that
50 this is just one step in the process before the Urban Renewal Plan is submitted to the State, adding that it
51 must get a favorable vote at Town Meeting. Brief discussion followed.
52

1
2 Responding to a question from Selectman Crowley, Ms. Mercandetti estimated that the project should be
3 completed by November. Mr. Rodenhiser noted that it is a fairly smooth process with a lot of good
4 people working on it. Selectman Crowley asked that someone come in and give the Board an update in
5 September or October.
6

7 **Selectman White moved that the Board execute a contract extension with BSC Group for the**
8 **preparation of an urban renewal plan as presented; Selectman Crowley seconded. No discussion.**
9 **VOTE: 4-0-0.**

10
11 **Approval – Inter-municipal Agreement with Town of Holliston for Health Agent Services:**

12 *The Board reviewed the following information: (1) Memorandum dated August 10, 2016 from the Health*
13 *Director; and (2) Contract.*

14
15 Mr. Boynton clarified that this agreement is designed to assist both communities when their respective
16 staff is away on vacation or otherwise out of the office for an extended period.
17

18 **Selectman D’Innocenzo moved that the Board execute an inter-municipal agreement with the Town**
19 **of Holliston for Health Agent Services, as presented; Selectman White seconded. No discussion.**
20 **VOTE: 4-0-0.**

21
22 **Contract Awards – Friends of Medway Athletics, Coakley Concession Stand:**

23 *The Board reviewed the following information: (1) Letter dated July 22, 2016 from Lynne Sheehan,*
24 *FOMA President; (2) FOMA proposal; and (3) Contract. It is noted that the contract has been sent to*
25 *Town Counsel for review.*

26
27 Mr. Boynton stated that the contract is simple and straightforward. We put out an RFP and several bids
28 came in. This group has been vetted by the Parks and Recreation Commission and it recommends
29 approval.
30

31 **Selectman White moved that the Board award a contract for the operation of the Coakley**
32 **Concession Stand to the Friends of Medway Athletics subject to Town Counsel approval;**
33 **Selectman Crowley seconded. Selectman Crowley asked Mr. Boynton to contact the group**
34 **tomorrow as this process is behind schedule. VOTE: 4-0-0.**

35
36 **Discussion – MS4 Regulations:**

37 *The Board reviewed the following information: (1) PowerPoint presentation entitled “Integrated Water*
38 *Resources Management and Medway”; (2) Spreadsheet displaying Tasks and Timeline.*

39
40 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan and Betsy Frederick,
41 Kleinfelder; Tom Kenney, Deputy Executive Director and Education Manager, New England Water
42 Works Association.
43

44 Chairman Trindade explained that various groups have been invited to this meeting so they know what
45 will be happening and how it may impact some of the things handled by the respective groups. Mr.
46 Boynton added that this initiative has been around for a few years, but the EPA has not closed the
47 window on the removal of the nutrients that have been deposited into the rivers. This is an expensive
48 proposition. We have 200 outfalls in Medway.
49

50 The Town of Medway is joined with a couple dozen other communities on looking into a legal issue
51 regarding compliance and the level of compliance based on definitions of industry standards.

1
2 Tom introduced Ted Kenney, Deputy Executive Director and Education Manager, New England Water
3 Works Association.
4

5 Integrated Water Resources Management

6 Ms. Ryan stated that she will review Integrated Water Resources Management as they relate to the Town
7 of Medway. Medway has been getting ready for the final permit for the past couple of years. She noted
8 that she and Mr. Holder were here on June 20 to present cost projections. The annual cost will be
9 approximately \$475,000 per year for the first five years. We do not, however, have a handle on the
10 ancillary costs of construction, cost of land, and other preparatory measures. The capital costs are
11 unknown. She cautioned that the overall totals could be in the \$10-15 million area. Those lands may be
12 in competition for other uses in the community so it would make those decisions sooner rather than later.
13

14 Selectman Crowley asked the Town Administrator if any of these costs have been built into the FY17
15 budget. Mr. Holder responded that the Department of Public Services has built some into the
16 departmental budget in three areas: Stormwater Operating funds, Grant funds and Integrated Water
17 Resources Management Program (IWRMP) funds.
18

19 Ms. Ryan proceeded to explore how Medway's water resources management can be integrated into the
20 MS4 program as a multitasking endeavor. Utilizing a PowerPoint presentation, she began with a review
21 of integrated planning and fields some questions from the audience on phosphorous levels. Ms. Betsy
22 Frederick, also from Kleinfelder, explained that the number was determined by a formula on water being
23 deposited, coupled with the runoff from wastewater facilities. There is a mechanism in the permit for an
24 appeal if the community believes its phosphorous baseline number is not what it is proclaimed to be.
25 There would have to be an analysis of land use and other factors. It was based on a 2005 study.
26

27 At this time, Mr. Holder explained the Maximum Extent Practicable concept. Mr. O'Rourke asked for a
28 copy of the study. Brief discussion followed during which Mr. Boynton reminded everyone that this is
29 not legislation but regulations handed down from the federal level. Per the terms of the permit we are
30 obligated to fall under, we have to accomplish certain tasks (i.e., identifying outfalls and other factors)
31 and components of the process, and after that point we should be able to determine the test number.
32

33 Selectman Crowley asked if Medway's number is below the required minimum level, do we still have to
34 complete the remaining tasks for millions of dollars. Mr. Frederick responded that the EPA defines
35 particular controls by which the phosphorous can be controlled. Ultimately, the EPA would like
36 communities to get property owners who are contributing to the high phosphorous levels to reduce or
37 eliminate the nutrient before it is discharged into the municipal system. Selectman Crowley expressed
38 concern that the Board of Selectmen needs to have a better handle on what the costs could be. Ms. Ryan
39 clarified that high cost could be a multiple of one's levels, and not necessarily absolute. Mr. Chan
40 Rogers stated that this is like a trial balloon on the Charles River and we will just have to wait and see
41 how it all falls out. Precise answers are not available at this time.
42

43 Brief discussion followed on the Benefits of Integrated Water Resources Planning.
44

45 Timeline & Tasks

46 Ms. Ryan distributed a chart referencing specific tasks and the fiscal quarter in which each task should be
47 addressed and/or accomplished. Development of the Stormwater Management Plan is the first thing in
48 Q3 of FY17, and the Notice of Intent is in Q4 of FY17. She briefly reviewed it, explaining as she went
49 along. She stressed the importance of trying to get ahead on some tasks as doing so will represent cost
50 savings if these things can be rolled into the overall project sooner than outlined. Brief discussion
51 followed on projected costs, noting that this is on top of regular maintenance tasks performed by DPS.

1 Mr. Boynton added that we have to get caught up to what should be in the 2016 level as we are behind on
2 some things. Now that we have a GIS person, some of the mapping may be a little more streamlined.

3
4 Responding to a question from Mr. O'Rourke on the Phosphorous Control Plan, Mr. Ryan stated that it is
5 an estimate even though the costs may vary, based on how each piece of the plan is accomplished. She
6 added that these figures are her recommendations for budgeting purposes and do not necessarily represent
7 actual costs. It was noted that sources of phosphorous are varied, but exhaust from vehicles contributes,
8 making runoff from each roadway also a contributing factor.

9
10 Selectman Crowley noted that he had some questions about budgeting with respect to Enterprise accounts
11 and other funding sources. Mr. Holder responded that those have already been built into the program,
12 based on 2011 figures. Selectman Crowley asked for updated numbers and a breakdown of funds. Mr.
13 Chan Rogers pointed out that the whole purpose was for the EPA to get involved.

14 15 Next Steps

16 Chairman Trindade asked when the Selectmen will need to make some decisions. Mr. Holder responded
17 that he and the Kleinfelder representatives will come back in September or October.

18
19 Chairman Trindade asked if there are things that should be included in rules and regulations that the
20 Planning Board needs to weigh in on, such as zoning bylaws or other things, that should be addressed at
21 Annual Town Meeting. Mr. Holder responded that work has already been done on some things with
22 some staff, and members of those groups have been invited tonight.

23
24 Mr. Gino Carlucci, Planning Board consultant, stated he has been working with the Planning Board. The
25 basic framework is that, for any activity requiring a permit from either the Planning Board or
26 Conservation Commission, the stormwater portion (with respect to design standards) will be handled at
27 that time. Other things will go through the Planning and Economic Development Board.

28
29 Mr. David Blackwell, Conservation Commission, asked that the materials be online before the meeting
30 for the benefit of residents.

31
32 Ms. Ryan clarified that she is not connected with all the tasks already being done so the costs she's
33 prepared may actually be lower if those tasks are near completion.

34
35 Selectman Crowley asked that the DPS secure a phosphorous level right now to see where we stand. He
36 asked whether it was true that we could not apply for the new permit until the old one expires. Ms.
37 Frederick responded that the Town can submit information on land use data indicating that the actual load
38 was inaccurate, but the permit is what it is. There is a rigorous plan, but some of the components are
39 seasonal tasks which would preclude the notion that it could be completed ahead of schedule.

40
41 General discussion followed.

42 43 **Entertainment License Request – Medway Community Farm, August 20, 2016:**

44 *The Board reviewed an Application and Police Chief's Recommendation.*

45
46 **Selectman D'Innocenzo moved that the Board authorize an entertainment license for Medway
47 Community Farms for their event to be held at 55 Winthrop Street on August 20, 2016 subject to
48 Police Chief's Recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**

49 50 **Approval – One-Day Liquor Requests:**

1 *The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead*
2 *events: (1) James Deso, September 10, 2016; (2) Robin Stuart, September 11, 2016; (3) Kathy Cruz,*
3 *September 17, 2016; and (4) Angela Price, September 24, 2016.*

4
5 **Selectman White moved that the Board approve one-day liquor licenses for Jamie Deso, Robin Stuart,**
6 **Kathy Cruz & Angela Price respectively for their events to be held at the Thayer Homestead, subject**
7 **to Police Chief's recommendations and evidence of appropriate insurance coverage; Selectman**
8 **D'Innocenzo seconded. No discussion. VOTE: 4-0-0.**

9
10 **Action Items from Previous Meeting:**

11 *The Board reviewed the Action Item List.*

12
13 Mr. Boynton reported that the cable license renewal process is moving forward. The Ascertainment
14 Hearings for both Comcast and Verizon will be held in September, for both Comcast and Verizon.

15
16 DPS Building Facility Committee will meet sometime after Labor Day to discuss next steps. We need to
17 set up the RFP process for the designer as well as get a professional on board in order to move forward.

18
19 Mr. Boynton reminded the Board that EPFRAC committee will be meeting tomorrow at the Senior Center
20 to discuss the RFP relative to recreational improvements.

21
22 **Approval of Warrants:**

23 *The Board reviewed Warrants 17-8 and 17-7AS.*

24
25 Selectman D'Innocenzo, Clerk, read aloud Warrants 17-8 and 17-7AS, dated 8-18-16, as follows:

26	17-8	Town	Expenses	\$872	,702.40
27					
28	17-7AS		School Payroll		\$ 2,970.77
29			TOTAL		\$875,673.17

30
31 **Selectman White moved that the Board approve the Warrants as read; Selectman Crowley**
32 **seconded. No discussion. VOTE: 4-0-0.**

33
34 **Town Administrator's Report:**

35 Mr. Boynton stated that the Town needs to begin a planning process for some natural resource areas in the
36 community. These range from management to forestation. These areas continue to have trees dying and
37 the reason is unknown. Is it a water issue, a tree issue or the result of beaver dams? At this point, all
38 opinions and suggestions are welcome.

39
40 Regarding the proposed Exelon expansion, the DEP is issuing a draft Air Permit and a public hearing is
41 required. Ms. Stephanie Mercandetti, Community Development Director, is working with the School
42 Department to identify a space for the hearing to take place in late September. The EFSB permit has not
43 yet been issued.

44
45 The funds that Exelon contributed (\$50,000) for emergency preparedness for improving emergency
46 power supply have been used to upgrade the electrical power connection at the high school. This will be
47 powerful enough to support a large emergency power trailer.

48
49 In conclusion, Mr. Boynton reminded the Board that the Town Administrator contract expires at the end
50 of this fiscal year.

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Selectmen's Reports:

There were no reports.

**At 8:45 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.
VOTE: 4-0-0.**

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

DRAFT

AGENDA

ITEM #13

Town Administrator's Report

AGENDA

ITEM #14

Selectmen's Reports