

## **Board of Selectmen**

*John A. Foresto, Chair*

*Maryjane White, Vice-Chair*

*Richard A. D'Innocenzo, Clerk*

*Dennis P. Crowley*

*Glenn D. Trindade*



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**February 16, 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. Appointments – Agricultural Committee
  - a. Margaret Perkins
  - b. Paul Atwood
  - c. Bruce Hamblin
2. Appointment – Medway Pride Committee – Andrea Crow
3. Appointment – Board of Election Registrars - Judith L. Lane
4. Approval – Agreement to Provide HVAC Work at Library – Ace Temperature Control, Inc. - \$12,500
5. Approval – Agreement for Land Management Plan – The Conway School - \$6,500
6. Review and Approval – May 9 Special and Annual Town Meeting Warrants
7. Approval – One-Day Liquor License Applications
  - a. Jennifer Smith – Thayer Homestead – April 9, 2016
  - b. Lisa Velluti – Thayer Homestead – May 1, 2016
  - c. Laurie Paradis – Thayer Homestead – May 14, 2016
  - d. Ryan Waterman – Thayer Homestead – May 14, 2016
8. Action Items from Previous Meeting
9. Approval of Warrants
10. Approval of Minutes
11. Town Administrator's Report
12. Selectmen's Reports

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

13. Executive Session – Exemptions 3 and 6: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares [Exelon]; and to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body [6 Industrial Park Road].

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Upcoming Meetings, Agenda and Reminders

March 7, 2016 ---- Regular Meeting

March 21, 2016 ---- Regular Meeting

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

# AGENDA

## ITEM #1

### Appointments – Agricultural Committee -

- a. Margaret Perkins
- b. Paul Atwood
- c. Bruce Hamblin

### **Associated backup materials attached:**

- Margaret Perkins' letter of interest and resume
- Paul Atwood's letter of interest and resume

(No associated materials received from Bruce Hamblin)

NOTE: The Board should decide the term length for each applicant: 1 year, 2 year & 3 year.

**Proposed motion:** I move that the Board approve the appointment of Margaret Perkins, Paul Atwood, and Bruce Hamblin to the Agricultural Committee for staggered terms.

5 Delmar Rd  
Medway, MA 02053

Board of Selectmen  
155 Village Street  
Medway, MA 02053

I would like to apply for a position on the Medway Agricultural Commission. Although I am not currently farming, I farmed from 1984 until 2001, raising sheep, cows, goats, and poultry. We dairy farmed in Pennsylvania for a couple of years in the 90's, so I have experience in farming as an occupation. I have a master's degree in wildlife biology, and worked for thirteen years as a programmer for the EPA, primarily in the area of air pollution monitoring.

Preserving farmland and supporting agriculture are very important to me, and I would welcome the opportunity to join the Medway Agricultural Commission.

Sincerely yours,

A handwritten signature in cursive script that reads "Margaret Y. Perkins". The signature is written in black ink and is positioned above the printed name.

Margaret Y. Perkins

**Margaret Y. Perkins**  
5 Delmar Road, Medway, MA 02053

## WORK HISTORY

- 2008-present*                      *Director (2013-present), Acting Director (2011-2013), Assistant Director (2008-2013), Medway Public Library*
- Administer budget, pay bills, approve time sheets, and maintain leave records
  - Work with Trustees to develop annual budget, and present budget to Town officials
  - Prepare budget, activity, and annual state reports
  - Plan and promote programming for adults, children, and families
  - Coordinate with Department of Public Services to plan facility improvements and repairs
  - Make policy recommendations to Library Board of Trustees
  - Hire, supervise and schedule staff
  - Work with patrons and organizations to provide services which meet the needs of the community
  - Manage library technology and train staff and patrons in the use of new hardware and software
  - Select books and audiovisual materials
  - Applied for and received programming and materials Library Services and Technology Act STEM grant administered by Massachusetts Board of Library Commissioners
  - Negotiated with database vendors to obtain discounted pricing through joint purchases with Holliston Public Library
- 2001-2013*                      *Head of Reference & Technology Coordinator, Holliston Public Library*
- Manage library technology and provides user support and training to staff and patrons
  - Provide reference and readers' advisory services to adult and young adult patrons
  - Develop adult reference collection and administer reference budget
  - Served on Long Range Planning Committee in 2005 & 2010
  - Maintained and enhanced library web site
- 2006-2008*                      *Consultant, Medway Public Library*
- Administered materials budget and selected all adult and children's books and audiovisual materials
- 1999-2001*                      *Software Quality Assurance Tester, Vericode, Inc.*
- Tested web sites and multimedia applications on Windows and Macintosh platforms
  - Developed project tracking database in ACCESS
- 1993-1995*                      *Co-owner, Dairy Farm, Cochran, Pennsylvania*
- Co-owned and managed a 150 acre family dairy farm
  - Milked 30 cow herd, and managed herd health and breeding
  - Managed farm accounts and prepared federal and state farm taxes
- 1993-1995*                      *Director of Learning Center and Adjunct Instructor of Computer Science and Mathematics, University of Pittsburgh at Titusville*
- Managed Learning Center
  - Hired, trained, supervised and scheduled student tutors
  - Taught Computer Literacy and Beginning Algebra, and tutored computer science, mathematics, and biology

## *Margaret Y. Perkins*

1980-1993

*Computer Programmer/Analyst, U.S. Environmental Protection Agency*

- Provided user support to regional and state programmers and end users of PC and mainframe software
- Reviewed software specifications and hardware purchases for state agency and EPA regional and national systems
- Analyzed user requirements and prepared system specifications and designs for database applications
- Served as regional database administrator for air quality and enforcement systems

### AGRICULTURAL & VOLUNTEER ACTIVITIES

- Raised sheep, goats, cows, and poultry on small farm (1984-1993, 1995-2001)
- 4-H Volunteer (1987-1993, 2000-present)
- Medway Garden Club (2014-present)
- Blackstone River Valley National Heritage Corridor Volunteer (1998-2001)

### EDUCATION

MLS, Southern Connecticut State University

MS in Wildlife Biology, Colorado State University

BS in Biology and Psychology, *summa cum laude*, Tufts University

### PROFESSIONAL COMMITTEE LEADERSHIP

Minuteman Library Network: Board of Directors 2012-2015, Vice President/President 2013-2015

Minuteman Library Network: Chair, Technology Interest Group 2010-2011

New England Library Association: Chair, Information Technology Section 2009-2010

American Library Association: Co-Chair, MARS Best Free Web Site Committee 2006-2008

Minuteman Library Network: Chair, Internet Committee 2003-2005

### PUBLICATIONS

Langan, J., Perkins, M. Y., Co-Chairs, Allen, K. L., Bloom, V., Boykin, A. W., Dunham, C. S., & Geck, C. E. (Fall 2008). Best Free Reference Web Sites: tenth annual list. (FROM COMMITTEES OF RUSA). *Reference & User Services Quarterly*, 48, 1. p. 35(6).

Langan, J., Perkins, M. Y., Co-Chairs, Cobine, C. J., Dunham, C. S., Geck, C. E., & Meszaros, R. (Fall 2007). Best Free Reference Web Sites: ninth annual list. (FROM COMMITTEES OF RUSA). *Reference & User Services Quarterly*, 47, 1. p. 36(6).

Perkins, M. Y., & Perkins, S. S. (1984). *Calms processor (CALMPRO) user's guide*. Springfield, VA: National Technical Information Service.

**Paul Atwood**

148 Lovering Street  
Medway, MA 02053

► **Town of Medway, Board of Selectmen**  
**155 Village Street**  
**Medway, MA 02053**

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**Greetings,**

This letter and the attached resume are forwarded to you so that I might be considered for a position on the Medway Agricultural Commission. I am interested in improving Medway's agricultural environment and supporting the goals of the Agricultural Commission.

My wife and I have been stewards of our farm for over thirty years and have recently become more active by raising blueberries and leasing land to and volunteering at the Medway Community Farm. We have seen how the Community Farm has acted as a catalyst for community involvement and education and I'm eager to keep that spirit of participation growing.

Sincerely,



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**Paul Atwood**  
Chicken Brook Farm  
2/8/2016

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Resume

February 8, 2016

Paul B. Atwood

148 Lovering Street

Medway, MA 02053

Medway resident since 1979

Graduated from Holliston High School, 1967

U.S. Army veteran

Two years active service-1971-1973

Honorable discharge 1977

University of Massachusetts

Bachelor of science degree Civil Engineering, , Amherst, 1976

Land Surveyor

Drake Associates, Framingham 1976-1979

Guerriere & Halnon, Inc, Milford, Franklin, Whitinsville 1979-2014 (retired)

Professional Land Surveyor 1992-present

Upper Charles Conservation Land Trust, Inc.

Member of Board of Directors 2014-present

Medway Community Farm

Leaseholder for two acres of cropland 2014-present

Volunteer 2014-present

Chicken Brook Farm (quarter acre blueberry farm)

Co-owner/farmer 2006-present



# **AGENDA**

## **ITEM #2**

### **Appointment – Medway Pride Day Committee – Andrea Crow**

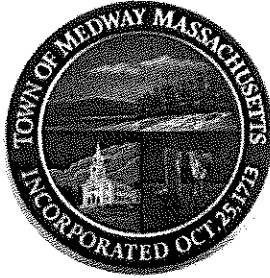
#### **Associated back up materials attached:**

- Committee Volunteer Form from Andrea Crow

**Proposed motion:** I move that the board approve the appointment of Andrea Crow to the Medway Pride Day Committee for a one year term.

**Board of Selectmen**

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



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**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

Town government needs citizens who are willing to give their time in the service of their community. The Medway Board of Selectmen welcomes your interest in serving on a committee.

Thank you for volunteering!

DATE: Jan 27<sup>th</sup> 2016

NAME: Andrea Crow

ADDRESS: [Redacted]  
TELEPHONE NUMBER: [Redacted]  
E-MAIL: [Redacted]

OCCUPATION: Chef at Medway VFW

BACKGROUND/EXPERIENCE: Fundraising for WF Football RT, Women Pro Football League, Medway VFW Post, Medway Pride Committee

COMMITTEES OF INTEREST: Medway Pride Committee

OTHER: \_\_\_\_\_

# **AGENDA**

## **ITEM #3**

### **Appointment – Judith L. Lane – Board of Election Registrars**

#### **Associated back up material attached:**

- Letter from Democratic Town Committee

**Proposed motion:** I move that the Board appoint Judith L. Lane to the Board of Registrars for a term ending March 31, 2018.

**Medway Democratic Town Committee**

**To: Mr. Michael Boynton  
Town Administrator**  
**From: Robert D. Ferrari,  
Immediate Past Chair, MDTC**  
**Date: February 2, 2016**  
**Re: Recommendation of Ms. Judith L. Lane for Appointment to the Board of Election  
Registrars**

**Please be advised that the members of the MDTC unanimously recommend Mrs. Judith L. Lane, 27 Holliston Street, for appointment by the Board of Selectmen to serve on the Board of Election Registrars representing the Democrat Party. Mrs. Lane is an outstanding civic-minded individual who has worked with the Town Clerk in the last several election cycles.**

**Thank you.**

# AGENDA

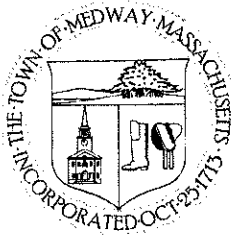
## ITEM #4

**Approval – Agreement to provide  
HVAC work at Library – Ace  
Temperature Control, Inc. - \$12,500**

**Associated backup materials attached:**

- Memo from Tom Holder
- Bid results
- Contract

**Proposed motion:** I move that the Board execute a contract with Ace Temperature Control Inc. for HVAC work to be done in the maker space at the library in an amount not to exceed \$12,500.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
From: Thomas Holder, Director | Department of Public Services  
Date: February 16, 2016  
**RE: Library Maker Space – HVAC Contract for Ace Temperature Control**

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Please find attached three (3) copies of a contract for **Ace Temperature Control for Library Maker Space HVAC.**

Supply and Install New HVAC duct work and A/C unit for Maker Space Basement Renovation

This was approved at 2015 Fall Town Meeting - Article 12 for Library Maker Space

**Bid opening results.**

Ace Temperature	\$12,500
Tom Fricker Heating	\$17,240
Performance Plumbing	\$17,112

We greatly appreciate your consideration of this issue.



## **Exhibit A**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT for HVAC Services, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto for by and between **Ace Temperature Control, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at **30 Ward Street, Worcester, MA** (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

#### **ARTICLE 1: CONTRACT DOCUMENTS**

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

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

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

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide **HVAC Work at Medway Library Maker Space** as more fully described in the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 3: TERMS OF AGREEMENT**

- (a) The work to be performed under this Agreement shall be commenced within 10 calendar days after the TOWN issues a written Notice to Proceed to the CONTRACTOR, and shall be entirely completed within 45 calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the



TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

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

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$12,500.00 [twelve thousand, five hundred dollars]** as:

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

#### **ARTICLE 5: PAYMENT**

- (a) One final payment of the entire work release amount forty-five days after receipt by the TOWN as stamped in by the appropriate TOWN office, of an invoice, provided the work be then fully completed or the goods and supplies delivered and the scope of work under the work release is fully performed.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

#### **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the

TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

#### **ARTICLE 7: TERMINATION**

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

#### **ARTICLE 8: NOTICE**

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

**Town of Medway:**

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

**Contractor:**

Donald Joslyn  
President  
Ace Temperature Control, Inc  
30 Ward Street, Worcester, MA

## ARTICLE 9. INSURANCE

- a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. **The Contractor shall provide a copy of additional insured endorsement for all policies that require the Town to be listed as an additional insured**
- b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract.
- d) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

## ARTICLE 10: SUBCONTRACTING OF WORK

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

## **ARTICLE 11: MATERIALS AND WORKMANSHIP**

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

## **ARTICLE 12: GUARANTEE OF WORK**

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

## **ARTICLE 13: GOVERNING LAW**

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

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

## **ARTICLE 14: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

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

## **ARTICLE 15: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

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

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

## **ARTICLE 16: PREVAILING WAGE RATES**

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

## **ARTICLE 17: CORPORATE CONTRACTOR**

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

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

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

CONTRACTOR: Ace Temperature Control Inc. TOWN OF MEDWAY  
By its Board of Selectmen

By: *Donald J. [Signature]* \_\_\_\_\_

Title: President \_\_\_\_\_

Corporate Seal:

DATE SIGNED \_\_\_\_\_

*Tom Holder* 2.1.16  
Thomas Holder - Director  
Department of Public Service

Approved As To Form

*Carol Peet*  
Town Accountant  
Dated: 2/10/16

*[Signature]*  
Town Counsel  
Dated: 2-3-16

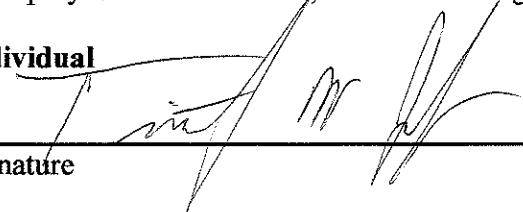
Funding Source:

Account: Maker Space 0261001 - 5383

## CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

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


**Individual**

  
\_\_\_\_\_  
Signature Date 1-25-16

Timothy W Joslyn 014-56-9240  
\_\_\_\_\_  
Name (please print or type) Social Security Number

**Corporate**

Ace Temperature Control Inc  
\_\_\_\_\_  
Corporate Name (please print or type)

 Treasurer 1-25-16  
\_\_\_\_\_  
Signature of Corporate Officer Date

Timothy W Joslyn Treasurer  
\_\_\_\_\_  
Name of Corporate Officer (please print or type) Title

04-2459653  
\_\_\_\_\_  
Taxpayer Identification Number

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

**CERTIFICATE AS TO CORPORATE BIDDER**

I Timothy W Joslyn

Certify that I am Treasurer of the

Corporation named as Bidder in the within Bid Form that Donald J Joslyn Jr

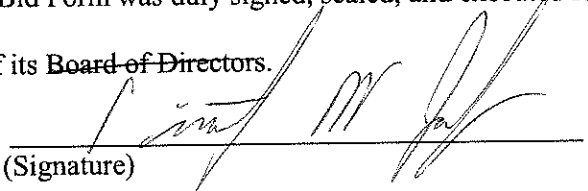
who signed said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its ~~Board of Directors~~.

(Corporate Seal)

  
(Signature)

Treasurer  
(Title)

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



CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Ace Temperature Control held on 1-20-16 it  
(Name of Corporation) (Date)

was voted that:

Donald J Joslyn Jr President  
(Name) (Officer)

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

Shall be valid and binding upon this company.

A true copy,

ATTEST: Timothy W Joslyn  
TITLE: Treasurer

PLACE OF BUSINESS: 30 Ward St  
Worcester MA 01610

DATE OF THIS CONTRACT: 1-25-16

I hereby certify that I am the clerk of the Ace Temperature Control Inc  
(Name of Corporation)

And that Donald J Joslyn Jr is duly elected President  
(NAME) (POSITION)

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

[Signature] [Signature] Treasurer  
(CLERK)

CORPORATE SEAL:



Town of Medway, Massachusetts 02053

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

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

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

*[Handwritten Signature]* Treasurer  
\_\_\_\_\_  
Signature of individual submitting bid or proposal

*Acc Temperature Control Inc*  
\_\_\_\_\_  
Name of Business (please type or print)

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Herlihy Insurance Group Inc. 51 Pullman Street Worcester, MA 01606 508 756-5159	<b>CONTACT NAME:</b> Pat Boss
	<b>PHONE (A/C, No, Ext):</b> 508 756-5159 <b>FAX (A/C, No):</b> 508-751-5747
	<b>E-MAIL ADDRESS:</b> certificates@herlihygroup.com
	<b>PRODUCER CUSTOMER ID #:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
<b>INSURED</b> Ace Temperature Control Inc. 30 Ward Street Worcester, MA 01610	<b>INSURER A:</b> UTICA NATIONAL INSURANCE GROUP
	<b>INSURER B:</b> The Hartford
	<b>INSURER C:</b> Hanover Insurance
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	CPP4879087	06/21/2015	06/21/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	AWNA663843	06/21/2015	06/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	CULP4879088	06/21/2015	06/21/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECCQ7619	06/21/2015	06/21/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is listed as an additional insured with respect to general liability per form # 8E2639 ED 11/2000 as required in a written contract for ongoing operations and completed operations per form # (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Town of Medway 155 Village Street Medway, MA 02053	<b>CANCELLATION</b> 30 Days for Non-Payment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## DESCRIPTIONS (Continued from Page 1)

CG2037 Ed 04/13 performed by the named insured on a primary and non contributory basis. Waiver of subrogation is included per form # CG2404 Ed 05/09. The Umbrella policy follows form. Commercial automobile policy includes additional insured as required in a written contract for work performed by the insured. Per form # 461-0478 Ed 12/12. Waiver of subrogation is also included per form # 461-0162 Ed 09/98.

Town of Medway are additional insured with respect to general liability as required in a written contract for work performed by the insured.

# AGENDA

## ITEM #5

### Approval – Agreement for Land Management Plan – The Conway School - \$6,500

#### **Associated backup materials attached:**

- Contract
- Scope of services

**Proposed motion:** I move that the Board execute a contract with The Conway School for a land management plan in an amount not to exceed \$6,500 conditioned upon the approvals of both the Town Accountant and Town Counsel.

## TOWN OF MEDWAY, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this 16th day of February, 2016 by and between the TOWN of MEDWAY, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 155 Village Street, Medway, Massachusetts, hereinafter referred to as the "TOWN", and The Conway School, [a non-profit educational institution] having a usual place of business at 332 S. Deerfield Road, PO Box 179, Conway, MA 01341, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

WHEREAS, the TOWN invited the submission of a proposal from The Conway School for the purchase and delivery of a Land Management Plan for Adams Street Management Areas and adjacent parcels owned by the Town of Medway, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and Scope of Services (attached). The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of completion of the Adam Street Management Area Land Management Plan as described within the Scope of Work and includes two stakeholders meetings to be held by students of The Conway School.
3. TERM OF CONTRACT. This Agreement shall be in effect from February 16, 2016 and shall expire on May 1, 2016, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$6,500.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such



termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

TOWN OF \_\_\_\_\_, MA

By its: \_\_\_\_\_

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

CONTRACTOR:

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

## SCOPE OF SERVICES FOR THE CONWAY SCHOOL

*The Conway School team agrees to provide the following:*

1. Review and analyze existing natural resource data
  - a. Existing data and surveys
    - i. Land use
    - ii. Soils
    - iii. Vegetation
    - iv. Topography
    - v. Rare species
    - vi. Wetlands and potential vernal pools
  - b. MassGIS and other existing documentation
  - c. BioMap2 to identify Core Habitat and Critical Natural Landscapes within the Town of Medway
2. Explore management options for the meadow and wetland portion of the conservation area and recommend ways to maximize habitat values including:
  - a. Maintenance regime
  - b. Promoting native grasses and other appropriate forbs
3. Prepare management recommendations to assess and control invasive species
  - a. Review existing resources of invasive plant surveys from the Open Space Committee
  - b. Provide recommendations on best management practices to control and/or remove populations of non-native, invasive plant species.
4. Explore possibility for forestry stewardship within the conservation area
5. Assess trail networks and explore realignment options
  - a. Design, construction, and maintenance concepts and considerations
  - b. Recommendations for wayfinding and signs
  - c. User amenity assessments, i.e., trash receptacles, benches, lighting
6. Assess visitor access to the trail system and other existing recreational amenities within the study area and make recommendations for improvements as needed.
7. Identify areas that could support a parking area and passive recreation uses, including wildlife viewing areas and pavilions for attracting the public to sit.

*The Town of Medway (Bridget Graziano) agrees to provide the following:*

1. Provide information including GIS mapping, conservation plans, historic information, and other relevant data as needed.
2. Consult with the students via telephone, email, and in person.
3. Act as primary contact between the students and town representatives
4. Compile a contact list of likely stakeholders
5. Invite attendees and provide a location for two community meetings
6. Attend the students' formal presentation at the Conway School in Easthampton, MA
7. Offer timely feedback on the final report
8. Distribute the final report to the appropriate recipients.

# **AGENDA**

## **ITEM #6**

### **Review and Approval – May 9 Special and Annual Town Meeting Warrants**

#### **Associated backup materials attached:**

- Special Town Meeting Warrant
- Annual Town Meeting Warrant

NOTE: Board to vote recommendations at March 7<sup>th</sup> meeting.  
Annual Town Meeting Warrant being reviewed by Town Counsel.

**Proposed motion:** I move that the Board approve the articles in the Special and Annual Town Meeting Warrants as presented.

**TOWN OF MEDWAY  
WARRANT FOR MAY 9, 2016  
SPECIAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 9, 2016** at 7:00 PM, then and there to act on the following articles:

**ARTICLE 1:** (Free Cash Transfer: Snow and Ice Deficit)  
To see if the Town will vote to appropriate the sum of \$400,000 from Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2015 appropriation deficit; or act in any manner relating thereto.

**DEPARTMENT OF PUBLIC SERVICES**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:** Approve

**ARTICLE 2:** (Solid Waste Retained Earnings Transfer: Waste Loader Repair)  
To see if the Town will vote to transfer to the Solid Waste Fiscal Year 2016 Equipment Repairs Account the sum of \$17,000 from Fiscal Year 2015 Enterprise Fund Retained Earnings to repair the solid waste loader, or act in any manner relating thereto.

**DEPARTMENT OF PUBLIC SERVICES**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Extend Expenditure Deadline –May 2015 Special Town Meeting Article 9 – Shaw Street Bridge Repair)  
To see if the Town will vote to extend the expenditure deadline for the following appropriation made by the May 2014 Annual Town Meeting and extended at the May 11, 2015 Special Town Meeting:

Article 9	Shaw Street Bridge Repair
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Said appropriations to be expended by June 30, 2018 with unexpended funds as of June 30, 2018 being returned to the General Fund, or act in any manner relating thereto.

**DEPARTMENT OF PUBLIC SERVICES**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Transfers to Electricity Accounts)

To see if the Town will vote to transfer the sum of \$x from the FY2016 Other Insurance budget, \$x from the FY2016 Unemployment budget and \$x from the FY2016 Health Insurance budget to the DPS Street Light Account, the Water Enterprise Electricity account and the High School, Middle School, Burke/Memorial and McGovern Schools electricity accounts, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Transfer to Revaluation Account)

To see if the Town will vote to transfer the sum of \$10,000 from the Fiscal Year 2016 Assessors' Department Budget Professional/Technical Account to the Assessors' Revaluation Article, or act in any manner relating thereto.

**ASSESSING DEPARTMENT**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Prior Year Bills)

To see if the Town will vote to transfer from the Police Department's Fiscal Year 2016 X account the sum of \$1,900 for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

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

Given under our hands in Medway, this 14<sup>th</sup> day of April 2015.

**A TRUE COPY:**

**SELECTMEN OF THE TOWN OF MEDWAY**

\_\_\_\_\_  
Dennis Crowley, Chairman

\_\_\_\_\_  
John Foresto, Vice Chairman

\_\_\_\_\_  
Richard D’Innocenzo, Clerk

\_\_\_\_\_  
Glenn Trindade, Member

\_\_\_\_\_  
Maryjane White, Member

**ATTEST:** \_\_\_\_\_  
Paul Trufant, Constable

**TOWN OF MEDWAY**  
**WARRANT FOR MAY 9, 2016**  
**ANNUAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street, on Monday, May 9, 2016** at 7:30 PM, then and there to act on the following articles:

**ARTICLE 1:** (ESCO Stabilization Reserve Transfer)

To see if the Town will vote to transfer the sum of \$38,546 from the ESCO Stabilization Fund to the Fiscal Year 2017 Debt Service expense account for the purpose of funding ESCO related debt service, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 2:** (Appropriation: FY17 Operating Budget)

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town, provide for a Reserve Fund, and determine what sums of money the Town will raise and appropriate, including appropriation from available funds, to defray charges and expenses of the Town including debt and interest, for the Fiscal Year ending June 30, 2017, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Appropriation: FY17 Water Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,495,248 for the maintenance of the Water Department Enterprise Fund as follows, or to act in any manner relating thereto:



Direct Costs

	Amount
Salaries	\$ 647,208
Expenses	554,760
Debt	1,020,919
<b>Direct Costs Total</b>	<b>\$2,222,887</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$272,361 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$272,361
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<b>Total</b>	<b>\$2,495,248</b>
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$2,445,721
Retained Earnings	49,527
<b>Total</b>	<b>\$2,495,248</b>

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Appropriation: FY17 Sewer Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,644,064 for the maintenance of the Sewer Department Enterprise Fund as follows, or to act in any manner relating thereto:

Direct Costs

	Amount
Salaries	\$ 224,924
Expenses	1,041,967
Debt	278,398
<b>Direct Costs Total</b>	<b>\$1,545,289</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$98,775 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$98,775
-----------------------------	----------

<b>Total</b>	<b>\$1,644,064</b>
--------------	--------------------

And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$1,627,078
Sewer Betterment Stabilization	16,986
<b>Total</b>	<b>\$1,644,064</b>

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Appropriation: FY17 Solid Waste Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of \$1,612,656 to operate the Solid Waste/Recycling Department Enterprise Fund as follows, or to act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 331,679
Expenses	1,113,620
Debt	42,188
<b>Direct Costs Total</b>	<b>\$1,487,487</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$125,169 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$125,169
-----------------------------	-----------

<b>Total</b>	<b>\$1,612,656</b>
--------------	--------------------

And further that the above listed appropriations be funded as follows:

Trash Recycling Fees/Bag Revenues	\$1,484,695
Solid Waste Retained Earnings	127,961
<b>Total</b>	<b>\$1,612,656</b>

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Appropriation: FY17 Ambulance Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$759,464 to operate the Ambulance Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$412,173
Expenses	185,012
Debt	33,300
<b>Direct Costs Total</b>	<b>\$630,485</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$128,979 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$128,979</b>
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<b>Total</b>	<b>\$759,464</b>
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And further that the above listed appropriations be funded as follows:

General Fund Appropriation	\$150,000
Ambulance Retained Earnings	73,464
Insurance and Fees for Service	536,000
<b>Total</b>	<b>\$759,464</b>

**FIRE DEPARTMENT**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:** (Free Cash Appropriation: Capital Items)

To see if the Town will vote to appropriate the sum of \$X from Certified Free Cash for the purpose of funding the following capital items, including associated engineering, personnel, maintenance and legal service costs; said appropriations to be expended by June 30, 2017, with unexpended funds as of June 30, 2016 being returned to the General Fund, or act in any manner relating thereto:

<b>Project</b>	<b>Department</b>	<b>Cost</b>
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Various Road/Sidewalk Improvements	DPS/HWY	\$750,000
Medium Duty Dump Truck (replacement)	DPS/HWY	70,000
Boom Mower for Holder	DPS/HWY	20,000
Medium Duty Dump Truck	DPS/PARKS	70,000
Pickup Truck (replacement)	DPS/PARKS	58,000
Leaf Box Vacuum (replacement)	DPS/PARKS	57,000
Voting Booths	ELECTIONS	10,000
Hazard Mitigation Plan	EMERG. MGMT.	16,000
Bucket Truck (replacement)	FIRE/DPS	90,000
Refurbish Engine 2	FIRE	170,000
Technology Replacements	IS	100,000
Defibrillators	POLICE	13,125
Radar Units (replacement)	POLICE	12,000
System-wide Security Cameras	SCHOOLS	277,000
High School Tennis Court Repairs	SCHOOLS	40,000
Repair Senior Center Door System	COA	12,000
<b>Free Cash Total</b>		<b>\$</b>

**CAPITAL IMPROVEMENT  
PLANNING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:** (Water Enterprise - Equipment)

To see if the Town will vote to transfer from Fiscal Year 2015 Water Enterprise Retained Earnings the sum of \$163,000 for Fiscal Year 2017 from the Water Enterprise Fund for the purpose of funding the purchase of the following capital items, or act in any manner relating thereto:

<b>Project</b>	<b>Department</b>	<b>Cost</b>
Pickup Truck (replacement)	WATER	\$ 38,000
Dump Truck (replacement)	WATER	125,000
<b>Total</b>		<b>\$163,000</b>

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:** (Replacement Ambulance)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$260,000 for the purpose of funding the purchase of an Ambulance, or act in any manner relating thereto.

**FIRE/EMS DEPTS.**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (Borrowing: Board of Health Water Pollution Abatement Projects)

To see if the Town will vote to borrow the sum of \$200,000 for the purpose of financing the following water pollution abatement facility projects: to repair, replace and/or upgrade residential septic systems, or residential connections to existing municipal sewer, pursuant to agreements with the Board of Health and residential property owners, including, without limitation, all costs thereof as defined in Section 1 of Chapter 29C of the General By-laws, and that to meet this appropriation, the Town Treasurer, with the approval of the Board of Selectmen, be authorized to borrow \$200,000 under General Laws Chapter 29C and/or Chapter 44, section 7 of the Massachusetts General Laws, or any other enabling law, or to act in any manner relating thereto.

**BOARD OF HEALTH**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:** (Approval: Exelon PILOT)

To see if the Town will vote to authorize the Board of Selectmen to execute the negotiated Payment In Lieu of Taxes (PILOT) agreement with Exelon West Medway, LLC and/or Exelon West Medway II, LLC (Exelon) for the new generation facilities proposed to be constructed and installed at Exelon's existing West Medway Generating Site on Summer Street, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 12:** (Fiscal Stability Transfer – Security Improvements at Elementary Schools)

To see if the Town will vote to transfer from the Fiscal Stability Fund the sum of \$521,000 to fund security improvements at the Burke-Memorial Elementary School and the McGovern Elementary School, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 13:** (Appropriation: Medway Day)

To see if the Town will vote to raise and appropriate the sum of \$9,500 for Medway Day, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 14:** (Fund OPEB Trust)

To see if the Town will vote to raise and appropriate the sum of \$100,000 to the Town of Medway Other Post-Employment Benefits (OPEB) Trust account, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 15:** (Revolving Accounts: Annual Authorization)

To see if the Town will vote to authorize the following revolving funds pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws for Fiscal Year 2017 as follows:

<b>FUND</b>	<b>REVENUE SOURCE</b>	<b>AUTHORITY TO SPEND</b>	<b>USE OF FUND</b>	<b>SPENDING LIMIT</b>
Parks and Recreation	Permit Fees	Board of Parks Commissioners	Self-supporting recreation and parks services	\$150,000
Council on Aging	Donations/fees paid by riders and GATRA reimbursement	Council on Aging	Pay for dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$114,000
Library Printer/Copier/Fax	Public printer use and copier and fax machine revenues	Board of Library Trustees	Printer, copier and fax machine expenses.	\$3,000
Library Meeting Room	Meeting room use fees	Board of Library Trustees	Meeting room maintenance, repairs and upgrades	\$1,000
Thayer Homestead	Facility use fees	Town Administrator	Partial self-support of property	\$50,000

**BOARD OF SELECTMEN  
(For the Various Departments Indicated)**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 16:** (Appropriation: Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2017 Community Preservation budget and to appropriate, or reserve for later appropriations, monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the transfer to the Affordable Housing Trust, the undertaking of community preservation projects and all other necessary and proper expenses for the Fiscal Year 2017, as follows:

Appropriation

	Amount
CPC Administrative Expenses	
CPC Salaries	
Long Term Debt – Principal	
Long Term Debt – Interest	
<b>Subtotal</b>	
Affordable Housing Trust Administrative Expenses	
Design Development of Amphitheatre	
<b>Direct Costs Total</b>	\$

Reserves

	<u>10% of Estimated Fund Revenues</u>
Open Space	
Community Housing	
Historical Preservation	

Or act in any manner relating thereto.

**COMMUNITY PRESERVATION COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 17:** (Purchase Easement)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple or other interest in all or a portion of the parcel of land located at **X**, Medway, Norfolk County, MA, identified on the Town of Medway Assessors Map as **X**, containing **X** acres more or less, as shown on the map

filed with the Town Clerk, which land is now owned by X, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be used for purposes allowed by the so-called Community Preservation Act, Massachusetts General Laws Chapter 44B, to be under the management and control of said Board of Selectmen, and further, to see if the Town will vote to:

a) appropriate the sum of \$X to pay costs of purchasing the property and \$X for the payment of all other costs incidental and related thereto, and to determine whether this appropriation shall be raised by taxation, transfer from available funds, including amounts in the Community Preservation Fund, borrowing or otherwise provided;

b) authorize the Board of Selectmen to convey a permanent deed restriction with respect to this property in accordance with General Laws Chapter 44B, Section 12 and General Laws Chapter 184, Sections 31-33; and

c) authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 18:** (CPA Funds: Medway Link Trail)

To see if the Town will vote to transfer from Community Preservation Open Space Reserve funds the sum of \$350,000 for the purpose of funding the design, engineering and construction of the Medway Link Trail, or act in any manner relating thereto.

**OPEN SPACE COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 19:** (CPA Funds: Historical Document Preservation)

To see if the Town will vote to transfer from Community Preservation Historical Reserve funds the sum of \$28,493 to the Historical Commission for the purpose of funding the preservation of historical documents, or act in any manner relating thereto.

**HISTORICAL COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**



**ARTICLE 20:** (Easement Acceptances: Neelon Lane and Charles View Lane)

To see if the Town will vote to accept:

**A Perpetual Easement** for public access and maintenance by the Town of Medway on and over the extension of Neelon Lane, shown as “Access and Maintenance Easement (6,863 S.F.)” on a plan of land entitled, ‘Definitive Plan “Charles River Village” Open Space Residential Development (OSRD) in Medway, Massachusetts Date: November 20, 2012 Revise Dates: February 15, 2013, and May 30, 2013 prepared by O’Driscoll Land Surveying Co.’, recorded with the Norfolk County Registry of Deeds in Plan Book 624, Page 5, for all purposes for which public ways may be used in the Town of Medway, in common with others entitled thereto; and

**A Non-Exclusive Perpetual Access Easement** on and over the Proposed Public Access Trail extending from Neelon Lane and Charles View Lane, for purposes of accessing Open Space Parcel “B” (Parcel 70-002-0100 on Medway Assessor’s maps) as shown on said plan.

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 21:** (Amend General Bylaw – Hunting on Town Land)

To see if the Town will vote to amend Medway General By-Laws Section 12.20 (a) by replacing the text in said section in the entirety with the following:

- (a) No person shall fire or discharge any firearm within the limits of any school, park, playground, or other **Town and/or** private property, or hunt or fire or discharge any firearm on private property without written consent of the owner or legal occupant thereof, **or in the case of Town property from the Chief of Police.**

Or to act in any manner relating thereto.

**OPEN SPACE COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 22:** (Amend General Bylaws: Design Review Committee)

To see if the Town of Medway will vote to amend the Medway General Bylaws, Section 2.15 Design Review Committee as follows. Items to be deleted are noted with a ~~strike through~~. Items to be added are noted in **bold text**.

Section 2.15 – Design Review Committee

(a) **Establishment** - There shall be a Design Review Committee (**DRC**) consisting of at least five (5) **and up to seven (7) voting** members who reside in Medway who shall be sworn to the faithful performance of their duties. **The DRC may also have up to three (3) non-voting advisors who reside and/or work in Medway.**

(b) **Mission** - To serve the people of Medway in a capacity that openly, creatively and appropriately addresses issues of site, building and sign design for private and public development. The DRC is tasked with serving as an advocate to preserve and enhance Medway's natural, scenic and aesthetic qualities and to achieve the pleasing composition of places within the context of the *Medway Master Plan* and its overall goal of maintaining Medway's traditional New England village feel and appearance. The DRC works with the broad intention of maintaining and/or improving the quality of life of Medway's citizens, the value of property and the viability of commerce through the use of thoughtful and community-appropriate design and development practices as represented by the *Medway Design Review Guidelines*.

~~(b)(c)~~ **Appointments** ~~The Design Review Committee~~ **DRC members and advisors** shall be appointed by the Planning and Economic Development Board. ~~Committee~~ **DRC** members shall serve two (2) year staggered terms. **DRC advisors shall serve one (1) year terms.** ~~, with the majority of the first members appointed for a two (2) year term and the remaining initial members appointed for a one (1) year term. Thereafter, each member shall serve for two (2) years or until his successor has been appointed.~~

~~(c)~~ (d) **Composition**

1. The ~~Design Review Committee~~ **DRC** shall include one member of the Planning and Economic Development Board. ~~and a representative of the Medway Business Council.~~ The **majority of the** remaining members should ~~have~~ **be design professionals with** experience and/or training in architecture, landscape design, site design, **graphic arts**, graphic design, sign design, planning, **environmental design, urban design** or other suitable **design** professions that could be helpful to the **DRC**. ~~Committee's work.~~ **Other members may include individuals representing various business interests such as reach estate, building trades, and local business organizations.**

2. **DRC Advisors shall be individuals with particular design expertise who are able to provide periodic design consultation to the DRC in reviewing development permit applications and proposals.**

~~(d)~~ (e) Responsibilities of the Design Review Committee

1. Assist and advise the Planning and Economic Development Board, ~~and~~ its applicants, and other ~~†~~ Town boards, **committees and departments** ~~as may request such assistance,~~ with regard to **proposals, applications and plans for Town issued development permits.** ~~subdivisions, site plans, special permits, sign permits, scenic road work permits, and other development proposals. The Design Review Committee's recommendations are advisory and may include suggestions for modifications to proposed designs and conditions for approval of development proposals.~~

2. **Serve as a design resource and provide design expertise to assist and advise Town boards, committees, and departments regarding Town sponsored programs, proposals, capital improvement projects, and municipal building projects on municipally owned**

property and viewed in the public realm as such relate to site, building, landscape, signage, and graphic design matters.

3. The DRC's recommendations are advisory and may include suggestions for modifications to proposed designs and conditions for approval of development proposals to be consistent with the *Medway Design Review Guidelines*.

~~2. Assist and advise the Planning Board regarding possible amendments to the *Medway Zoning Bylaw* and various *Rules and Regulations*.~~

~~3. Continue to promote and improve the use of the *Medway Design Guidelines*; recommend changes and improvements to the *Medway Design Guidelines*.~~

4. Perform other duties and responsibilities as may be specified by the *Medway Zoning Bylaw*, or other Town bylaws, and various land use *Rules and Regulations* or and as may be requested by various Town boards, committees and departments. ~~the Planning and Economic Development Board.~~

5. Assist and advise the Planning and Economic Development Board regarding possible amendments to its various *Rules and Regulations* and to the *Zoning Bylaw*.

6. Promote and improve the use of the *Medway Design Review Guidelines* by public and private entities and recommend changes and improvements to the *Design Review Guidelines* to the Planning and Economic Development Board.

~~5. — Advocate for good design in municipal programs and capital projects.~~

~~(e) (f) **Design Review Guidelines** - In performing its work, the Design Review Committee shall be guided by the *Medway Master Plan* and by **the *Medway Design Review Guidelines*** to be developed by the Committee and as adopted and published by the Planning and Economic Development Board. after a duly called and advertised public hearing. The Planning Board may amend the *Design Guidelines* from time to time after a duly called and noticed public hearing in accordance with customary Planning Board practice.~~

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
DESIGN REVIEW COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 23:** (Amend General Bylaws: Parking & Storage of Recreational and Commercial Vehicles)

To see if the Town of Medway will vote to amend the Medway General By-laws by adding the following Section 12.26 in Article XII:

**Section 12. 26 Regulation of Parking and Storage of Recreational and Commercial Vehicles**

(a) **Purpose** - The purpose of this By-law is to regulate the outdoor parking and storage of commercial and recreational vehicles. This By-law is adopted to promote safe vehicular traffic, to preserve peace and good order, to protect the character of residential neighborhoods, to promote the aesthetic beauty of the community and hence the value of the property located therein, and to promote the health, safety and general welfare of the citizens of the Town of Medway.

(b) **Prohibitions/Limitations**

(1) **Public Ways** - No person shall allow, permit, or cause a recreational vehicle or a commercial motor vehicle, bus or trailer having a Class 4 gross vehicle weight rating or higher to be parked at any location on any public or private way within the Town of Medway for any period in excess of four hours in any twenty-four hour period, unless said vehicle is in the process of loading, unloading, or providing some service to one or more adjacent properties.

(2) **Private Property**

a. For a business use authorized by special permit or variance by the Board of Appeals or for a pre-existing non-conforming business use, commercial motor vehicles with a Class 4 gross vehicle weight rating or higher shall not be parked within the standard front, side and rear setback areas established in the Zoning Bylaw for the applicable zoning district.

b. No person shall allow, permit, or cause a commercial motor vehicle with a Class 4 gross vehicle weight rating or higher to be parked on private property located within a residential zoning district unless done temporarily in connection with a bona fide commercial service, sales or delivery to such property not to exceed four hours in any twenty-four hour period.

(3) Not more than one unregistered vehicle of any kind may be parked or stored outside on any property.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
INSPECTOR OF BUILDINGS**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 24:** (Amend Zoning Bylaw: Accessory Family Dwelling Unit)

To see if the Town of Medway will vote to amend the Zoning Bylaw by deleting SECTION 8.2 Accessory Family Dwelling Unit in its entirety and replacing it as follows: Note that eliminated text is shown with a **strikethrough** and new text is shown in **bold**.

**8.2 ACCESSORY FAMILY DWELLING UNIT**

A. Purposes. The purposes of this **sub-section** ~~Accessory Family Dwelling Unit~~ bylaw are to:

1. **establish an option for the creation of Accessory Family Dwelling units to provide suitable housing** ~~assist Medway residents with creating suitable housing to accommodate for~~ a family member **and/or a caregiver for a family member who is an occupant of the premises;**

**2. provide opportunities to support residents who wish to age in place; and**

**3. maintain the residential character of neighborhoods.**

B. Applicability. The Board of Appeals may grant a special permit for an accessory family dwelling unit in accordance with this Section 8.2 and Table 1: Schedule of Uses.

C. Basic Requirements.

1. An accessory family dwelling unit shall be located within:

a. a detached single-family dwelling; ~~or and designed so as to preserve the appearance of the single-family dwelling.~~

**b. an addition to a detached single-family dwelling; or**

**c. a separate structure on the same premises as a detached single-family dwelling.**

2. There shall be ~~only~~ **no more than** one accessory family dwelling unit **associated with a detached single-family dwelling. per premises** on a lot, and ~~no accessory family dwelling unit shall have more than one bedroom.~~

**3. No accessory family dwelling unit shall have more than one bedroom, unless a second bedroom is authorized by the Board of Appeals pursuant to 8.2.C. 8. herein.**

**4. An accessory family dwelling unit shall not exceed 800 sq. ft. of gross floor area unless:**

a. **there is an existing detached accessory structure larger than 800 sq. ft. located on the same lot as a detached single-family dwelling and the Board of Appeals determines its use as an accessory family dwelling unit is in character with the neighborhood; or**

**b. authorized by the Board of Appeals pursuant to 8.2.C.8. herein.**

3. **5.** There shall be at least one **designated** off-street parking space for the accessory family dwelling unit in addition to parking for the **occupants of the detached single-family** principal dwelling. The off-street parking **space** shall be located in a garage ~~or carport~~, or in the driveway, and **shall have vehicular access to the driveway.** ~~shall not be permitted within any required yard area or setback. There shall be no additional driveway or curb cut providing access to the accessory family dwelling unit. The location, quantity and adequacy of parking for the accessory family dwelling unit shall be reviewed by the Board of Appeals to ensure its location and appearance are in keeping with the residential character of the neighborhood.~~

**6.** Occupancy of the single-family dwelling and accessory family dwelling unit shall be restricted as follows:

a. The owners of the property shall reside in one of the units as their primary residence, **except for bona fide temporary absences due to employment, hospitalization, medical care, vacation, military service, or other comparable absences which would not negate the primary residency standard.** For purposes of this section, "owners" shall mean one or more individuals who hold legal or beneficial title to the premises.

~~b. The unit not occupied by the owners may only be occupied by the owners' immediate family or step-family members, grandparents, or in-laws. A notarized statement of the~~

~~owner's relationship to the occupant shall be submitted to the Building Inspector prior to the issue of a certificate of occupancy for the accessory family dwelling unit.~~

**b. The accessory dwelling unit shall be occupied by any one or more of the following:**

**i. the owner(s) of the property**

**ii. the owner's family by blood, marriage, adoption, foster care or guardianship**

**iii. an unrelated caregiver for an occupant of the detached single-family dwelling or the accessory family dwelling unit, who is an elder, a person with a disability, handicap or chronic disease/medical condition, or a child.**

**Prior to the Town's issuance of a certificate of occupancy for the accessory family dwelling unit, the property owner shall submit to the Building Inspector a notarized statement of the property owner's relationship to the occupant of the dwelling unit not occupied by the property owner.**

**7. An accessory family dwelling unit shall be designed so as to preserve the appearance of the single-family dwelling and be compatible with the residential character of the neighborhood. Any new separate outside entrance serving an accessory family dwelling unit shall be located on the side or in the rear of the building.**

**8. In order to encourage the development of housing units for disabled and handicapped individuals and persons with limited mobility or a chronic medical condition, the Board of Appeals may allow reasonable deviations from the Basic Requirements where necessary to install features in the accessory family dwelling unit to facilitate the care of, and access and mobility for, disabled and handicapped individuals and persons with limited mobility or a chronic medical condition. This may include, but is not limited to, authorizing a second bedroom in the accessory family dwelling unit.**

~~D. Limitations of Special Permit. The special permit for an accessory family dwelling unit shall expire not more than three years after the date of issuance unless extended by the Board of Appeals. Upon transfer or conveyance of the property, the special permit granted hereunder shall become null and void.~~

**D. Decision**

**1. The Board of Appeals, in making its decision, shall make findings that all of the special permit criteria specified in SECTION 3.4 C. herein are met.**

**2. Conditions, Limitations and Safeguards – Special permits shall be subject to the conditions, limitations, and safeguards set forth in SECTION 3.4.D. herein subject to such exceptions as the Board of Appeals may deem appropriate. Every special permit shall include the following conditions:**

- a. **Recording.** The special permit shall be recorded with the Registry of Deeds prior to issuance of an occupancy permit for the accessory family dwelling unit.
- b. **Transfer of Ownership.** If the new owner(s) desires to continue to exercise the special permit, they must, within thirty (30) days of the conveyance, submit a notarized letter to the Building Inspector stating that they will occupy one of the dwelling units on the premises as their primary residence, except for bona fide temporary absences, and that the accessory family dwelling unit is to be occupied by one of parties specified in C. 6. b. herein.
- c. **Bi-Annual Certification.** The owner of the property shall provide a bi-annual certification to the Building Inspector verifying that the unit not occupied by the owner is occupied by one of the parties specified in C. 6. b. herein or that the space is being used for another lawfully allowed use pursuant to this Bylaw.

And by deleting the current definition of Accessory Family Dwelling Unit in SECTION 2 DEFINITIONS and replacing it as follows:

~~Accessory Family Dwelling Unit: A separate and complete housekeeping unit contained within, or being an extension of, a single family dwelling to accommodate additional family members of a resident of the primary dwelling.~~

**Accessory Family Dwelling Unit: A separate dwelling unit contained within a detached single-family dwelling unit or in an accessory structure thereto and which is subordinate in size to the principal dwelling unit, that is designed to accommodate family members of and/or caregivers for a resident of the primary or accessory family dwelling unit and which includes its own living, sleeping, sanitary and food preparation facilities such that the occupant(s) of the accessory family dwelling unit does not need to rely on the corresponding facilities located in the primary dwelling unit.**

And by adding the following definition in SECTION 2 DEFINITIONS as follows:

**Caregiver: An individual who regularly looks after a child or a sick, elderly, disabled, or handicapped person or an individual with a chronic medical condition, by providing for or assisting with the tasks of daily living such as, but not limited to activities necessary to maintain good health, personal care, meal preparation, child care, household and property maintenance, and transportation.**

And to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
ZONING BOARD OF APPEALS**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 25:** (Amend Zoning Bylaw: Site Plan Review)

To see if the Town will vote to amend the Medway Zoning Bylaw by deleting sub- SECTION 3.5 Site Plan Review and replacing it as follows: Note the text to be deleted is indicated with a ~~strikethrough~~ and new or relocated text is indicated in **bold**.

### 3.5. SITE PLAN REVIEW

#### 3.5.1 Purposes

Site plan review is a means of managing the aesthetics and environmental impacts of land use by the regulation of permitted uses, not their prohibition. Its purpose is to:

- assure protection of the public interest consistent with a reasonable use of the site for the purposes permitted in the district; **and**
- **promote and encourage desired community characteristics as expressed in the *Master Plan and Design Review Guidelines***

~~Accordingly, no building permit shall be issued for any use, site, or building alteration, or other improvement that is subject to this Section 3.5 unless an application for site plan review has been prepared in accordance with the requirements herein and unless such application has been approved by the Planning and Economic Development Board (hereinafter referred to in this Section as the Board)~~

#### 3.5.2 Requirements

- A. No building permit shall be issued for any use, site, or building alteration, or other improvement that is subject to this Section 3.5 unless an application for site plan review has been prepared in accordance with the requirements herein and unless such application has been approved by the Planning and Economic Development Board (hereinafter referred to in this Section as the Board) or its designee in the instance of administrative site plan review.**
- B. Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision.**
- C. Any work done in deviation from an approved site plan shall be a violation of this Bylaw unless such deviation is approved in writing by the Board or determined by the Building Inspector to be an insubstantial change.**

#### ~~3.5.2~~ **3.5.3. Applicability**

A. Site plan review shall apply to the following:

↳ Major Site Plan Review:

- a: New construction or any alteration, reconstruction, or renovation of any multi-family, commercial, industrial, institutional, or municipal use, **or any change in use of an existing building, which involves one or more of the following:** ~~involving 2,500 square feet or more of gross floor area;~~
  - i. the addition of 2,500 square feet or more of gross floor area; or**



**ii. the addition of fifteen or more new parking spaces; or**

- ~~b. New construction or any alteration, reconstruction, or renovation of an existing building, or any change in use of an existing building requiring fifteen or more parking spaces; or~~
  - ~~e. b. Construction, expansion, redesign, or alteration~~ **The redesign, alteration or modification** of an existing parking area involving the addition of fifteen or more new parking spaces.
2. ~~Minor Site Plan Review: Any construction, alteration, reconstruction or renovation project or change of in use that is not subject to Major Site Plan Review but which requires a building permit and involves one or more of the following:~~
- ~~a. New construction or any alteration, reconstruction, or renovation of any multi-family, commercial, industrial, institutional, or municipal use, or any change in use of an existing building, which is not subject to Major Site Plan Review but which involves one or more of the following:~~
    - ~~i. the addition of 1,000 to 2,499 square feet of gross floor area; or~~
    - ~~ii. the addition of five or more but less than fifteen new parking spaces; or~~
  - ~~a. Exterior alteration of an existing building or premises, visible from a public or private street or way, except where such alteration is exempt under Section B below; or~~
  - ~~b. New construction, expansion of an existing structure, or a change in use in an existing building requiring five or more but less than fifteen parking spaces; or~~
  - ~~e. b. Construction,~~ **The redesign, alteration** or modification of a **an existing** parking area involving the addition of five or more but less than fifteen new parking spaces; or
  - ~~d. c. Any use or structure or expansion thereof exempt under Massachusetts G.L. c. 40A, § 3. , if one or more of the above criteria a - e also apply, and only to the extent allowed by law.~~

**3. Administrative Site Plan Review:**

- ~~a. New construction or any alteration, reconstruction, or renovation of any multi-family, commercial, industrial, institutional, or municipal use which is not subject to Minor Site Plan Review but which involves one or more of the following:~~
  - ~~i. The addition of less than 1,000 square feet of gross floor area, or~~
  - ~~ii. Exterior alteration/renovation of an existing building or premises, visible from a public or private street or way which includes any of the following:~~
    - ~~a) installation or replacement of awnings~~
    - ~~b) change in a building's exterior surface material~~
    - ~~c) rearrangement or addition of windows or doors~~
    - ~~d) façade reconstruction/replacement~~

e) roofing if determined by the Building Inspector to be a distinctive architectural feature of the building

b. A change in curb cuts/vehicular access to a site from a public way

c. Installation or alteration of sidewalks and other pedestrian access improvements

d. Removal of hedges, living shrubs, and trees greater than two inches in caliper

e. Installation of fencing or retaining walls.

3. ~~4.~~ Relationship to Other Permits and Approvals.

a. If an activity or use requires both site plan review and one or more special permits, the ~~Planning and Economic Development~~ Board shall serve as special permit granting authority.

~~b.~~ If both a special permit and site plan review are required, ~~they shall be considered together under the provisions of Section 3.4.~~ **the Board shall review and conduct the public hearing concurrently and the Board may issue a singular decision.**

c. The Building Inspector shall not issue a building permit for any project subject to this Section 3.5 unless:

**i.** the Board has approved a site plan therefor or allowed ninety calendar days (in the instance of a major site plan project) **to elapse from the site plan submission date unless the applicant has requested an extension in writing; or**

**ii.** **the Board has approved a site plan therefor** or **allowed** sixty calendar days (in the instance of a minor site plan project) to elapse from the site plan submission date unless the applicant has requested an extension in writing; or

**iii.** **Administrative site plan approval has been granted or twenty-one calendar days have elapsed from the site plan submission date unless the applicant has requested an extension in writing.**

~~Any work done in deviation from an approved site plan shall be a violation of these Bylaws unless such deviation is approved in writing by the Board or determined by the Building Inspector to be an insubstantial change.~~

B. Exemptions. The following shall be exempt from Site Plan Review under this Section 3.5:

1. Single-family and two-family homes, including additions or enlargements **and accessory structures.**

2. Residential subdivisions approved by the Board under the Medway Subdivision Rules and Regulations.

~~3. Projects submitted to the PEDB under Section 8.5, Adult Retirement Community Planned Unit Development.~~

~~4.~~**3.** Projects in which the only exterior change that is visible from a public or private way, requiring a building permit, pertains to **the removal of architectural barriers to comply**

**with the Americans with Disabilities Act (ADA) or regulations of the Massachusetts Architectural Access Board (AAB)**

- ~~a. Architectural barrier removal to comply with the Americans with Disabilities Act (ADA) or regulations of the Massachusetts Architectural Access Board (AAB); or~~
- ~~b. Installation of awnings, exterior siding, or roofing, or replacement of windows or doors;~~

#### **3.5.4 Site Plan Rules and Regulations**

**The Board shall promulgate, after public notice and hearing, Site Plan Rules and Regulations to effectuate the purposes and intent of this Section 3.5, including but not limited to the following requirements and procedures for:**

- A. submission and review of major and minor site plans**
- B. modification of approved site plans**
- C. administrative review of small-scale projects by the Board's designee without a public hearing or meeting**
- D. waivers**
- E. conditions/limitations/safeguards and mitigation measures**
- F. performance security**
- G. construction inspection**
- H. standards of review consistent with Section 3.5.6 below**
- I. decision criteria**

#### **3.5.3. 3.5.5 Procedures for Site Plan Review**

- ~~A. The Board shall promulgate, after public notice and hearing, Site Plan Rules and Regulations to effectuate the purposes and intent of this Section 3.5, including submission requirements and procedures for major and minor site plans, modification of approved site plans, delegating administrative review to the Board's designee for review of small scale projects without a public meeting, and standards of review consistent with Section 3.5.4 below.~~
- A. Pre-Application Review – Before filing a site plan application, applicants for major site plan review shall and applicants for minor site review may schedule a pre-application meeting with the Town's interdepartmental project review team. Applicants may also request an informal, pre-application meeting with the Board to review conceptual plans.**
- B. Applicants shall submit an application for **major and minor** site plan review to the **Town Clerk and the** Board.
- C. The site plan submission date shall be the date the site plan application is filed with the Town Clerk and the Board, unless the Board notifies the applicant within twenty-one days of

submission that the application is incomplete. In such case, the site plan application will not be deemed to have been submitted.

- D. For Major Site Plan Review applications, the Board shall hold a public hearing on the proposed site plan. The public hearing shall conform to the requirements for public hearings and notice under G.L. c. 40A, § 11, and the Board's Site Plan Rules and Regulations. All costs of the public notice requirements shall be at the expense of the applicant.
- E. For Minor Site Plan Review applications, the Board shall review the site plan at a duly posted open meeting. Any public notice to abutters and other parties of interest shall be conducted in accordance with the Site Plan Rules and Regulations.
- F. The Board shall review and act upon ~~the~~ **applications for major and minor** site plan **review**, requiring such conditions as necessary to satisfy the Site Plan Review Standards under Section ~~3.5.4~~ **3.5.6**, below, and notify the applicant of its decision. The decision shall be **by majority vote of the membership, shall be made** in writing and shall be filed with the Town Clerk within ninety days of the date of application for Major Site Plan Review, or sixty days of the application date for Minor Site Plan Review. The applicant may request, and the Board may grant by majority vote of the membership, an extension of the time limit set forth herein.
- G. The Board may approve ~~the~~ **a major and minor** site plan or approve it with ~~the~~ conditions, **limitations, safeguards and mitigation measures** or deny a site plan only if the plan does not include adequate information as required by the Site Plan Rules and Regulations, or if the plan depicts a use or structure so contrary to health, safety and welfare of the public that no set of conditions would render the project tenable. ~~The Board's decision shall be by majority vote of the membership, and the decision shall be in writing.~~
- H. ~~The applicant shall satisfy or comply with all conditions of the site plan review decision prior to the issuance of a building permit except for those conditions that by their terms are intended to be satisfied during construction or later.~~
- I. ~~Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision.~~

**H. The Board's designee shall review and act on applications for administrative site plan review and may require conditions as necessary to satisfy the Administrative Site Plan Review Standards.**

### **3.5.4. 3.5.6 Site Plan Review Standards**

The Board's Site Plan Rules and Regulations shall adopt standards for **major, minor and administrative** site plan review that will at a minimum address the following:

- A. Siting of facilities;
- B. Design guidelines;
- C. Open space and natural features;
- D. Pedestrian, bicycle, and vehicular circulation;

- E. Water quality;
- F. Stormwater;
- G. Utilities, exterior lighting, parking, and snow removal;
- H. Trees and landscaping;

**I. Site Amenities;**

- ~~I~~**J.** Town character and historic significance;
- ~~J~~**K.** Impacts on public services and facilities;
- ~~K~~**L.** Signage;
- ~~L~~**M.** Safety;
- ~~M~~**N.** Energy efficient site design;
- ~~N~~**O.** Potential adverse effects and mitigation thereof.

**P. Plan and decision modifications**

Or to act in any manner relating thereto:

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 26:** (Amend Zoning Bylaw: Editing Zoning Bylaws)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw by authorizing the Medway Planning and Economic Development Coordinator, under the auspices of the Planning and Economic Development Board, to edit the Medway Zoning Bylaw for format only through use of bold, italics, underscores, bullets, font style, font size, spacing, and other similar editing measures to improve the Bylaw's readability **and ease of use** without changing the text, section and heading titles, numbering, or content in any manner; and to clearly denote those terms throughout the Bylaw that are officially defined within SECTION 2 of the Bylaw.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 27:** (Amend Zoning Bylaw: New Section Zoning District Boundaries)

To see if the Town will amend the Medway Zoning Bylaw by adding a new Section 4.4 as follows:

4.4 ZONING DISTRICT BOUNDARIES

Where a zoning district boundary line is shown on the Zoning Map as being within a public or private street or right-of-way, the center line of the street or right-of-way shall be the zoning district boundary line.

Or to act in any manner relating thereto.

## PLANNING AND ECONOMIC DEVELOPMENT BOARD

### BOARD OF SELECTMEN RECOMMENDATION:

### FINANCE COMMITTEE RECOMMENDATION:

#### **ARTICLE 28:** (Amend Zoning Bylaw: Definitions)

To see if the Town of Medway will vote to amend the Zoning Bylaw by deleting item F. Building Height from Section 6.2. General Provisions and inserting the following definition in alphabetical order in SECTION 2 DEFINITIONS:

**Building Height** – The vertical distance from grade plane to the average height of the highest roof surface.

And by inserting the following definitions in alphabetical order in SECTION 2 DEFINITIONS:

**Garage, private residential:** A structure which is accessory to a residential building and used by the residents thereof for personal household storage and/or the parking and storage of motorized vehicles and other moveable items such as campers, boats and other types of recreational vehicles owned by the residents of the building, and which is not a separate commercial enterprise available to the general public.

**Membrane Structure:** An air-inflated, air-supported, tensioned, cable or frame-covered structure as defined by the International Building Code and not otherwise defined as a tent or canopy.

**Tent:** A structure, enclosure or shelter constructed of fabric or pliable material with or without sidewalls or drops, supported by any manner except by air or the contents that it protects.

**Self -Storage Facility:** A structure containing separate, individual, and private storage spaces of varying sizes leased or rented for varying periods of time for personal, household, and/or business storage.

**Automated Teller Machine (ATM) Kiosk:** A free-standing, electronic banking outlet which allows customers to complete various banking transactions without the aid of a branch representative or teller. NOTE – Sometimes referred to as automated banking machines.

**Abandonment of Use:** The intentional cessation or discontinuation of a particular use of property. The abandonment of a nonconforming use occurs when the owner forms an intent to abandon the use and engages in conduct that carries the implication of abandonment. Abandonment does not include temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

**Museum:** A premises open to the public for the procurement, care, conservation, storage, study and display of inanimate objects of lasting historical, scientific, artistic or cultural interest or value.

**Movie Theatre/Cinema:** A venue, usually a building that contains an auditorium for viewing movies (films) for entertainment.

**Theatre:** A building, part of a building or outdoor area where plays, dramatic presentations and stage entertainment, etc., are performed.

**Recreational Vehicle:** A vehicular type portable structure without a permanent foundation that can be towed, hauled, or driven and that is primarily designed or modified to serve as a temporary living accommodation for recreational, camping and travel use and includes but is not limited to travel trailers, truck campers, caravan, camping trailers, and self-propelled motor homes.

And by eliminating the following existing definitions in SECTION 2 DEFINITIONS (noted in strikethroughs) and replacing them (as noted in **bold text**) as follows:

~~Shopping Center (Current): A group of commercial establishments planned, constructed, and managed as a total entity, with customer and employee parking provided on site and provision for good delivery separated from customer access.~~

**Shopping Center/Multi-Tenant Development** (proposed): A group of two or more business establishments designed, planned, constructed and managed as a total entity, located in one or more buildings on one or more lots under single or multiple ownership, with customer and employee parking provided on-site.

\*\*\*\*\*

~~Family (current): Any number of individuals living and cooking together on the premises as a single housekeeping unit, as distinguished from a group occupying a boarding or lodging house, motel or hotel.~~

**Family** (proposed):

- An individual or two or more persons including children, who are related by blood, marriage, foster care, legal adoption or guardianship, living together as a single housekeeping unit
- A group of up to four individuals not related by blood, marriage, foster care, legal adoption or guardianship, living together as a single housekeeping unit
- Two unrelated adults and their related children living together as a single housekeeping unit

\*\*\*\*\*

~~Commercial Motor Vehicle (current): Any vehicle licensed by the Commonwealth of Massachusetts as a commercial motor vehicle (540 CMR 4.02 Special Definitions)~~

**Commercial Motor Vehicle** (proposed): Any vehicle defined as such by the Massachusetts Registry of Motor Vehicles in 540 CMR 2.05

\*\*\*\*\*

~~Dwelling Unit (current): One or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for same, and including room or rooms for living, sleeping, and food preparation.~~

**Dwelling Unit** (proposed): One or more rooms providing complete living facilities for one family, including room or rooms for living, sleeping, food preparation and sanitary facilities.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 29:** (Amend Zoning Bylaw: Prohibited Uses)

To see if the Town of Medway will vote to amend SECTION 5.2 of the Zoning Bylaw by inserting the following to Sub-Section 5.2 B. PROHIBITED USES:

B. 13. Self-Storage Facilities

And by revising the identification of item B. 13 to become B. 14, or act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 30:** (Amend Zoning Map: Rezoning from ARII to Industrial II)

To see if the Town of Medway will vote to amend the Medway Zoning Map by rezoning the following parcels from ARII to Industrial II:

Address	Map/Parcel	Owner	Size	Notes
12 West Street	66 - 010	Sithe W. Medway LLC - c/o NSTAR	.2 acres	Electrical sub-station
Portion of 34 West Street	66 - 012	Sithe W. Medway LLC - c/o NSTAR	???	Electrical ROW. This parcel has split zoning - part Ind II and part ARII
30 West Street	66 - 011	New England Power Co	.7 acres	Electrical ROW
15 West Street	66 - 005	West ST. Realty Trust	6.97 acres	Mobile Excavating and American Stripping
23 West Street	65 - 028	New England Power Co	8.52 acres	Electrical ROW
27 West Street	66 - 004	New England Power Co	.37 acres	Electrical ROW
29 West Street	65 - 027	New England Power Co	12.97 acres	Electrical ROW
0 West Street	55 - 026	Boston Edison/NSTAR	6.7 acres	Electrical ROW
Portion of 0 Summer Street	66 - 013	Sithe W. Medway LLC - Excelon	???	Electricity Generation Facility. This parcel has split zoning - part Ind II and part ARII

And by revising Table 1 Schedule of Uses in Section 5.4 to add Contractor’s Yard as an allowed, by right use, in the Industrial II zoning district.



Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least SEVEN (7) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 19<sup>th</sup> day of April 2016.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

\_\_\_\_\_  
John Foresto, Chairman

\_\_\_\_\_  
Maryjane White, Vice Chairman

\_\_\_\_\_  
Richard D’Innocenzo, Clerk

\_\_\_\_\_  
Glenn Trindade, Member

\_\_\_\_\_  
Dennis Crowley, Member

**ATTEST:** \_\_\_\_\_  
Paul Trufant, Constable

# AGENDA

## ITEM #7

### Approval – One day Liquor License –

- a. Jennifer Smith – Thayer Homestead – April 9
- b. Lisa Velutti – Thayer Homestead – May 1
- c. Laurie Paradis – Thayer Homestead – May 14
- d. Ryan Waterman – Thayer Homestead – May 14

### Associated backup materials attached:

- Applications and Police Chief's recommendations

**Proposed motion:** I move that the Board approve all one-day liquor licenses as presented subject to fulfillment of the Police Chief's recommendations and evidence of appropriate insurance coverage for each respective event.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol \_\_\_\_\_ Wine and Malt [checked]

Event Baby Shower

Name of Organization/Applicant Jennifer Smith

Address 18 Broad Acres Farm Road

FID# \_\_\_\_\_



Non-Profit Organization Y \_\_\_\_\_ N [checked]

Attach non-profit certificate of exemption

Event Location Thayer House, Medway MA 02053

Event Date 4-9-2014

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 8:00 AM - 4:00 PM

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

Estimated attendance 60

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

Minimum age allowed: Newborn

How, where and by whom will ID's be checked? Will not be checked,  
only over 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 \_\_\_\_\_

Applicant's Signature Joseph Smith

Applicant's Name Timothy Smith  


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, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> 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


February 9, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Jennifer Smith for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on April 9, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,  
  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

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

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

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

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

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

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

All Alcohol \_\_\_\_\_ Wine and Malt CHAMPAGNE mimosas only

Event Bridal Shower Brunch

Name of Organization/Applicant Lisa Velluti

Address 37 JEFFERSON ROAD, FRANKLIN MA 02038

FID# \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date May 1, 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 11A - 4PM

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance 50-60 guests

Will there be an age restriction? Y \_\_\_\_\_ N

Minimum age allowed:

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

Is there a charge for the beverages? Y \_\_\_\_\_ N

Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer \_\_\_\_\_

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

Experience \_\_\_\_\_

The following may be required:

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

Date of Application 1/27/2016

Applicant's Signature Lisa Velluti

Applicant's Name Lisa Velluti



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, 2<sup>nd</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> 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

January 29, 2016

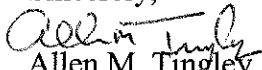
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Bridal Shower Brunch

I have reviewed the request from Lisa Velluti for a one day liquor license for a bridal shower brunch, to be held at the Thayer House, 2B Oak Street, on May 1, 2016. I approve of the issuance of this one day liquor license with the stipulation that the champagne will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and there will be no on-street parking on Mechanic Street and Oak Street. There will also be a responsible adult with some knowledge of Mass. Liquor laws will be checking ID'S of individuals being served champagne at this party.

Sincerely,

  
Allen M. Tingley  
Chief of Police



**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

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

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

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

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

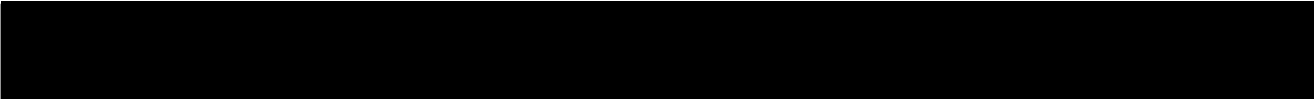
All Alcohol  Wine and Malt

Event daughter's wedding shower

Name of Organization/Applicant Laurie Paradis

Address 811 Scott Rdc Oakham, MA, 01068

FID# \_\_\_\_\_



Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 5/14/16

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 11<sup>30</sup>A - 2P (have rental

8A - 4P)

Is event open to the general public? Y  N

Estimated attendance 60

Will there be an age restriction? Y  N

Minimum age allowed:

How, where and by whom will ID's be checked? by Larrie Paradise  
or caterer

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 1/15/16

Applicant's Signature Larrie Paradise



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, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_



# 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

January 26, 2016,

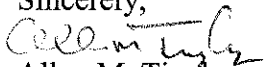
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Laurie Paradis for a one day liquor license for a wedding shower, to be held at the Thayer House, 2B Oak Street, on May 14, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police



## Town of Medway

### BOARD OF SELECTMEN

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

#### APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol  Wine and Malt

Event Sack and Jill Wedding Shower

Name of Organization/Applicant Ryan Waterman

Address 417 Sheridan Drive, Apt. 12, Shrewsbury, MA 01545

FID#

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 5/14/16

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

Is event open to the general public? Y  N

Estimated attendance ~100

Will there be an age restriction? Y  N

Minimum age allowed:

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

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 \_\_\_\_\_

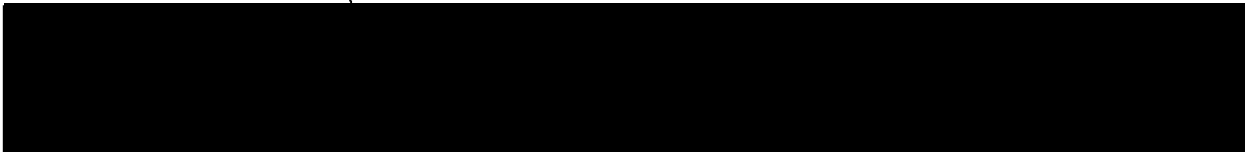
The following may be required:

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

Date of Application 1/29/2016

Applicant's Signature [Signature]

Applicant's Name Ryan Waterman



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, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> 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

January 29, 2016

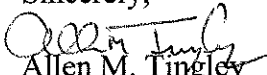
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Jack and Jill Wedding Shower

I have reviewed the request from Ryan Waterman for a one day liquor license for a Jack and Jill Wedding Shower, to be held at the Thayer House, 2B Oak Street, on May 14, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and there will be no on-street parking on Mechanic Street and Oak Street and a responsible adult with some knowledge of Mass. liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

## **ITEM #8**

### **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	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Verizon & Comcast notice received; further action Fall 2016
5	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
6	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Future Town Meeting
7	2/24/2015	\$1.1 mil environmental bond bill; Choate Improvements; prepare technical proposal for state funding in FY17	TA/BOS	Ongoing
8	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Fall 2015
9	6/1/2015	Road and Sidewalk Repair and Construction Strategy/Plan	DPS	Winter 2016
10	10/13/2015	Policy on Land Acceptances - BOS v ConCom	BOS/ PEBD	February 2016
11	11/2/2015	Discussion - solid waste and recycling fees	BOS/DPS	Winter 2016
12	2/1/2016	Net metering credit application (Eversource, NRG)	Staff	Winter 2016

# **AGENDA ITEM #9**

## **Approval of Warrants**

**Warrants to be provided at meeting**

# **AGENDA ITEM #10**

## **Approval of Minutes**

Associated back up materials attached:

- October 13, 2015 minutes
- October 19, 2015 - Resubmitted minutes – Amended
- November 23, 2015 minutes

1 **MEDWAY BOARD OF SELECTMEN**  
2 155 VILLAGE STREET • MEDWAY, MASSACHUSETTS 02053  
3 (508) 533-3264 • FAX: (508) 533-3281  
4

*John Foresto, Chairman*  
*Maryjane White, Vice Chairman*  
*Richard D'Innocenzo, Clerk*  
*Glenn Trindade, Member*  
*Dennis Crowley, Member*

5 **Board of Selectmen's Meeting Minutes**

6 **October 13, 2015 at 7:00 p.m.**

7 **Sanford Hall, 155 Village Street**  
8

9 **Present:** Chairman John Foresto; Selectmen Maryjane White, Dennis Crowley, and Rick  
10 D'Innocenzo (arrived at 7:30); Town Administrator Michael Boynton.

11  
12 At 7:00 p.m. Chairman Foresto called the meeting to order and led in the Pledge of  
13 Allegiance.  
14

15 **Public Comments:**

16 Brian Adams of 2 Milford Street asked the Board of Selectmen (BOS) for additional  
17 information on the format of the October 21, 2015 Power Plant Public Forum. Town  
18 Administrator Boynton said it will be posted as a Board of Selectmen's meeting and  
19 Chairman Foresto will call the meeting to order. There will be opening remarks and a  
20 brief presentation on the history of the project and what the Town has learned to date.  
21 The consultants that have been hired by the Town will speak and present their findings on  
22 air quality, noise, and water. After the presentation questions and comments will be  
23 taken. Daycare will be provided for families with small children. The meeting will also  
24 be broadcast on the local cable channel. Residents who are not able to attend were  
25 encouraged to submit their questions and comments to Administrator Boynton ahead of  
26 time. Selectman Crowley said they are going to try to limit residents to two  
27 questions/comments each to make sure that everyone has a chance to speak. Mr. Adams  
28 said he hopes the meeting will be well attended. He also asked if residents of  
29 surrounding towns will be allowed to ask questions. A brief discussion followed.  
30 Administrator Boynton said he needs to make a determination on this matter. Selectman  
31 Crowley said the Town will not vote on the project. The Host Community Agreement is  
32 a statutory item and will be signed by the BOS. The Payment in Lieu of Taxes (PILOT)  
33 agreement will go to the Town for approval. Mr. Adams said he thinks it is unfortunate  
34 that the Town of Milford got to vote on the Host Community agreement relative to the  
35 casino but Medway will not get to vote on the Host Community agreement relative to the  
36 power plant. He said he feels like the voice of the residents has been taken away.  
37

38 José Caicedo of 171 Main Street said he has been a resident of Medway for 10 years and  
39 has two small children. He said the Town is being forced to accept the power plant and  
40 the debris that it will create. Mr. Caicedo said he has a clinical background and has seen  
41 the detrimental effects of dust, pollen, and asbestos. He said the particulate matter that  
42 will be released will be dangerous, particularly to those residents that suffer from asthma,  
43 COPD, and cancer. Mr. Caicedo left two articles for the Board's review.  
44

DRAFT

1 Diane Burkhardt of 22 High Street said she came away from the last meeting feeling like  
2 there is not much that residents can do to prevent the expansion. She wanted to know  
3 who created the PowerPoint that will be presented at the public forum. Administrator  
4 Boynton explained that the presentation is being created in-house. Ms. Burkhardt asked  
5 the Selectmen if they personally were in favor or opposed to the project. Chairman  
6 Foresto said the BOS is not the decision making body-their job is to protect Medway and  
7 its residents and negotiate in its best interest. Chairman Foresto said he is in favor of the  
8 project if it is done correctly and meets state and federal standards. Selectman White said  
9 the decision does not lie with the BOS but that personally she does not support it.  
10 Selectman Crowley said he has asked the consultants that the Town hired many times if  
11 the project is harmful and has been told no every time. He encouraged Ms. Burkhardt to  
12 ask the consultants this question next week at the public forum. He said based on what  
13 he knows he supports the project. Administrator Boynton said the Selectmen did not  
14 want or encourage this project. They are relying on the consultants and experts they have  
15 hired and trying to protect Medway and its residents. He said one of the consultants was  
16 recommended by a resident who is opposed to the project. Administrator Boynton said  
17 the Town cannot just request a postponement, there needs to be documentation and just  
18 cause.

19  
20 Liam McDermott of 39 Populatic Street said as an asthmatic he is not looking forward to  
21 the project. Mr. McDermott said his biggest concern is where the water will be  
22 discharged based on a previous experience in Salem. Administrator Boynton said the  
23 Town's understanding is that only water from toilets being flushed and sinks being used  
24 on the property will be discharged. Mr. McDermott said the expansion will create  
25 additional public safety issues and asked the Board to reach out to Weymouth, Braintree  
26 and Everett on this matter. Selectman Crowley said he thinks some of Mr. McDermott's  
27 concerns will be addressed by the Host Community Agreement. He asked Mr.  
28 McDermott to read it once it is posted and follow-up with Administrator Boynton if it  
29 does not address his concerns.

30  
31 Doug Sibley of 403 Village Street said he has submitted questions to the BOS via email  
32 and thanked the BOS for their responses. His home is close to the proposed stacks and  
33 his young son has asthma. He said his concern is that the run rate seems very high. He is  
34 also concerned with the use of diesel. Administrator Boynton said he agrees this is a  
35 concern and the Town's preference is not to use diesel. The Town has asked for  
36 clarification on the run rate and use of diesel. Administrator Boynton said this has been  
37 an ongoing conversation with Exelon. Selectman Crowley thanked Mr. Sibley for his  
38 professionalism.

39  
40 Jeff Hall of 18 Highland Street said he shares all of the concerns that have been discussed  
41 tonight. Mr. Hall said he does not feel like information on the project has been  
42 disseminated to the residents and that many residents are still unaware of the project. He  
43 said he is very upset that the decision is not in the hands of the residents. Mr. Hall said  
44 he hopes the Board listens to all of the facts. He said he would prefer the Town spend \$1  
45 million in litigation to try to stop the project. He added that he thinks the process is  
46 moving too fast.

1  
2 Chris Ash of 43 Cedar Farms Road said he feels like residents have been shut out of the  
3 process. The group discussed how much time the Board has been spent negotiating with  
4 Exelon versus how much time has been spent reaching out to residents. Selectman  
5 Crowley said every Selectmen's meeting is open to the public and residents are  
6 encouraged to attend. He said there has been very low attendance by residents until very  
7 recently. Selectman Crowley said Exelon sent registered letters to residents in the area of  
8 the power plant and invited them to three different meetings to discuss the project and  
9 only 13 residents attended. Administrator Boynton said the Town will request  
10 reimbursement from Exelon for the money it has spent relative to the Site Plan  
11 application and Conservation Commission application. He added that Mr. Ash's  
12 questions relative to the effect of particulate matter on humans will be addressed at next  
13 week's public forum.

14  
15 Doug Sibley of 403 Village Street added that the Town's and residents' opinions matter  
16 and the Siting Board will take them into consideration.

17  
18 Marilyn Dainoff of 8 Cedar Farms Road said the project seems inevitable so her biggest  
19 concern is safety. She said precautions need to be taken relative to the storage of 12,000  
20 gallons of ammonia on site. Administrator Boynton thanked Ms. Dainoff for her concern  
21 and said the consultants were reviewing the two emails she sent previously. He said the  
22 Town has asked the consultants to look at using urea as an alternative. She said if they  
23 chose not to go with an alternative she would want to know why.

24  
25 Mendy Tarkowski of 82 Fisher Street said she has wondered what could have been done  
26 differently. She said she thinks more information could have been filtered to the  
27 residents. She said she has two small children and she and her husband are not always  
28 able to attend the Selectmen's meetings. She said she would have liked to see more  
29 information relative to the project online. Selectman Crowley said the Town did not  
30 want to share any of the reports or agreements until they were final. Ms. Tarkowski said  
31 her biggest concern now is for the residents who feel marginalized. Selectman Crowley  
32 said the Board could have communicated better on this project. The Town is looking to  
33 hire a Director of Communications to help address this issue. There is an article on the  
34 Fall Town Meeting warrant for funding for this position.

35  
36 John Codman of 405 Village Street asked why the stacks are 167 feet tall. He said he is  
37 against the project but if it is going to happen he wants to minimize the level of pollution  
38 as much as possible. He said if increasing the height of the stacks would help achieve  
39 this then it should be looked at. Chairman Foresto said the Siting Board and Exelon are  
40 discussing this matter.

41  
42 Ned Myers of 10 Cardinal Circle said the Board of Selectmen is not in an enviable  
43 position. Mr. Myers said he thinks the Town should look at what can be done legally to  
44 stop the project. The Board asked Mr. Myers to pose this question at the public forum  
45 next Wednesday. Selectman Crowley said early on the Board had to decide whether they  
46 were going to take legal action and fight the project or negotiate and get the best deal for

1 the Town. The Town's legal team advised them to negotiate because they had almost no  
2 chance of winning. Mr. Crowley said there was no way they could take legal action and  
3 negotiate a favorable Host Community agreement.

4  
5 Chairman Foresto said this has been a frustrating process for everyone, including the  
6 Board. He said it has also been a learning experience for the Board and going forward  
7 they are going to try to improve their communication.

8  
9 **Appointment – David Blackwell – Conservation Commission:**

10 *The Board reviewed the following information: (1) Letter of Interest from David*  
11 *Blackwell dated September 13, 2015; (2) Resume of David Blackwell; and (3) Letter from*  
12 *Conservation Committee supporting appointment dated October 5, 2015.*

13  
14 David Blackwell attended the meeting. The Selectmen received a letter from the  
15 Conservation Commission recommending Mr. Blackwell's appointment to the  
16 Conservation Commission. Mr. Blackwell gave a brief summary of his work experience.  
17 Chairman Foresto said he worked with Mr. Blackwell on the ESCO project previously.

18  
19 **Selectman D'Innocenzo moved that the Board of Selectmen appoint David**  
20 **Blackwell to the Conservation Commission to complete the term of Anthony Biocchi**  
21 **through June 30, 2016; Selectman White second; Selectman Crowley asked Mr.**  
22 **Blackwell why he decided to volunteer now when he has been a resident for 13**  
23 **years. He said he is concerned because he knows Mr. Blackwell is opposed to the**  
24 **Exelon project. He asked Mr. Blackwell is he could be unbiased on any decision**  
25 **relative to Exelon project. Mr. Blackwell said he is biased but it will not impact his**  
26 **ability to interpret the Bylaws to the letter of the law. Selectman Crowley said he**  
27 **thinks this will be difficult but he will take Mr. Blackwell at his word. Mr.**  
28 **Blackwell said he is now self-employed and has more flexibility, which is why**  
29 **volunteering is feasible; VOTE 4-0-0.**

30  
31 **Authorization of Chairman to Execute Contract for Medway Middle School**  
32 **Renovations – Tower Construction - \$244,200:**

33 *The Board reviewed the following information: (1) Scope of Work memo from Tom*  
34 *Holder dated October 13, 2015; and (2) Contract.*

35  
36 DPS Director Tom Holder attended the meeting. He said this project will be performed  
37 in 2 phases. First the Medway Public Schools' administrative offices will be relocated to  
38 the front wing of the Middle School. Once this is complete, the vacated area will be  
39 renovated and the DPS administrative offices will be relocated from Sanford Hall. Mr.  
40 Holder said alternative bids are off the table. \$150,000 was approved at the May 11,  
41 2015 Annual Town Meeting. The balance will be funded through the Schools' budget.  
42 Mr. Holder said \$76,000 of the \$244,200 is DPS related and the remainder is School  
43 related.

1 **Selectman D’Innocenzo moved that the Board authorize the Chair to execute the**  
2 **contract between the Town of Medway and Tower Construction Corp. for the**  
3 **Medway Middle School south wing renovation project in an amount not to exceed**  
4 **\$244,200; Selectman White second; No discussion; VOTE 4-0-0.**

5  
6 **Approval – Millstone Builders, LLC Request to Refinance Mortgage [Millstone**  
7 **Condominium Project]:**

8 *The Board reviewed the following information: (1) Memo from Doug Havens dated*  
9 *October 8, 2015; (2) Correspondence from Cathy Netburn dated October 1, 2015; (3)*  
10 *Consent to Mortgage; and (4) Regulatory Agreement and Declaration of Restrictive*  
11 *Covenants for Ownership Project, Affordable Housing Deed Rider and related*  
12 *documents.*

13  
14 Steven Venincasa explained that there is a clause in the Regulatory Agreement that  
15 requires the Town’s consent before Millstone Builders, LLC can refinance. Community  
16 Housing Coordinator Doug Havens reviewed the pertinent information and recommended  
17 that the Board consent to the refinance.

18  
19 **Selectman D’Innocenzo moved that the Board vote to consent to Millstone LLC’s**  
20 **execution and recording of a mortgage, pursuant to Section 10 of the Regulatory**  
21 **Agreement, and to authorize the Chair to execute the written consent form as**  
22 **required by the Lender; Selectman White second; No discussion; VOTE 4-0-0.**

23  
24 **Authorization of Town Administrator to Execute Traffic Control Agreement with**  
25 **MassDOT –Route 109:**

26 *The Board reviewed the following information: (1) Scope of Work memo from Dave*  
27 *D’Amico dated October 6, 2015; and (2) Traffic Control Agreement between the*  
28 *Massachusetts Department of Transportation and the Town of Medway.*

29  
30 DPS Director Tom Holder explained that the MassDOT wants assurance that traffic  
31 controls and road access cuts will be essentially maintained upon completion of the  
32 project. Mr. Holder said the Town is prepared to meet these expectations.

33  
34 **Selectman D’Innocenzo moved that the Board authorize the Town Administrator to**  
35 **execute the Traffic Control Agreement between MassDOT and the Town of**  
36 **Medway relative to Route 109; Selectman White second; The Board discussed the**  
37 **paragraph of Dave D’Amico’s memo that referred to the 110% Cost Agreement.**  
38 **Administrator Boynton said if the Town does not agree to this provision the Town**  
39 **will not receive the funding. The 110% Cost Agreement does not pertain to the**  
40 **Traffic Control Agreement. Selectman Crowley said this provision concerns him.**  
41 **Administrator Boynton said it will be clear that the Town is not responsible for costs**  
42 **that were the result of things out of its control. Selectman Crowley asked for**  
43 **additional information on this provision. Selectman Crowley also wanted to make**



1 sure that everything that appears in the Traffic Control Agreement, including the  
2 location of the signs, was agreed on by the Route 109 Committee. Mr. Holder said  
3 there have been no changes; VOTE 4-0-0.

4  
5 **Authorization of Chairman to Execute Contract with MassDOT – Route 109 Fiber**  
6 **Optics - \$8,704.00:**

7 *The Board reviewed the following information: (1) Scope of Work memo from Dave*  
8 *D'Amico dated October 6, 2015; and (2) Contract between MassDOT and the Town of*  
9 *Medway.*

10  
11 Mr. Holder explained that MassDOT will contract with CommTrac and make payment.

12  
13 **Selectman D'Innocenzo moved that the Board authorize the Chair to execute the**  
14 **contract between MassDOT and Town of Medway relative to Route 109 fiber optics**  
15 **work in an amount not to exceed \$8,704.00; Selectman White second; No**  
16 **discussion; VOTE 4-0-0.**

17  
18 **Acceptance of Trail Drive (Norwood Acres):**

19 *The Board reviewed the following information: (1) Memo from Susy Affleck-Childs dated*  
20 *August 24, 2015; (2) Associated subdivision plan and map; and (3) Deed documents.*

21  
22 Planning & Economic Development Coordinator Susy Affleck-Childs explained that the  
23 Conservation Commission voted to accept the 4.49 acre open space parcel at their July  
24 23, 2015 meeting. This property abuts a 9.69 acre open space parcel that the Town  
25 already owns and is under the jurisdiction of the Conservation Commission. Ms.  
26 Affleck-Childs said there is no policy on why some of the parcels are under the  
27 jurisdiction of the Conservation Commission and others are under the jurisdiction of the  
28 Board of Selectmen.

29  
30 **Selectman D'Innocenzo moved that the Board accept the deed from Andrew and**  
31 **Matthew Marshall to convey to the Town of Medway parcel A-1 as shown on the**  
32 **Norwood Acres Definitive Subdivision Plan, also known as 4 Trail Drive, Parcel 46-**  
33 **010, for the purposes of open space/conservation, passive recreation, and the**  
34 **promotion and development of the Town's natural resources; Selectman White**  
35 **second; Ms. Affleck-Childs explained that the Planning & Economic Development**  
36 **Board issued a decision approving the development of the subdivision in October**  
37 **2012. The Marshalls asked that this parcel be made conservation land-this was not**  
38 **a requirement of the subdivision approval. Administrator Boynton said does not**  
39 **think the Town needs a policy to address these situations. He said the Town's**  
40 **approach is similar to other communities. Selectman Crowley said he prefers that**  
41 **land be held under the Board of Selectman and asked that this matter be added to**  
42 **the Board's action item list. VOTE 4-0-0.**

1 **Presentation – Master Plan Mid-Term Report:**

2 *The Board reviewed the 2009 Medway Master Plan Status Preliminary Briefing to the*  
3 *Board of Selectmen.*

4  
5 Jim Wieler and Dave Kaeli attended the meeting to provide the Board with a midterm  
6 update on the 2009 Medway Master Plan. The next Master Plan will be done in 2019.  
7 Mr. Wieler said they sorted all of the 2009 Master Plan goals and action items and asked  
8 each board/committee for status updates and comments. They reported that 78% of  
9 actions are completed, ongoing, or show significant progress. The Board was pleasantly  
10 surprised with this figure considering there was no formal follow-up. Mr. Wieler said the  
11 Town has come a long way in the last 10 years and credited the leadership team. The  
12 group reviewed some of the major accomplishments, including the Middle School  
13 renovation, restoration of the Thayer House, establishment of the Community Farm, and  
14 the Route 109 reconstruction. They agreed that they need to look further at the actions  
15 that were not completed and why they were not completed. The group discussed the next  
16 steps, including creating a Master Plan Implementation Committee and a final report and  
17 recommendations for the 2019 Master Plan. Selectman Crowley recognized the Planning  
18 & Economic Development Board for their work because they were responsible for many  
19 of the actions. Chairman of the Planning & Economic Development Board Andy  
20 Rodenhiser thanked Mr. Wieler and Mr. Kaeli for their leadership. The group agreed that  
21 the presentation should be added to the Town's website. Selectman Crowley asked Mr.  
22 Wieler and Mr. Kaeli to draft an executive summary that could also be added to the  
23 website. Ms. Affleck-Childs recommended adding a page to the Annual Town Report on  
24 the status of the Master Plan. Chairman Rodenhiser said Medway is often recognized as  
25 a progressive community. The Board thanked Mr. Wieler and Mr. Kaeli for all of their  
26 work.

27  
28 **Approval – Purchase and Sale Agreement – 54R Adams Street:**

29 *The Board reviewed the Purchase and Sale Agreement relative to 54R Adams Street.*

30  
31 The Board decided it did not need to meet in Executive Session. This item will be on the  
32 Fall Town Meeting warrant. The property will be purchased with Community  
33 Preservation funds.

34  
35 **Selectman D’Innocenzo moved that the Board execute the Purchase and Sale**  
36 **Agreement relative to 54R Adams Street as presented; Selectman White; No**  
37 **discussion; VOTE 4-0-0**

38  
39 **Review of Proposed Planning and Economic Development Articles for Fall Town**  
40 **Meeting Warrant:**

41 *The Board reviewed the 2015 Fall Town Meeting warrant.*

1 Planning and Economic Development Director Susy Affleck-Childs and Chairman of the  
2 Planning & Economic Development Board (PEDB) attended the meeting to discuss  
3 Articles 17-29. Chairman Rodenhiser and Ms. Affleck-Childs said there will be another  
4 10 PEDB articles on the 2016 Annual Town Meeting warrant. Ms. Affleck-Childs said  
5 the PEDB understands the Board's concern about the quantity of articles and agreed to  
6 remove several. The Board reviewed and discussed Articles 17-29. The group agreed to  
7 remove Article 20, Article 25, Article 26, and Article 29. The Board will vote on the  
8 articles at next Monday's Selectmen's meeting.

9  
10 **Review of Fall Town Meeting Warrant:**

11 *The Board reviewed the 2015 Fall Town Meeting warrant.*

12  
13 The Board briefly discussed Articles 1-16. Selectman Crowley asked for additional  
14 information on Article 9. He would like to see what parts of the trail are in place and if  
15 the Open Space Committee has recommendations for extending the trail. Selectman  
16 Crowley would also like information on what other towns are charging relative to Article  
17 14. Selectman Crowley would like to know if there is any cost associated with accepting  
18 the streets relative to Article 16. He would also like to know if there are any outstanding  
19 bonds on any of the streets. The Board will vote on the articles at next Monday's  
20 Selectmen's meeting.

21  
22 **Approval – One-Day Liquor License Application - Medway Youth Football and**  
23 **Cheer/Robert Patterson – Thayer Homestead – October 23, 2015:**

24 *The Board reviewed the following information: (1) Application; and (2) Police Chief's*  
25 *recommendations.*

26  
27 **Selectman White moved that the Board approve the one-day all alcohol license for**  
28 **Medway Youth Football and Cheer subject to fulfillment of the Police Chief's**  
29 **recommendations; Selectman D'Innocenzo; No discussion; VOTE 4-0-0.**

30  
31 **Approval – Public Event Permit - Medway Lions Annual Christmas Tree Sale:**

32 *The Board reviewed the correspondence from Carl Rice and Mike Griffin received on*  
33 *September 11, 2015.*

34  
35 **Selectman D'Innocenzo moved that the Board approve a Special Events permit for**  
36 **the Medway Lions' annual charity Christmas tree sale; Selectman White second; No**  
37 **discussion; VOTE 3-0-1(Crowley abstained).**

38  
39 **Approval – Banner Display Request – Medway Turkey Trot – 1 week between**  
40 **10/16/15-11/1/15:**

41 *The Board reviewed the Banner Display Request submitted by Chuck Dwyer.*

1 **Selectman D’Innocenzo moved that the Board approve the banner display request**  
2 **submitted for the Medway Turkey Trot for a 1 week period between 10/16/15-**  
3 **11/1/15 pending receipt of the associated fee; Selectman White second; No**  
4 **discussion; VOTE 4-0-0.**

5  
6 **Approval of Warrant:**

7 10/15/15 #16-16

8  
9 Town Bills \$637,054.12

10  
11 Total \$637,054.12

12  
13 **Selectman D’Innocenzo moved that the Board approve the warrant as read;**  
14 **Selectman White second; No discussion; VOTE 4-0-0.**

15  
16 **Approval of Minutes:**

17 **Selectman Crowley moved that the Board approve the meeting minutes from April**  
18 **6, 2015 as written; Selectman White second; No discussion; VOTE 4-0-0.**

19  
20 **Selectman Crowley moved that the Board approve the meeting minutes from May 4,**  
21 **2015 as written; Selectman White second; No discussion; VOTE 4-0-0.**

22  
23 **Selectman D’Innocenzo moved that the Board approve the meeting minutes from**  
24 **April 11, 2015 as written; Selectman White second; No discussion; VOTE 4-0-0.**

25  
26 **Selectman Crowley moved that the Board approve the meeting minutes from**  
27 **October 3, 2015 as written; Selectman White second; No discussion; VOTE 4-0-0.**

28  
29 The Board deferred the approval of the June 1, 2015 meeting minutes to the next  
30 meeting.

31  
32 **Town Administrator’s Report:**

- 33 • Administrator Boynton provided a status on the DPS facility project. The  
34 Committee is exploring using existing space on Industrial Road. The Committee  
35 will tour the space on October 20, 2015. If the Committee wants to pursue this  
36 option, further engineering work will need to be done to determine its suitability.  
37 The Town does not own the property that is being considered.
- 38 • The Director of Communications position has been advertised and the Town has  
39 received applications. Administrator Boynton said he is interviewing three of the  
40 candidates the week of October 26, 2015. He said it is important to make sure the  
41 funding is secure prior to making an offer.

- 1       • The Board needs to start putting together the State of the Town presentation for  
2       the Fall Town Meeting.  
3

4       **Selectmen:**

5       Crowley

- 6       • Selectman Crowley asked for a status on the open Treasurer/Collector position.  
7       • He asked the Board to review the PowerPoint for next Wednesday's public forum  
8       on the Exelon project and to submit questions, comments and feedback to  
9       Administrator Boynton.

10  
11       **At 10:35 p.m., Chairman Foresto moved to adjourn; Selectman White second; No**  
12       **discussion; VOTE 4-0-0.**

13  
14       Respectfully submitted,  
15       Michelle Reed

**Corrections requested to 10/19/15 Minutes:**

p. 2, line 5 – fossil fuel “plants”, not “plans”

p. 3, line 38 – insert “peaker”; had not denied peaker plants

p. 5, line 13 – “Medway’s special counsel to ask if the Board had any options to stop the project”

p. 6, line 16 – include reason why Mr. Crowley voted against

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**Board of Selectmen's Meeting**  
**October 19, 2015 -- 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 (7:10 PM).**

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Margaret Perkins, Director, Medway Public Library.

\*\*\*\*\*

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

**Approval – Notice of Grant Award – Library Services and Technology Act [LSTA] Grant - \$7,500:**  
*The Board reviewed a Notice of Grant Award, dated October 6, 2015.*

Present: Margaret Perkins, Director, Medway Public Library.

Ms. Perkins reported that this is a federal grant, and Medway's application emphasized grades 5-8, materials and a staff person to facilitate the program. A 4-H instructor will be teaching the program.

**Selectman D'Innocenzo moved that the Board of Selectmen approve the Library Services and Technology Act Direct Grant Program award in the amount of \$7,500; Selectman White seconded. No discussion. VOTE: 4-0-0. [Selectman Trindade had not yet arrived.]**

**Public Comments:**

A Highland Street resident identifying himself as Jeff expressed concern about the proposed Exelon expansion, noting he has done a lot of research to find out more and help promote awareness. A study just released in *Science Daily* published by the Harvard School of Public Health might provide additional information. He asked that the Board as well as the consultants review the document. He is also concerned about the signing of a PILOT agreement before the public forum takes place. A lot of facts need to be reviewed. He questioned whether the Board is concerned about the health and wellbeing of the community and asked the Selectmen to take their time evaluating all the facts on the expansion, not just the money it could bring in.

A Highland Street resident identifying herself as Heather stated she has lived in Medway for 12 years. She expressed concern that the agreement will be signed before the public forum and finds that disturbing. This expansion protects neither the health of Medway citizens nor the environment.

Mr. Brian Adams, 2 Milford Street, submitted for public record an article out of *Bloomberg Business*. He said they moved here because they like the historic district and the Medway's cleaner environment. He listed numerous concerns, explaining that he will write to the Siting Board to express them. He asked the Board to oppose the expansion, pointing out that it does not protect natural resources or the environment, nor does it have the best interests of the residents in mind.

1  
2 Mr. John Codman, 405 Village Street, stated he lives approximately 1/3 mile from the power plant,  
3 noting that he has owned stock in the company since 1987, even before it became Exelon. This was at a  
4 time when nuclear power plants were popular, and he bought the stock because he believed in the  
5 concept. Now Exelon is building fossil fuel plants. He is directly downwind from the plant, and if the  
6 plant is built, he will leave Medway. He is positive his property value will not be maintained if the plant  
7 expansion goes forward. He hopes that the Town or state will provide mitigation should property values  
8 suffer. Exelon's position is that people are already living near the power plant so the expansion will not  
9 have much impact on property values.

10  
11 Mr. Doug Sibley, 403 Village Street, acknowledged that the use of diesel fuel in the plant will help lower  
12 utility bills across the state, but stated he believes that Medway will suffer from this process. He briefly  
13 reviewed his position on the expansion, most notably that one of his children suffers from asthma and  
14 this may make it worse. He urged that the Board delay a vote on the Host Community agreement and  
15 the PILOT agreement until the public has had a chance to speak. Additional revenue to the Town does  
16 not make up for the damage to air quality.

17  
18 Mr. Brian Gagnon theorized that voting on the agreements tonight is a disservice to the Town. He asked  
19 if documents are signed whether there would be any recourse if the Town changes its mind after the  
20 public forum. Mr. Boynton responded that signing tonight allows the Board to put into play the  
21 mitigation that would be due the Town if the expansion is permitted to go forward in Medway. The  
22 consultants have weighed in on these agreements which provide a place to start negotiating. Attorneys  
23 have also played a great part in developing these agreements from both a legal and technical  
24 standpoint. Additionally, the Siting Board does not provide (nor accept) public opinion polls in its  
25 processes. The work that this Board is doing is intended to protect the Town. Mr. Gagnon urged the  
26 Board to take its time and hear what the public has to say before moving forward. Selectman Crowley  
27 urged Mr. Gagnon to attend the public forum where the consultants will explain what the maps and  
28 other documents represent to avoid misconception and misunderstanding.

29  
30 Mr. Chris Ash, 43 Cedar Farm Road, reported that he enjoyed time at the soccer fields recently and got a  
31 feel of what the community has to offer. He and his family moved to Medway six years ago looking for a  
32 sense of community. He expressed concern that many people in town do not know this is happening.  
33 He urged the Board to postpone the signing of the agreements until after the public forum. One week  
34 of delay will not hurt. If this plant is built, there will be a lot more particulates entering the atmosphere.

35  
36 Ms. Traci Stewart stated that six generations of her family have lived here. People did not know about  
37 this project and did not learn about it until the letter came out. She expressed concern about how the  
38 project has been publicized and communication with residents. She asked that the Board table the host  
39 agreement until it hears what people have to say on Wednesday evening. The well has not been given a  
40 permit by the Board of Health, although she did not know who governs that. She wondered who keeps  
41 track of how many gallons will be used and if it is too much. She asked if there is a timeline that  
42 residents can see.

43  
44 A Willow Tree Road resident stated he did not see a disadvantage in postponing the agreement. People  
45 should be able to weigh in on some components, i.e., property value fund, sunset clause, etc. He  
46 expressed concern about speed of permit issuance and the potential water use. It is early in the process  
47 and things can still change.

48



1 Mr. John Codman said he did not realize that a well was proposed for the property. He asked how they  
2 would be able to use that much water out of a well and not affect private wells in the area. He  
3 suggested consideration of some kind of mitigation if problems with wells are the result.

4  
5 Another resident identifying herself as Rachel asked the Board to please slow down and consider the  
6 environmental aspects. She expressed concern for the traffic in and out of the site, both during  
7 construction and after. She asked about the storm runoff, impact on the roadways, and the storage of  
8 chemicals onsite.

9  
10 Mr. Paul Mahoney stated he is in support of the expansion though he acknowledged that the residents  
11 have expressed good ideas. He emphasized the fact that the use of new natural gas turbines is part of  
12 an initiative from the EPA, preferable to the coal-fired plants that are currently in existence. The federal  
13 government's "greening" initiative is bringing these plants forward. There has already been a plant here  
14 for at least 30 years, and this is an upgrade to the existing facility. Mr. Mahoney admitted he is not in  
15 the know about a lot of things, but he knew about this. Exelon hosted a booth at Medway Pride Day this  
16 year. He said the EPA wants to limit greenhouse gas, and it has become a NIMBY issue (Not In My Back  
17 Yard). It is a fact of life that everyone will have to live with until there is a completely green solution.  
18 The revenue that comes to the Town will go a long way toward preserving and improving the things the  
19 community already has. Mr. Mahoney thanked the Board for all the work it has done to get the most  
20 out of Exelon.

21  
22 **Approval – Notice of Grant Award – Sustainable Materials Recovery Program Grant - \$5,000:**

23 *The Board reviewed a Notice of Grant Award, dated October 13, 2015.*

24  
25 Mr. Boynton stated this is an annual grant received from DEP. The funds will be used for public  
26 outreach and equipment to support collection, bins, roll off containers, etc.

27  
28 **Selectman Trindade moved that the Board of Select men approve the Sustainable Materials Recovery**  
29 **Program grant award from Massachusetts Department of Environmental Protection in the amount of**  
30 **\$5,000; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

31  
32 **Discussion/Vote – Exelon Project Host Community and PILOT Agreements:**

33 *The Board reviewed the following information: (1) Host Community Agreement between Town of*  
34 *Medway and Exelon West Medway II, LLC; and (2) Payment in Lieu of Taxes [PILOT] Agreement between*  
35 *Town of Medway and Exelon West Medway II, LLC.*

36  
37 Mr. Boynton explained that these agreements were generated by the Town's legal team and consultants.  
38 Historically, the Siting Board has not denied peaker plants. The relevant discussion falls to what is the best  
39 leverage of the Town and what mitigation can be put into place. He noted the discussion on property  
40 value impact has made it into only a couple of host community agreements. If the Town were to take a  
41 position of non-support, it loses the right to enact any kind of mitigation if the expansion goes forward.  
42 Each component was considered based on what department would be necessary to track compliance, and  
43 what factors are enforceable. The Town may impose certain rules and requirements on Exelon should the  
44 expansion be permitted. A host community agreement is always to protect the Town; it does not move  
45 the project forward any faster. He added that people can write letters to the Siting Board.

46  
47 It was clarified that any PILOT agreement has to be approved at Annual Town Meeting before it is  
48 forwarded to the Department of Revenue for review and approval.

DRAFT

1  
2 Selectman Trindade stated he went back and read a lot of Siting Board decisions, noting that they were  
3 based on a number of factors, including whether there was an existing site, proximity to gas supply and  
4 proximity to the energy grid. The Siting Board's job is to make sure that the state has the energy  
5 infrastructure that the state needs to meet supply, as well as meet the laws of the Commonwealth.  
6 Exelon does not have to agree to a host community agreement or a PILOT agreement.  
7

8 Selectman D'Innocenzo pointed out that the Board is not saying where the plant will be as that decision  
9 is made by the EFSB. The purpose of this agreement is to protect things that the Town is concerned  
10 about.  
11

12 Selectman White asked for clarification on the impact of a delay in signing the agreement. Mr. Boynton  
13 stated that the agreement is between the Town and Exelon. It is unclear if there would be any problem  
14 in waiting. Two reasons to hold off might be (1) a perception that enough people will attend to  
15 persuade the Town to change its direction and (2) that something new comes up that would prompt  
16 renegotiation. The Town was able to prevail on some important things contained within the agreement,  
17 such as protecting water usage, even though the agreement does not indicate endorsement of the  
18 project. The agreement does not expedite the permitting process; the permitting boards will be able to  
19 use their statutory powers to fully evaluate the components of each application. The Board wanted to  
20 be able to say it knows the following things have been agreed to. Exelon has signed the agreement.  
21

22 Ms. Stewart asked again to postpone signing the agreement as there may be new information  
23 Wednesday night.  
24

25 Mr. Boynton stated that the consultants have indicated that the components of the agreement are not  
26 harmful to the Town. Selectman Crowley stated that the Board pushed Exelon to sign the agreement so  
27 that it could be brought to the residents at the public forum. Otherwise, there would have been little  
28 information to share. The Board could not have told the other side of the story, and another public  
29 forum would have to be held.  
30

31 Mr. Adams emphasized that we are only asking for another week or so and asked the Board to give that  
32 week in order to listen to citizens.  
33

34 Mr. Boynton clarified that the desire of the Board is to provide information at the forum. People may  
35 speak against the expansion, but the most the Town can do on that front is submit that information to  
36 the EFSB.  
37

38 Selectman Trindade noted that every state has one of these boards. The EFSB can overrule any decision  
39 the Town makes. The EFSB hearing starts in December. The likelihood that the Town would prevail in  
40 any lawsuit is miniscule. The host agreement provides revenue and other things to help protect the  
41 community. Everyone here can contact members of the EFSB. Selectman Trindade encouraged  
42 residents to read the EFSB rules and procedures. The EFSB is charged with making sure that the state  
43 has enough energy to meet the demand.  
44

45 Selectman Crowley stated that the EFSB has never chosen not to issue a license for a "peaker" plant.  
46 Over the last few years, this plant has averaged a mere 80 hours of operation in a year. Mr. Boynton  
47 added that the turbines are not designed to run 24 hours a day, seven days a week. This is a quick-start

1 plant, up to fully functional status within 10 minutes. To be a full blown power plant, it would be a  
2 combined cycle plant.

3  
4 Selectman Crowley pointed out that the Board has been working on this for five months with over 250  
5 questions submitted to the consultants. Ms. Stewart commented that opposition is not necessarily the  
6 goal but the Board should be open to the possibility of new questions from residents. There could be  
7 new information that would benefit the host agreement.

8  
9 Selectman Crowley responded that the Board anticipated which departments and permits would be  
10 necessary, a process which would take several months to finalize. If any one of those boards rules  
11 against them on a legal point, Exelon can simply go to the EFSB to overrule it.

12  
13 Chairman Foresto stated he had the opportunity to speak with Medway's special counsel to ask if the  
14 Board had any options to stop the project if it did not want the expansion. He was informed the Town  
15 has no basis at all to stop this. Further, the special counsel would not take the case if the Town tried to  
16 do so.

17  
18 **Selectman Trindade moved that the Board of Selectmen vote to execute the *Host Community***  
19 ***Agreement between the Town of Medway and Exelon West Medway II, LLC; Selectman White***  
20 **seconded. No discussion. VOTE: 5-0-0.**

21  
22 **Vote – Fall Town Meeting Warrant Article Recommendations:**  
23 *The Board reviewed the revised Fall Town Meeting Warrant.*

24  
25 At this time, Mr. Boynton summarized each article and the Board voted its recommendation on each.

26  
27 **Selectman Trindade moved that the Board recommend Article 1: Fiscal Year 2016 Operating Budget**  
28 **Transfers, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

29  
30 **Selectman Trindade moved that the Board recommend Article 2: Purchase Dump Truck, as presented;**  
31 **Selectman D’Innocenzo seconded. Brief discussion followed on Article 2 with the following amended**  
32 **wording proposed by Selectman Trindade: “To see if the Town will vote to transfer from free cash the**  
33 **sum of \$165,000 for the purpose of funding the purchase of a dump truck and associated equipment,**  
34 **said appropriation to be expended by June 30, 2016, with unexpended funds as of June 20, 2016 being**  
35 **returned to the General Fund, or to act in any manner relating thereto” and to add the revised Article to**  
36 **the Warrant. Selectman White seconded the amendment. No discussion. VOTE: 5-0-0.**

37  
38 **Selectman Trindade moved that the Board recommend Article 3: Repair Winthrop Street Culvert, as**  
39 **presented; Selectman D’Innocenzo seconded. After brief discussion, Selectman Trindade moved that**  
40 **the words “raise and appropriate, borrow or transfer from available funds” be changed to “transfer**  
41 **from free cash” and to add the revised article to the Warrant; Selectman D’Innocenzo seconded the**  
42 **amendment. No further discussion. VOTE: 5-0-0.**

43  
44 **Selectman Trindade moved that the Board recommend Article 4: Repurpose Funds – Water Meter**  
45 **Replacement Project to Water Main Replacement Project, as presented; Selectman D’Innocenzo**  
46 **seconded. No discussion. VOTE: 5-0-0.**

1 **Selectman Trindade moved that the Board recommend Article 5: Repurpose Funds – Athletic Fields**  
2 **Project to High School Baseball Field Improvements, as presented; Selectman D’Innocenzo seconded.**  
3 **No discussion. VOTE: 5-0-0.**

4  
5 **Selectman Trindade moved that the Board recommend Article 6: Repurpose CPA Funds – Water**  
6 **Meter Replacement Project to Water Main Replacement Project, as presented; Selectman**  
7 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

8  
9 **Selectman Trindade moved that the Board recommend Article 7: Land Acquisition – 54R Adams**  
10 **Street, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

11  
12 **Selectman Trindade moved that the Board recommend Article 8: CPA Appropriation – Ecological**  
13 **study of Adams Street Area, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-**  
14 **0-0.**

15  
16 **Selectman Trindade moved that the Board recommend Article 9: CPA Appropriation – Trail Design**  
17 **and Engineering, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-1-0 –**  
18 **Selectman Crowley opposed.**

19  
20 **Mr. Crowley said he had a real problem with the trail going behind Larussi Way. He wants to see a map**  
21 **and where the trail is intended to go. Mr. Trindade said this article is to fund the engineering study to**  
22 **form a trail. There will be input from the community and applicable boards and commissions as to its**  
23 **path. Additionally, funding would need to be voted a future Town Meeting in order to construct the**  
24 **trail.**

25  
26 **Selectman Trindade moved that the Board recommend Article 10: CPA Appropriation -- Storywalk, as**  
27 **presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

28  
29 **Selectman Trindade moved that the Board recommend Article 11: CPA Appropriation – Update Parks,**  
30 **Open Space and Athletic Fields Master Plan, as presented; Selectman D’Innocenzo seconded. No**  
31 **discussion. VOTE: 5-0-0.**

32  
33 **Selectman Trindade moved that the Board recommend Article 12: Repurpose Funds – Water Meter**  
34 **Replacement Project to Water Main Replacement Project, as presented; Selectman D’Innocenzo**  
35 **seconded. No discussion. VOTE: 5-0-0.**

36  
37 **Selectman Trindade moved that the Board recommend Article 13: Prior Year Bills, as presented;**  
38 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

39  
40 **Selectman Trindade moved that the Board recommend Article 14: Amend General Bylaw – Penal**  
41 **Laws, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

42  
43 **Selectman Trindade moved that the Board recommend Article 15: Amend General Bylaws – Affordable**  
44 **Housing Trust, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

45  
46 **Selectman Trindade moved that the Board recommend Article 16: Street Acceptance – Pine Meadow**  
47 **Road and Lantern Lane, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**  
48

1 **Selectman Trindade moved that the Board recommend Article 17: Amend Zoning Bylaw – Additional**  
2 **Definitions, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

3  
4 **Selectman Trindade moved that the Board recommend Article 18: Revise Zoning Bylaws –**  
5 **Nonconforming Uses and Structures, as presented; Selectman D’Innocenzo seconded. No discussion.**  
6 **VOTE: 5-0-0.**

7  
8 **Selectman Trindade moved that the Board recommend Article 19: Amend Zoning Map – Multifamily**  
9 **Overlay District, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

10  
11 **Selectman Trindade moved that the Board recommend Article 20: Amend Zoning Bylaws – Design**  
12 **Review Process, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

13  
14 **Selectman Trindade moved that the Board recommend Article 21: Amend Zoning Bylaw – Sign**  
15 **Regulations, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

16  
17 **Selectman Trindade moved that the Board recommend Article 22: Amend Zoning Bylaw – Schedule of**  
18 **Uses Table, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

19  
20 **Selectman Trindade moved that the Board recommend Article 23: Amend Zoning Bylaw – Registered**  
21 **Marijuana Dispensary Host Community Agreement, as presented; Selectman D’Innocenzo seconded.**  
22 **No discussion. VOTE: 5-0-0.**

23  
24 **Selectman Trindade moved that the Board recommend Article 24: Amend Zoning Bylaw – Home**  
25 **Based Business, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Selectman Trindade moved that the Board recommend Article 25: Amend Zoning Bylaw – Adaptive**  
28 **Use Overlay District, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

29  
30 **Approval – One-Day Liquor License Application:**

31 *The Board reviewed the following information: (1) Application from Chase Barrett for Thayer Homestead,*  
32 *October 31, 2015; and (2) Memorandum from Police Chief. It is noted that the Town Administrator’s*  
33 *Office is still awaiting information on insurance coverage and will withhold license until all*  
34 *documentation is in order.*

35  
36 **Selectman D’Innocenzo moved that the Board approve one-day wine & malt license for Chase Barrett**  
37 **subject to fulfillment of the Police Chief’s recommendations, when received, and receipt of required**  
38 **insurance documentation; Selectman Trindade seconded. No discussion. VOTE: 5-0-0.**

39  
40 **Action Items from Previous Meeting:**

41 *The Board reviewed the Action Item List.*

42  
43 After brief discussion, it was agreed that #9 – Review Master Plan could be removed.

44  
45 **Approval of Warrants:**

46 *The Board reviewed Warrants 16-17S, 16-17SP and 16-17P.*

1 Selectman D’Innocenzo, Clerk, read aloud Warrants 16-17S, 16-17SP and 16-17P, dated 10/22/15,  
2 presented for approval:  
3  
4

5	16-17S	School Bills	\$ 288,144.46
6	16-17P	Town Payroll	\$ 308,104.41
7	16-17SP	School Payroll	<u>\$ 800,476.28</u>
8		TOTAL	\$1,396,725.15

9  
10 **Selectman Trindade moved that the Board approve the Warrants, as read; Selectmen White**  
11 **seconded. No discussion. VOTE: 5-0-0.**

12  
13 **Approval of Minutes:**

14 *The Board reviewed draft meeting minutes from Selectmen meetings held on June 15, 2015; July 14, 2015;*  
15 *July 14, 2015 (Joint meeting with Planning and Economic Development Board); July 14, 2015; July 20, 2015;*  
16 *August 12, 2015; and August 17, 2015.*

17  
18 Review of the minutes was postponed.

19  
20 **Town Administrator’s Report:**

21 Mr. Boynton opted to postpone his report.

22  
23 **Selectmen’s Reports:**

24 Selectman White announced that Medway Animal Control Officer Brenda Hamblin was named Animal  
25 Control Officer of the Year by the MSPCA. Only one individual is selected each year in Massachusetts.  
26 Brief discussion followed on this honor.

27  
28 Chairman Foresto extended congratulations to the Water Department on their rebate program.

29  
30 It was reiterated that the public forum on the proposed Exelon expansion is Wednesday, October 21 at  
31 the high school at 7 PM. The intent is to share information with as many residents as possible.

32  
33 **At 9:15 PM Selectman Trindade moved to adjourn; Selectman D’Innocenzo seconded. No discussion.**  
34 **VOTE: 5-0-0.**

35  
36  
37 Respectfully submitted,  
38 Jeanette Galliardt  
39 Night Board Secretary

**Board of Selectmen’s Meeting  
November 23, 2015, 6:30 PM  
Sanford Hall, Town Hall  
155 Village Street**

**Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk (6:37 PM); and Dennis Crowley, Member.**

Absent: Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; David D’Amico, Deputy Director, Department of Public Services; Susy Affleck-Childs, Planning and Economic Development Coordinator; Doug Havens, Community Housing Coordinator; Bob Weiss, Energy Manager.

\*\*\*\*\*

At 6:30 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

**At 6:31 PM Selectman Crowley moved that the Board enter into Executive Session under Exemption 3 to discuss strategy with respect to litigation [4-5 Kingson Lane] and Exemption 6 to consider the purchase, exchange, lease or value of real property [4-5 Kingson Lane and 6 Industrial Park Road] as discussion of both matters in an open meeting may have detrimental effect on the litigating and negotiating position of the Town, if the chair so declares that an open meeting may have such a detrimental effect, and to return to open session thereafter; Selectman White seconded. The chair did so declare. No discussion. Roll call vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**

\*\*\*\*\*

At 7:12 PM Chairman Foresto reconvened Public Session.

**Public Comments:**

A Summer Hill resident expressed concern for the recent filing of questions in conjunction with the proposed Exelon expansion. What would be the process in responding to those questions? Mr. Boynton responded that Friday, December 4, is the deadline. Brief discussion followed on process to call Special Town Meeting, signatures required, and an appropriate warrant article. Mr. Boynton pointed out that the Town has no jurisdiction on exemptions granted by the Zoning Board of Appeals as requested by the Siting Board. Other than a referendum, the only thing that could come to Town Meeting is an article to amend an existing Zoning Bylaw.

As the chief executive of the Town, the Board of Selectmen can offer opinion on a proposed exemption. They have already acted on a host agreement on behalf of the Town. Discussion followed on obtaining opinion from special counsel, Attorney Bernstein. The Board has not seen the questions yet, so will need to meet Monday, December 1 to review them.

Responding to a question from Selectman Crowley, Mr. Boynton confirmed that the Siting Board has the opportunity to override a denial if the ZBA denies the waiver on height.

1 The resident asked why the Board was exhibiting such animosity toward public comments. Chairman  
2 Foresto responded that the Board has been listening for 20 minutes. Mr. Boynton pointed out that the  
3 Board has spent countless hours reviewing information and listening to legal counsel on the appropriate  
4 fashion to protect the Town's best interests. The Board took a stance to protect the Town and shared  
5 this at the public forum.

6  
7 Mr. Charlie Myers, Curtis Lane, thanked everyone for their hard work, noting that he appreciated the  
8 explanation of the process. On the issue of additional terms, he would like to see some language on  
9 stack heights. How do we communicate our thoughts? Mr. Boynton asked that residents send their  
10 questions and concerns to him so that he can forward them to Attorney Bernstein for proper legal  
11 format. Will there be any outreach to committees on Master Plan and Zoning issues? Brief discussion  
12 followed on sound wall setback and stack height. Mr. Myers indicated he would prefer the higher stack  
13 height of 180 feet as it would help to reduce particulates closer to the ground. Discussion followed. Mr.  
14 Boynton thanked him for his questions and input. It is a tug-of-war situation, balancing technical  
15 information with resident requests.

16  
17 Ms. Heather Hill, Highland Street, theorized that, if the EFSB is asking for opinions, they must be  
18 interested. She asserted that, if most of the residents are against it, the Board is not really representing  
19 the Town. Selectman Crowley pointed out that the Board of Selectmen cannot influence the Planning  
20 Board or Zoning Board of Appeals in this or any other permitting process.

21  
22 Ms. Tracy Stewart stated that one of the discussions on the Host Community Agreement was about  
23 zoning variances, so how can the Board say it has no power. Mr. Boynton clarified that the Siting Board  
24 can rule on the plan without going to the ZBA. However, there must be a site plan and conversation  
25 relative to wetland issues, but the state can override local decisions. What is before the Planning Board  
26 is truck routes, dust control, etc. The Conservation Commission will have purview over the wetland  
27 issues with the filing of an ANRAD and a Notice of Intent.

28  
29 **Appointment – Capital Improvement Planning Committee, Kelly O'Rourke:**

30 At this time, Chairman Foresto reported that a vacancy has occurred on the Capital Improvement  
31 Planning Committee and a candidate, Kelly O'Rourke, has come forward. Brief discussion followed on  
32 Ms. Rourke's qualifications and current work with the committee.

33  
34 **Selectman Crowley moved that the Board appoint Kelly O'Rourke to the Capital Improvement  
35 Planning Committee for a period of time remaining on a term to end on June 30, 2017; Selectman  
36 White seconded. No discussion. VOTE: 4-0-0.**

37  
38 **Donation Acceptance and Authorization to Expend Donation Funds – Route 109 Pocket Parks, Up to  
39 \$30,000:**

40 *The Board reviewed the Donation Notice Form, dated 11/19/15.*

41  
42 Mr. David D'Amico, Deputy Director, Department of Public Services, reported that the department has  
43 constructed one pocket park on Mechanic Street. Mr. Fred Sibley designed it, and some contributions  
44 have been donated for it. There are two other potential sites that can be developed with donations of  
45 materials and labor in addition to a grant of \$2,300 and a donation of \$1,000.



1 **Selectman D’Innocenzo moved that the Board accept donations to support the Route 109 pocket**  
2 **parks and the expenditure of said donations not to exceed \$30,000; Selectman White seconded. No**  
3 **discussion. VOTE: 4-0-0.**

4  
5 **Acceptance of Deed from Charles River Village LLC:**

6 *The Board reviewed the following information: (1) Memorandum dated November 13, 2015 from Susy*  
7 *Affleck-Childs, Planning and Economic Development Coordinator; (2) Definitive OSRD Layout Plan entitled*  
8 *“Charles River Village” prepared by Faist Engineering, Inc., and revised May 30, 2013; and (3) Quitclaim*  
9 *Deed.*

10  
11 Ms. Susy Affleck-Childs, Planning and Economic Development Coordinator, stated that this is a request  
12 to agree to accept an open space parcel at the Charles River Village Development, noting that the Board  
13 approved this development several years ago. The background materials were included in the meeting  
14 materials packet for tonight’s meeting. She added that the Conservation Commission has already  
15 accepted the deed; now the Selectmen need to accept it as well.

16  
17 It was noted that the Conservation Commission will have the stewardship of the parcel. Ms. Affleck-Childs  
18 explained how the process works, and that separate acceptances are necessary.

19  
20 **Selectman Crowley moved that the Board of Selectmen accept the deed from Charles River Village LLC**  
21 **to convey to the Town of Medway, the 4.18 acre Open Space Parcel B as shown on the definitive Plan**  
22 **Charles River Open Space Residential Development, last revised May 30, 2013, also known as 0 Charles**  
23 **View Lane, Parcel 70-002-0100, for the purposes of conservation and open space.; Selectman White**  
24 **seconded. No discussion. VOTE: 4-0-0.**

25  
26 **Street Acceptances – Pine Meadow Road and Lantern Lane:**

27 *The Board reviewed an Order of Acceptance prepared by Attorney Amanda Zuretti of Petrini & Associates.*

28  
29 Ms. Affleck-Childs stated that this is the last step in the street acceptance process. Town Meeting has  
30 already voted acceptance. Once signed, this document will be recorded at the Registry along with the  
31 Mylar plan.

32  
33 **Selectman White moved that the Board of Selectmen order the acceptance of Pine Meadow Road and**  
34 **Lantern Lane in their entireties pursuant to Article 16 of the November 16, 2015 Fall Town Meeting**  
35 **and Chapter 387 of the Acts of 2011, and direct that the Order of Acceptance, together with original**  
36 **street acceptance plans, be recorded at Norfolk County Registry of Deeds within 30 days of the Town**  
37 **Meeting vote, in accordance with the provisions of said Chapter 387; Selectman D’Innocenzo**  
38 **seconded. It was noted that the Planning Board will sign the plan at its meeting tomorrow evening.**  
39 **No further discussion. VOTE: 4-0-0.**

40  
41 **Authorization of Chairman to Execute Green Communities Annual Report:**

42 *The Board reviewed the following information: (1) Memorandum prepared by Bob Weiss, Energy*  
43 *Manager; and (2) Medway’s Green Communities Annual Report.*

44  
45 Mr. Bob Weiss, Energy Manager, stated he was presenting Medway’s annual report for year six as a  
46 designated Green Community. He noted that the Town’s energy consumption has increased the last  
47 three years. Analysis is necessary to determine the causes and develop a better management plan.

1 There will be opportunity to secure another grant at the schools next year based on reduction in  
2 consumption.

3  
4 Responding to a question from Chairman Foresto, Mr. Weiss stated the report does impact the next  
5 grant cycle, especially if we can resolve the issues and improve the usage. He added that input from the  
6 Energy Committee will impact the nature of the major initiatives toward decreasing consumption.

7  
8 Mr. Charlie Myers asked if the report includes the Town Meeting action that was approved. Does it also  
9 include the meter usage and where that water meter is? Discussion followed. This past severe winter  
10 affected the solar capability from the schools.

11  
12 **Selectman D’Innocenzo moved that the Board authorize the chairman to execute the Green**  
13 **Communities annual report as presented; Selectman White seconded. Responding to a question from**  
14 **Selectman Crowley, Mr. Weiss stated that the Energy Committee has reviewed this but there is**  
15 **nothing formal for them to do regarding it. Chairman Foresto suggested the Energy Committee vote**  
16 **on the annual report and urged Mr. Weiss to hold a meeting of the committee to address this.**  
17 **Selectman D’Innocenzo amended his motion to add the words “after approval by the Energy**  
18 **Committee”; Selectman White seconded the amendment. No discussion. VOTE: 4-0-0 on amended**  
19 **motion.**

20  
21 **Authorization of Town Administrator to Execute Contract Amendment with Compass Project**  
22 **Management, Inc. Relative to the New DPS Facility, \$42,900:**

23 *The Board reviewed the following information: (1) Proposed Contract Amendment #1; (2) OPM Contract*  
24 *Expense Sheet; and (3) Original contract.*

25  
26 Mr. Boynton explained that this topic was discussed at length in executive session.

27  
28 **Selectman D’Innocenzo moved that the Board authorize the Town Administrator to execute contract**  
29 **amendment #1 with Compass Project Management in the amount of \$42,900; Selectman White**  
30 **seconded. No discussion. VOTE: 3-1-0 Crowley opposed for reasons expressed in Executive Session.**

31  
32 **Approval – One-Day Liquor License Applications:**

33 *The Board reviewed applications and recommendations from the Police Chief relative to events at the*  
34 *Thayer Homestead on the following dates: (1) Brooke Cassidy/Medway High School Class of 2010,*  
35 *November 25, 2015; (2) William Lambirth, November 29, 2015; (3) Todd Elliott/Medway Holiday Mish*  
36 *Mash Fundraiser, December 4, 2015; and (4) Gregg Katz, September 4, 2016.*

37  
38 **Selectman D’Innocenzo moved that the Board approve one-day all alcohol licenses for Brooke Cassidy,**  
39 **William Lambirth, Gregg Katz and Todd Elliott for their events to be held at the Thayer Homestead**  
40 **subject to fulfillment of the Police Chief’s recommendations and receipt of required insurance**  
41 **documentation; Selectman White seconded. No discussion. VOTE: 4-0-0.**

42  
43 **Action Items:**

44 Review of the Action Items was postponed until the full Board could be present.

45  
46 **Approval of Warrants:**

47 *The Board reviewed Warrant 16-22.*

1 Selectman D’Innocenzo, Clerk, read aloud Warrant 16-22, dated 11/25/15, submitted for approval:

2  
3 Town Bills \$822,428.95  
4 TOTAL \$822,428.95  
5

6 **Selectman D’Innocenzo moved that the Board approve the Warrant as read; Selectman White**  
7 **seconded. No discussion. VOTE: 4-0-0.**

8  
9 **Approval of Minutes:**

10 *The Board reviewed draft minutes from August 17, 2015 and August 31, 2015.*

11  
12 **Selectman Crowley moved that the Board approve the meeting minutes from August 17, 2015 and**  
13 **August 31, 2015, as presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

14  
15 **Town Administrator’s Report**

16 Mr. Boynton reported that the Fire Department bucket truck is permanently out of commission. A  
17 replacement needs to be located, hopefully at a cost somewhere in the \$30,000 – 40,000 range. He  
18 noted that he asked Chief Lynch to work with the Department of Public Services on securing a  
19 replacement, and then proceed with a funds transfer. Ideally, a pre-owned vehicle is preferable to new.

20  
21 Mr. Boynton reminded the Board of the following:

- 22 ➤ The FY17 budget policy and projections will be issued on December 7;
- 23 ➤ Christmas Parade & Fireworks will be Saturday evening; and
- 24 ➤ Town offices will be closing at noon the day before Thanksgiving and will remain closed until  
25 Monday, November 30.

26  
27 **Selectmen’s Reports**

28 Selectman D’Innocenzo extended kudos to the girl’s soccer team on their recent achievement, and to  
29 the Town for its support.

30  
31 Selectman Crowley concurred, noting that Medway played a strong game of soccer, and there was great  
32 community support.

33  
34  
35 **At 8:16 PM Selectman Crowley moved to adjourn; Selectman White seconded. No discussion.**  
36 **VOTE: 4-0-0.**

37  
38  
39 Respectfully submitted,  
40 Jeanette Galliardt  
41 Night Board Secretary

# **AGENDA ITEM #11**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #12**

**Selectmen's Reports**