

## **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**

**May 2, 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 – Rori Stumpf – Zoning Board of Appeals; Tracy Malcolm – Capital Improvements Planning Committee
2. Approval – Greater Attleboro-Taunton Regional Transit Authority (GATRA) Contract Extension – July 1, 2015 through June 30, 2016
3. Discussion (continued) – Recreational Areas Program Scope and Plan
4. Discussion – Potential Dates For Special Town Meeting
5. Donation Acceptance – Exelon Generation Co., LLC - \$50,000 for Legal Expenses
6. Approval – One-Day Liquor License Request - Catherine Knowles – Thayer Homestead – June 18, 2016
7. Action Items from Previous Meeting
8. Approval of Warrants
9. Approval of Minutes
10. Town Administrator's Report
11. Selectmen's Reports
12. Executive Session, Exemption 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the government's litigating position [COMMCAN, INC.] & Exemption 6: To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body [Review of 6/15/15, 7/2015, 8/17/15 & 8/31/15 Executive Session min's and vote on their release]

*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.*

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For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

May 9, 2016 ---- Annual Town Meeting

May 16, 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 - Rori Stumpf – Zoning Board of Appeals, Associate Member; Tracy Malcolm – Capital Improvements Planning Committee**

**Associated backup materials attached:**

- Memo from Stephanie Mercandetti
- Letter of Interest & Resume from Rori Stumpf
- Letter of Interest & Resume from Tracy Malcolm

**NOTE:** Tracy has met with the CIPC and is being recommended for the vacancy that exists at this time.

**Proposed Motion:** I move that the Board appoint Rori Stumpf as an associate member to the Zoning Board of Appeals for a 3 year term to expire June 30, 2019, and Tracy Malcom to the Capital Improvements Planning Committee for a term to expire June 30, 2019.



Town of Medway

**ZONING BOARD OF APPEALS**

155 Village Street, Medway MA 02053

(508) 533-3264 • FAX: (508) 321-4988

David J. Cole, Chairman  
Carol Gould, Clerk  
William Kennedy, Member  
Eric Arbeene, Member  
Brian White, Member

Date: March 16, 2016

To: Board of Selectmen

From: Zoning Board of Appeals

Re: Associate Member Candidate

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At our meeting on Wednesday, April 20, 2016, the Zoning Board of Appeals received a copy of the letter of interest and resume of Mr. Rori Stumpf who has expressed an interest in the Associate Member position with the Board. With his background and experience, we feel he would make an excellent addition to the Board.

The Board requests and enthusiastically recommends that the Board of Selectmen appoint Mr. Stumpf to this position.

Should you have any questions, please let us know.

Thank you.



Medway Town Hall  
155 Village Street  
Medway, MA 02053

To The Board of Selectmen:

**RE: APPLICATION TO SERVE ON THE ZONING BOARD OF APPEALS**

I hereby apply to serve on the Zoning Board of Appeals. My motivation is simply to serve Medway after having lived here happily for nearly 14 years. Should my application be accepted, I endeavor to execute my responsibilities in accordance with the law and in the best interests of Medway.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rori D. Stumpf', written over a circular scribble.

Rori D. Stumpf  
30 Broken Tree Rd.  
Medway, MA 02053

# RORI STUMPF

30 Broken Tree Rd, Medway, MA 02053-2448

(508) 214-1000 | r@stumpf.com

## Summary

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

## Skills

### Technology

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

### Platforms

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

### Development Tools

Eclipse, Visual Studio.

### Version Control

Git, Svn.

## Experience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Education

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

- Bachelor of Science, Computer Science

## Nationality

- US citizen

# TRACY MALCOLM



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April 27, 2016

Allison Potter  
Assistant Town Administrator, Town of Medway  
155 Village Street  
Medway, Ma 02053

Dear Ms. Allison Potter:

I recently became aware that the Capital Improvement Planning Committee (CIPC) is looking for volunteers to help evaluate the town's capital needs. As a Finance professional, and a Medway resident for more than 20 years, I think I may be able to be of some assistance to the committee. So with this letter I'd like to formally offer my skills and time to serve.

I've attached my resume for your consideration. Please feel free to contact me if you think that I may be a good fit.

Sincerely,

Tracy Malcolm  
Enclosure: Resume



# TRACY MALCOLM

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## FINANCIAL ANALYST

### *Data Assessment / Report Development / Regulatory Compliance*

Diligent and reliable professional with years of experience in a variety of finance-based environments; seeking a Financial Analyst position with a firm that will allow for professional growth. Demonstrated ability to excel in high-pressure settings that demand the willingness to be flexible. Adept at working effectively in both autonomous and cross-functional team environments. Proficient in Windows, MS Office, SAP, Hyperion Pillar, PeopleSoft, Oracle, Lotus Notes, iBuy, FoxPro, CAMS and Service Desk; able to quickly learn and master new technologies.

#### **Core competencies include:**

- Financial Reporting & Reconciliation
- Process Improvement Strategies
- Critical Thinking & Problem Solving
- Written & Verbal Communication
- Documentation & Reporting
- Asset Management
- Stakeholder Engagement
- Relationship Management
- Budget / Expense Allocation
- Billing Management

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## PROFESSIONAL EXPERIENCE

MARSH & MCLENNAN, Franklin, MA

### **ASSET MANAGEMENT DATA ANALYST (2008 – Present)**

Hold full accountability for Configuration Item Management as it relates to the cost of service reimbursement inventory for over 15K active hardware devices globally amounting to approximately \$110M in expense allocations for five operating companies annually. Managed invoices for all domestic hardware purchases, including approximately \$30M in new technology assets until 2013; also reconciled inventory and time/material expenses for select vendor maintenance contracts

- *Successfully discovered \$1.1M in vendor billing errors since starting in the role prior to automation and centralization of procurement and billing functions.*
- *Received a job grade promotion in 2012; did not include a title change but garnered freedom from invoice and vendor maintenance responsibilities due to new automation and internal organizational growth.*
- *Tasked with developing an organized approach to Contract Management for the hardware assets.*
- *Sought to better evaluate terms and seek cost efficiencies; currently, all different groups are managing and negotiating with the vendors for their respective departments.*
- *Aim to centralize the contracts in one application to create an effective reporting tool that will allow for better management.*

### **LEAD ADMINISTRATOR (2007 – 2008)**

Deployed, oversaw, and enhanced server and storage provisioning process to accelerate the implementation of new technology across four operating companies. Executed processes and provisioning by liaising with Project Managers, Server Engineers, Network Engineers and Server Operators; led conference calls to identify needs of each tower, reconcile differences in opinion and eliminate workflow conflicts.

- *Worked under a consolidation of processes called Marsh Global Technology Infrastructure Tower (MGTI) in 2007 to bring forth technological advances; consolidated towers of four different operating companies.*
- *Completed all necessary endeavors to create a process for assumed role as the Lead Provisioning Administrator at the very earliest stages.*
- *Negotiated and coordinated with Project Managers, Server Engineers, Network Engineers and Server Operators to determine each group's requirements to successfully build a central provisioning process; included customizing a new application tool to create a standard operating procedure.*

PUTNAM INVESTMENTS, Boston/Norwood/Franklin, MA

...continued...

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*Professional Experience Continued***FINANCIAL ANALYST (2005)**

Provided vital support to the Electronic Commerce, Internal Communications and Architecture departments within the Information Systems Division. Coordinated financial data for monthly reporting processes while simultaneously managing several vendor contracts and expenses. Effectively manages fees, contract terms, time and material expenses/invoices to assimilate monthly financial data for P&L purposes.

**MUTUAL FUND ANALYST (2001 – 2005)**

Handled contract interpretation, execution, and analysis as related to the expenses and revenues for 126 mutual funds; included Growth, Growth & Income, Value, Bond, Variable Trust, Closed-End, College Advantage and Fixed Income funds, which accounted for approximately \$250M annually. Coordinated and calculated retail mutual fund fees in a timely manner; included 12b-1, Management, 529 Plans and cost-of-service reimbursement related to the Transfer Agency and Defined Contribution businesses. Reconciled and billed funds for each of the Custodian relationships.

***Selected accomplishments:***

- *Successfully automated and re-engineered resources for calculating Individual Retirement Division and Defined Contribution Division cost-of-service reimbursements, Custody fund billing, Recaptured Custody, 529 fees and the Transfer Agency sub-accounting fees, including receivable tracking and fund allocation.*
- *Commended by the internal Sarbanes-Oxley Review team for creating and maintaining highly effective monitoring systems; all custody documents were recorded upon receipt, dated when processed, and required a sign-off by each handler at each stage of the process.*
- *Evaluated the integrity of source data used for the cost-of-service reimbursements in conjunction with the Finance Systems and Information Systems Divisions; many of the reports used were legacy reports long overdue for review regarding existing algorithms, as well as consideration for application enhancement.*
- *Developed and maintained new trend reporting and analysis for the funds Trustees; these were ad-hoc requests often used in Trustee quarterly reviews.*

**SENIOR ASSOCIATE FINANCIAL ANALYST (1999 – 2001)**

Worked closely with the VP of Finance Operations to assimilate and evaluate data for monthly P&L presentation to the COO and the Managing Director of Operations Finance Support; accounted for approximately \$100M annually. Budgeted, managed and reported monthly expenses for 18 cost centers, including monthly P&L reports for the SVPs of the Control, Communications, International Support and Client Services Divisions. Prepared monthly corporate variance reporting, expense reclassifications, headcount analyses, capital acquisitions, depreciation schedules, gain/loss reporting and compensation analyses; supported the quarterly accrual audits for Corporate Accounting. Served as the annual budget coordinator for three cycles. Managed the budget schedule and submissions prepared by the liaisons for five divisions; reconciled data to be submitted to Finance Operations.

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**ADDITIONAL EXPERIENCE**

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- **Event Planner**, Weston Nurseries (2006)
- **Retirement Agility Supervisor**, Putnam Investments (1998 – 1999)
- **Insurance Products Supervisor**, Putnam Investments (1997 – 1998)
- **Insurance Products Administration Supervisor**, Putnam Investments (1997)

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**EDUCATION**

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**Bachelor of Science**, University of Massachusetts at Amherst

# AGENDA

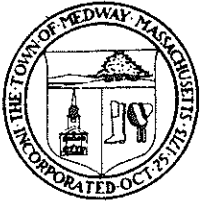
## ITEM #2

**Approval –Greater Attleboro-Taunton Regional Transit Authority (GATRA) Contract – July 1, 2015 through June 30, 2016**

**Associated backup materials attached:**

- Memo from Missy Dzikczek
- Contract and related materials

**Proposed Motion:** I move that the Board authorize the Chairman to execute the contract between GATRA and the Town as presented.



## MEDWAY COUNCIL ON AGING

76 OAKLAND STREET  
MEDWAY, MASSACHUSETTS 02053  
medwaycoa@townofmedway.org

TELEPHONE: (508) 533-3210  
FAX: (508) 533-0386

April 19, 2016

Memo

To: Michael Boynton

From: Missy Dziczek

MD

Re: GATRA Contract

Enclosed are two copies of the GATRA contract for period July 1, 2015 through June 30, 2016. I had requested GATRA make the changes suggested by Barbara St. Andre, but it took this long for them to get the contract to us with only the change as noted in Paragraph I.P. This is the same change that was made in the prior year's contract, which was acceptable to Barbara last year.



April 14, 2016

Ms. Missy Dziczek, Director  
Medway COA  
76 Oakland Street  
Medway, MA 02053

Dear Missy,

Sorry for the long delay in getting the contract back to you. I have reviewed the Town's general counsel's comments and suggestions with GATRA's attorney. Because of the nature of the contracts and the multiple areas in which we use them with the Councils on Aging, etc., the only changes we have agreed to make is to Paragraph I.P. on page 4.

If you still have trouble getting the enclosed two (2) copies of the FY2016 Contract executed on behalf of the Town, please let me know and our general counsels will have to get involved. If not, please have the authorized person for the Town sign both contracts and return one copy for our files.

If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in cursive script that reads "Francis J. Gay". The signature is written in black ink and is positioned above the printed name and title.

Francis J. Gay  
Administrator

Enclosures  
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CONTRACT BETWEEN  
 THE  
 GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY  
 AND  
 THE TOWN OF MEDWAY  
 FOR TRANSIT SERVICE TO THE ELDERLY AND DISABLED  
 AND LOCAL SHUTTLE ROUTES

Agreement this 1st day of July 2015, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and the Town of Medway, a duly organized and existing Massachusetts corporation, having a usual place of business in Medway, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

WHEREAS, GATRA desires to engage the Contractor to provide service within and between the service area as further described in Exhibit 1 and Exhibit 1-2 of the Agreement; and

WHEREAS, GATRA has identified a need for the provision of such service for elderly people and persons with disabilities residing in the above noted community; and

WHEREAS, GATRA has identified a need for the provision of local shuttle services to the Commuter Rail Station in the Town of Norfolk;

NOW, THEREFORE, GATRA and the Contractor in consideration of the mutual covenants and agreements below, do hereby agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE TOWN OF MEDWAY  
 (" Contractor")

- A. The Contractor agrees that all of its drivers shall be duly licensed and have valid medical cards as required by the Commonwealth of Massachusetts, and under the regulations of the Federal Highway Administration. The Contractor further agrees to review the motor vehicle record of each driver it employs to determine whether that driver meets minimum requirements for safe driving or is disqualified to drive a commercial motor vehicle.
- B. The Contractor agrees that all drivers prior to working under this contract shall have successfully completed training in the following: Disability Awareness, Accessible Lift Use & Passenger Securement, Drug & Alcohol Awareness for Safety Sensitive Employees, Defensive Driving, Bodily Fluid Spill procedures, Cardiopulmonary Resuscitation, and basic emergency first aid.

- H. The Contractor agrees to document and resolve, if possible, any valid service complaints it receives and forward a report of the complaint as well as the resolution to the GATRA administrative office within the calendar month it occurs. Further, the Contractor agrees to notify GATRA immediately if a Title VI complaint, as described in Section IV Subpart I., is received.
- I. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements as required by GATRA. Contractor shall also be responsible for data collection and other service evaluation activities as specified by the GATRA Administrator and set forth in Exhibit 2.
- J. The Contractor agrees to submit invoices to GATRA by the seventh 7th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibit 1 and Exhibit 1-2 of this Agreement and on the form provided.
- K. The Contractor agrees that it will maintain an accounting system for services rendered under this Agreement which is approved by GATRA.
- L. The Contractor is responsible for obtaining three estimates/quotes for any item to be purchased under this contract which exceeds \$500.00. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates/quotes.
- The Contractor shall utilize to the extent possible companies that are determined to be Disadvantaged Business Enterprises (DBE's) by the Massachusetts Supplier Diversity Office, as detailed in Section IV Subpart H of this contract. GATRA will assist the Contractor in locating these companies if necessary. The Contractor agrees to notify GATRA if it purchases from or contracts with a DBE.
- M. The Contractor agrees that liquidated damages as provided in Exhibit 4 of this contract shall be deducted from its compensation due under Section "II" Paragraph A for violations of this contract.
- N. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance

- B. GATRA agrees to notify the Contractor, in writing, within ten (10) days of the receipt of the monthly cost statement of any disallowed costs and the reason for such disallowance.
- C. GATRA will obtain and keep in force during the term hereof, forms and amounts of insurance coverage for GATRA owned vehicles operated under this agreement as deemed appropriate by GATRA. GATRA will add the Contractor as additional insured under such policies.
- D. GATRA shall have final authority in determining, from time to time, the types and schedules of service to be provided under this Agreement.
- E. GATRA agrees to notify the Contractor of any changes in service policies, in writing, a minimum of thirty (30) days prior to the planned change(s).
- F. GATRA shall determine the fares to be charged to the general public. GATRA reserves the right to change these fares with a minimum thirty (30) days written notice of such change(s) to the Contractor and subject to any public hearing requirements of GATRA.
- G. GATRA agrees to assume all responsibility for marketing activities related to the service(s) described in Exhibit 1 and Exhibit 1-2.

### III. GENERAL CONDITIONS

- A. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.
- B. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an agent for GATRA only in the lease or purchase of goods and services for use in providing the services described in Exhibit 1 and Exhibit 1-2. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.
- C. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.
- D. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not



charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

- C. School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- D. Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E. Clean Water/Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.  
  
(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- F. Privacy Act - The Contractor agrees to comply with, and assures compliance of its employees with, the provisions of the Privacy Act when work performed under this contract may involve the design, development or operation of a system of records on behalf of the Federal Government. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, GATRA and the Contractor and any of their employees are considered to be an employee of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violation of the Act. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.
- G. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and

with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

J. Termination

Termination for convenience: GATRA may terminate this contract, in whole or in part at any time by written notice to the Contractor when it is in the Government's best interest as determined by GATRA in its sole and exclusive discretion. The contractor shall be paid its costs associated with work performed up to time of termination. The Contractor shall promptly submit its termination claim to GATRA to be paid the Contractor. If the Contractor has any property in

- K. Access to Records and Reports – The following access to records requirements apply to this Contract:
- a. Whereas GATRA is a body politic and corporate and a political subdivision of the Commonwealth and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R.18.36 (I), the Contractor agrees to provide GATRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties mentioned in subparagraph K a., above, to reproduce by any means whatsoever or to copy excerpts and transcriptions of any and all business records of the Contractor as deemed reasonably necessary by the requesting party.
  - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).
- L. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GATRA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- M. No Obligation by the Federal Government – GATRA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GATRA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that

- b. Transit Employee Protective Requirements for Projects authorized by 49 U.S.C. ' 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. ' 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. ' 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
  
- c. Transit Employee Protective Requirements for Projects - Authorized by 49 U.S.C. ' 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
  
- P. Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests which would cause GATRA to be in violation of the FTA terms and conditions.

**EXHIBIT 1**

ELDERLY AND DISABLED SERVICE  
Term of Contract - From 7/1/15 to 6/30/16

Community: Medway, Operated by Medway Council on Aging

Number of Elderly in Community: 2,100

Service Characteristics: Dial-a-Ride Van Service; 24-Hour advance registration. And 4 daily morning and 3 daily evening trips during peak hours to Norfolk MBTA Station with stops from Medway Middle School and Village Street Post Office

Number/Type Vehicles: (1) 2012 Ford Starcraft VIN#1FDFF4FS3CDA62898  
(1) 2013 Ford E-350 VIN#1FDDE3FLXDDA59772

Days/Week: Monday-Friday with extended service as needed

Estimated Trips/Month: 200

Estimated Unduplicated Riders/Month: 60

**BUDGET:**

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director \$ _____	Wages \$ <u>61,875.</u>	Rental/Lease \$ _____
Dispatcher \$ <u>6,000.</u>	Fringes \$ _____	Radio Rental \$ _____
Telephone \$ _____		Lease
Supplies \$ <u>375.</u>		Depreciation \$ _____
Other \$ _____		Gasoline \$ <u>14,250.</u>
(Explain)		Maintenance/
		Repair \$ <u>3,000.</u>
		Insurance \$ _____
		Garaging \$ _____
		<b>TOTAL COST \$ <u>85,500.</u></b>

Contractor's Responsible Official:

Responsible Local Official:

NAME: Missy Dziczek

NAME: Michael Boynton

POSITION: Director Council on Aging

POSITION: Town Administrator

ADDRESS: 76 Oakland Street  
Medway, MA 02053

ADDRESS: 155 Village Street  
Medway, MA 02053

PHONE: (508) 533-3210

PHONE: (508) 533-3264

## EXHIBIT 2

### DIRECTIONS FOR COMPLETING OPERATING DATA REQUIREMENTS FOR GATRA

#### I. Forms to be maintained:

1. Daily Passenger Log
2. Monthly Service Summary
3. Vehicle Trip Survey
4. Passenger Inventory Card File (optional)
5. Requisition for Reimbursement (form for billing)
6. Weekly Time Sheets (where applicable)

The following information will assist you in completing the forms required for Elderly and Disabled van service. The monthly service summary form should be completed and sent to the Authority with the Requisition for Reimbursement for that month of operation.

If you have any questions about any of the forms and your requirements to complete this system, please contact GATRA.

#### II. The Daily Passenger Log

##### A. DISPATCHER - When a client calls to schedule a ride, the dispatcher enters:

1. Scheduled pick-up time
2. Passenger name
3. Pick-up address
4. Destination address
5. Revenue Collected
6. Wheelchair Lift, if necessary

The dispatcher then gives a copy of the log to the driver for that day's use.

##### B. DRIVER - At the start of the day, the driver enters the following: (1) date, vehicle number, and his/her name on the daily log; (2) starting time and starting odometer reading in the box on the daily log.

Under "Remarks" he/she records any:

1. No-shows (passenger doesn't show up for a trip)
2. Missed trips (driver doesn't show up for a trip)

At the end of the day, driver notes finish time and odometer reading. Using the start time and finish time he/she calculates the total number of hours the van was operated during the day. He/she returns the completed log to the dispatcher.

##### C. DISPATCHER -

1. Under "Revenue" please record:
  - a) Agency involved, if any
  - b) Passenger fare collected, if any

Non-ambulatory Non-elderly	Any person who must use the lift or the ramp to board the vehicle. Any person under the age determined by the transit authority to be eligible to use the transit service.
Non-group Trip	Individual trips by passengers, including passengers boarding at different addresses and arriving at the same destination; and passengers boarding at the same address and arriving at different destinations.
Passenger Trip	A one-way trip taken by a passenger. A round-trip is two passenger trips.
Revenue Hours	The number of miles the vehicle is driven while carrying any number of passengers. A vehicle carrying five passengers for sixty minutes has been in service for one revenue hour.
Revenue Miles	The number of miles the vehicle is driven while carrying any number of passengers.
Subscription	A trip scheduled on a regular daily or weekly basis by an individual or group.
Passenger Mileage	The number of miles a passenger was on board. Two passengers, riding together for 5 miles are 10 passenger trip miles.
Vehicle Hours	The time that the vehicle leaves for its first trip in the morning until it returns from its last trip at night.
Vehicle Miles	The number of miles the vehicle is driven as recorded on its odometer.

**REQUISITION FOR REIMBURSEMENT**

**Service: Medway Dial-A-Ride**

**Operator: Medway Council on Aging**

**Month:** \_\_\_\_\_

**Date:** \_\_\_\_\_

		Vehicle Operations		Vehicle Maint		General Admin		TOTAL EXPENSES
		DAR OP	DAR MED	DAR VM	DAR MED	DAR AD	DAR MED	
<b>LABOR</b>								
Operator Salaries & Wages	50000							
Other Salaries & Wages	51000							
<b>FRINGE BENEFITS</b>	52000							
<b>SERVICES:</b>								
Temporary Help	60030							
<b>MATERIALS &amp; SUPPLIES</b>								
Fuel & Lubricants	61000							
Tires & Tubes	61100							
Other Materials & Supplies	61200							
<b>MISCELLANEOUS EXPENSE</b>								
Office Supplies & Expense	66000							
<b>TOTAL EXPENSES</b>								
<b>FAREBOX RECEIPTS</b>	30000							
<b>TOTAL PAYABLE</b>								



EXHIBIT 3

**MEDWAY COUNCIL ON AGING**

76 Oakland Street  
Medway, MA 02053

**SERVICE: Fixed Route**

**MONTH:**

**DATE:**

	<u>Acct #</u>	<u>Customer Job</u>	<u>Class</u>	<u>Amount</u>
<b>REVENUE</b>				
Farebox Receipts	30000	FR OP	FR Medway	0.00
Pass Sales	30000	FR OP	FR Medway	0.00
<b>TOTAL REVENUE</b>				0.00
<b>EXPENSES</b>				
<b>VEHICLE OPERATION EXP</b>				
Operators Salaries & Wages	50000	FR OP	FR Medway	0.00
Fringe Benefits	52000	FR OP	FR Medway	0.00
Fuel & Lubricants	61000	FR OP	FR Medway	0.00
<b>TOTAL VEHICLE OPERATION EXP</b>				0.00
<b>VEHICLE MAINTENANCE EXP</b>				
Other Materials & Supplies	61200	FR VM	FR Medway	0.00
<b>TOTAL VEHICLE MAINT EXP</b>				0.00
<b>GENERAL &amp; ADMINISTRATIVE EXP</b>				
Other Salaries & Wages	51000	FR AD	FR Medway	0.00
Miscellaneous Expense	66000	FR AD	FR Medway	0.00
<b>TOTAL GENERAL &amp; ADMIN EXP</b>				0.00
<b>TOTAL EXPENSES</b>				-
<b>LESS REVENUE</b>				-
<b>TOTAL DUE:</b>				-

## EXHIBIT 4

### CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

It is agreed between the parties that damages for breach of certain provisions of this Contract would be difficult to ascertain and that liquidated damages should be employed to compensate the Authority for damages caused by such breaches. It is also agreed between the parties that this contract shall continue until terminated according to the appropriate provisions of the contract and that employment of this liquidated damage provision of itself shall not be grounds for termination of this Contract.

Liquidated Damages are as follows:

1. FAILURE TO WASH AND CLEAN VEHICLE EACH WEEK:  
Twenty-five and 00/100 (\$25.00) Dollars per breach.
2. FAILURE TO AFFIX AUTHORITY'S LOGO:  
Twenty-five and 00/100 (\$25.00) Dollars per breach.
3. FAILURE TO SUBMIT REPORTS UNDER SECTION I, PARAGRAPH "I"  
AND "O":  
Twenty-five and 00/100 (\$25.00) Dollars damage for each report not submitted on a timely basis, or if the submitted report is inaccurate or if the submitted report is incomplete, provided that the total failure to provide reports is a substantial breach of contract for which the Authority may terminate contract.
4. FAILURE TO REPORT MOTOR VEHICLE ACCIDENTS ON A TIMELY  
BASIS IN ACCORDANCE WITH SECTION I, PARAGRAPH "M":  
One hundred and 00/100 (\$100.00) Dollars per breach.
5. FAILURE TO REPORT OPERATIONAL PROBLEMS UNDER SECTION I,  
PARAGRAPH "N":

One hundred and 00/100 (\$100.00) Dollars per breach. This amount will be deducted if services are not provided for any one day as described in Exhibit 1 and Exhibit 1-2. Missed trips due to mechanical failure will not be assessed a penalty. However, if eight or more missed trips occur in any calendar month due to mechanical or other operational failure, a damage claim of twenty-five and 00/100 (\$25.00) Dollars will be assessed by the Authority. Repeated failures by the Contractor to perform the service as described in Exhibit 1 and Exhibit 1-2 will result in termination of the contract under Section III, Paragraph "J".

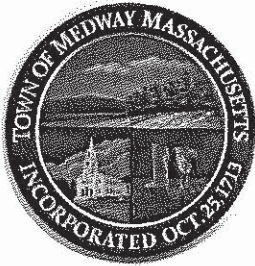
# **AGENDA**

## **ITEM #3**

**Discussion (continued) – Recreational Areas  
Program Scope and Plan**

**Associated backup materials attached:**

- Memo from Town Administrator Michael Boynton



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

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

Town Administrator  
*Michael E. Boynton*

**MEMORANDUM**

To: Board of Selectmen

From: Michael E. Boynton, *MEB*  
Town Administrator

Date: April 13, 2016

Re: Parks Project Scope & Task Plan

Following the CPC meeting and discussion on Monday evening, it is clear that the proposed project to provide improvements & enhancements to our various parks and playgrounds will require a wide level of input to ultimately achieve a successful outcome. Specifically, each "stakeholder" group in the process appears to desire participation in the process, and in the case of CPC they wish to be involved throughout the process. That being said, I offer the following suggestions on setting up this project going forward.

**STEERING COMMITTEE**

This one is simple. We should request EPFRAC to take the lead here. The current Chair, Ross Raliff, was present at the CPC meeting Monday night and agreed to this premise. As EPFRAC is currently constituted with a membership representing the Board of Selectmen, Parks Commissioners, CPC, Open Space Committee, Medway Schools, and Medway Youth Sports, their ability to bring the varied constituencies to the table at once is highly beneficial. However, to that I would suggest expanding their membership to include representatives from the Conservation Commission, Historical Committee, Finance Committee, and Friends of Choate Park as well. That will certainly provide for significant input throughout the design piece, and each Committee will have the needed input.

**PROPOSED TASK LIST**

- 1) Selectmen votes to task EPFRAC with project coordination, and further increases the membership to add FinCom, ConCom, Historical Commission, and FOCP representatives.
- 2) EPFRAC has initial meeting with BOS and CPC to discuss essential project components and to ensure compliance with original intent of Open Space Bond Bill. Additional meeting with State EOEEA as required.
- 3) EPFRAC meets to decide on design RFP criteria; works with Administration on technical compilation of RFP document.
- 4) EPFRAC to serve as evaluating committee for RFP submissions. Ranks respondents for eventual contract negotiations.

- 5) Upon successful negotiations, EPFRAC and TA recommend consulting design firm to BOS for approval.
- 6) EPFRAC has initial meeting(s) with design firm to establish goals and time line.
- 7) Initial public forum is held to receive input from the community at large. Facilitated by design consultant.
- 8) Pre-design meetings held (in joint session, with all Committee stakeholders. Additional discussions with BOS and department managers.
- 9) EPFRAC monitors progress of initial "conceptual" design with ongoing meetings with consultant. Consultant to utilize services of estimator to itemize projected costs, preferably on a "unit basis".
- 10) Preliminary drawings are presented to Committee stakeholders for input and comment. Specific meetings are held with BOS, CPC and ConCom.
- 11) Second public forum is held to present draft plans & drawings.
- 12) Following input, final plans are prepared and submitted to the various committees via EPFRAC.
- 13) Assuming support of plan at the Committee level, funding requests are requested for overall project. Town meeting action is sought.
- 14) If project is approved, design consultant prepares bid documents. Project is underway.

This is a very rough outline of possible project steps. However, I believe that it captures the preferences of those groups that have weighed in to date. Please certainly feel free to make any edits or suggested changes. Once approved by your Board, we can provide the program plan to CPC and EPFRAC for their review.

Thank you!

# **AGENDA**

## **ITEM #4**

**Discussion – Potential Dates for Special Town Meeting**

**No Associated backup materials.**

# AGENDA

## ITEM #5

**Donation Acceptance – Exelon Generation Co.,  
LLC - \$50,000 for Legal Expenses**

**No Associated backup materials.**

**Proposed Motion:** I move that the Board accept the Exelon donation and authorize the expenditure of these funds to pay for the Town's associated legal expenses.

# AGENDA

## ITEM #6

**Approval – One-Day Liquor License Request -  
Catherine Knowles – Thayer Homestead – June  
18, 2016**

**Associated backup materials attached:**

- One-day License Application
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approve a one-day liquor license for Catherine Knowles for an event at the Thayer Homestead June 18, 2016 subject to Police Chief's recommendations and evidence of appropriate insurance coverage.



**Board of Selectmen**

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



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

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

**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.

There is no fee for this license.

All Alcohol X Wine and Malt \_\_\_\_\_

Event Wedding Ceremony + reception

Name of Organization/Applicant Catherine F. Knowles

Address 725 Summer Street, Franklin, MA 02038

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

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 6/18/2016

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

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

Estimated attendance 80 people

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

Minimum age allowed: But there will be only one child in attendance, age 11  
All else are over 21

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

Services have been hired. They are recommended by the Thayer

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

Price structure: 4.00 for beer / 5.00 for wine / 7.00 for other

Alcohol server(s)

Attach Proof of Alcohol Server Training

attached

Provisions for Security, Detail Officer None needed

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

Experience "At Your Service" bartender is licensed and TIPS certified

The following may be required:

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

Date of Application 4/12/16

Applicant's Signature [Signature]

Applicant's Name Catherine F Knowles

Address 725 Summer St Franklin, MA 02038

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

Police Department \_\_\_\_\_ Date  
315 Village St

Fire Department \_\_\_\_\_ Date  
44 Milford St

Board of Health \_\_\_\_\_ Date  
Town Hall, 2<sup>nd</sup> Fl

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

**TIPS** On Premise      SSN:    XXX-XX-XXXX  
 Issued:    1/28/2016      Expires:    1/15/2019  
 ID#:        3395259        D.O.B.:    XXXX/XXXX

CHRISTIAN J PELOQUIN  
 110 S Main St  
 Milford, MA 01757-3273

For service visit us online at [www.gettips.com](http://www.gettips.com)  
 Wayne Belisle, 47051

**TIPS** On Premise      SSN:    XXX-XX-XXXX  
 Issued:    1/28/2016      Expires:    1/15/2019  
 ID#:        3395259        D.O.B.:    XXXX/XXXX

KRISTINE M PELOQUIN  
 110 S Main St  
 Milford, MA 01757-3273

For service visit us online at [www.gettips.com](http://www.gettips.com)  
 Wayne Belisle, 47051

**RESPONSIBLE ALCOHOL SERVICE**  
 CERTIFIES THAT  
*Kristine Pelosquin*  
 HAS SUCCESSFULLY COMPLETED THIS  
 RHODE ISLAND ALCOHOL SERVER TRAINING PROGRAM

10-6-14      10-6-17  
 ISSUED                      EXPIRES



# 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

April 28, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – Knowles Wedding Reception

I have reviewed the application for the <sup>one</sup> day liquor license request from Catherine Knowles for a wedding reception scheduled for June 18, 2016 at the Thayer House.

I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer, wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Bar service will be provided by employees of At Your Service Bartending. The two bartenders working this event are both T.I.P.S certified bartenders.

Respectfully Submitted

Allen M. Tingley  
Chief of Police

# **AGENDA**

# **ITEM #7**

## **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	Ongoing
5	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
6	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Ongoing
7	10/13/2015	Land Acceptances - BOS v ConCom	BOS/ PEBD	Pending
8	11/2/2015	Discussion - solid waste and recycling fees	BOS/DPS	April 2016
9	4/4/2016	Recreational Facility Improvements	BOS	ATM; Ongoing

# **AGENDA**

# **ITEM #8**

## **Approval of Warrants**

Warrants to be provided at meeting

# **AGENDA**

# **ITEM #9**

## **Approval of Minutes**

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

- March 7, 2016 Draft Minutes
- March 11, 2016 Draft Minutes



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

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Tom Holder, Director, Department of Public Services; David D'Amico, Deputy Director, Department of Public Services; Allen Tingley, Police Chief; Jeffrey Lynch, Fire Chief; Stephanie Mercandetti, Community Development Coordinator; Bob Weiss, Energy Manager.

Capital Improvement Planning Committee -- Michelle Reed, Chair; Peter Sigrist, Vice Chair; Kelly O'Rourke; and Dan Perkins.

Others Present: Diane Borgatti, Chair, School Committee; Shelley Wieler, Vice Chair, Energy Committee; Larry Ellsworth, Energy Committee.

\*\*\*\*\*

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

**Public Comments:**

Mr. Paul DeSimone reported that he has 250 signatures on a petition to indicate support for a permanent recreational facility for autistic children. He expressed concern for the large number of autistic children and the lack of recreational resources available to these individuals and their families. Camp Sunshine has no permanent location and a permanent spot for them should be built. Senator Spilka has indicated there are funds available for these types of needs.

Board members indicated they are very familiar with the program and are very supportive of initiatives to increase resources and programs. Selectman Trindade noted that a covered area adjacent to a playground is desirable and access to restroom facilities is essential. Such a facility would need to be available to all residents when not in use by Camp Sunshine.

**Discussion – Road and Sidewalk Master Plan:**

*The Board reviewed the following information: (1) Road and Sidewalk Master Plan; (2) FY16/FY17 Roadway Project Funding; (3) FY15 Roadway Project Funding; and (4) FY14 Roadway Project Funding.*

Present: Tom Holder, Director; Department of Public Services; David D'Amico, Deputy Director, Department of Public Services.

Mr. D'Amico briefly reviewed the spreadsheet, explaining each column and the criteria used in evaluation of existing roadways. A score of 100 is a brand new road; zero would be dirt with no pavement or concrete. Every entry with sidewalk cost is an existing sidewalk. Brief discussion followed. Mr. Holder cautioned that cracks could be inexpensively filled before they are past "the point of no return" which would help to prolong life and postpone a more thorough, and more costly, resurfacing effort.

1 Selectman Crowley asked for more detailed plans going forward with a better sense of current status and  
2 some kind of ability to track how sidewalks are handled. He suggested a five-year plan with annual lists  
3 of sidewalks to be considered.  
4

5 Mr. Boynton advised that it is better to prioritize road resurfacing while realizing the adjacent sidewalks  
6 will be done at the same time. Selectman Crowley pointed out entries on the list where the sidewalk is  
7 very bad while the associated roadway is still in good shape. What can be done with \$2 million? How  
8 many streets and/or sidewalks each year? Mr. D'Amico suggested that two Board members work with  
9 him to put together a list to bring back to the whole Board. Chairman Foresto asked that the list also  
10 carry the impact on staff, particularly whether there is an anticipated increase in staff. Mr. D'Amico  
11 added that, in the case of sidewalks, often additional work has to be done such as widening the walkway  
12 to be ADA compliant.  
13

14 At 7:29 PM Chairman Foresto suspended this discussion to address the public hearing agenda item.  
15

16 At 7:38 PM discussion continued on this matter. Mr. D'Amico continued his review of documents  
17 reflecting various projects. Discussion followed. Both Selectman Trindade and Selectman Crowley  
18 volunteered to work with Mr. D'Amico on preparing the five-year list itemized by year. Mr. D'Amico  
19 theorized that the list would be ready to come back to the Board in a month or six weeks.  
20

21 Selectman Crowley asked about Chapter 70 funds and whether they were included in Mr. D'Amico's  
22 lists. Mr. D'Amico responded that there would be \$151,574 as an unassigned balance in the Roadway  
23 Plan plus an additional \$406,000 in Chapter 90 funding expected in the spring or summer of 2017.  
24

25 Selectman Trindade asked about the quality of paving material. Mr. Holder stated there are paving  
26 consultants who can test our material to see if it has the right components in it. The Town has the right  
27 to have the material tested for quality.  
28

29 **Public Hearing (7:30PM) – Joint Pole Location Petition – Main Street:**

30 *The Board reviewed the following information: (1) Pole Petition; (2) Abutters List; and (3) Legal Notice.*  
31 *It is noted that all abutters have been notified within the 10-day window and a public hearing notice was*  
32 *advertised 2/26/16 in the legal section of the Milford Daily News.*  
33

34 **At 7:30 PM Selectman Trindade moved that the Board open a public hearing on the joint petition**  
35 **of Verizon and NSTAR to locate a pole on Main Street; Selectman D'Innocenzo seconded. No**  
36 **discussion. VOTE: 5-0-0.**  
37

38 Present: Thomas Blicharz, representing US Synergetic on behalf of Verizon; David D'Amico, Deputy  
39 Director, Department of Public Works.  
40

41 Mr. Blicharz stated that this pole will be called 97A, over 60 feet away from pole 98 and is necessary to  
42 serve new business. The plan is to place a pole on the main roadway for both companies to attach their  
43 wires to it, as well as a private property pole to span Route 109 and underground on the other side.  
44

45 Mr. D'Amico stated that, once the construction work begins on Route 109, this pole will have to be  
46 moved so we are considering this a temporary pole.  
47

48 Selectman Trindade expressed disappointment that the owners of the building needing service were not  
49 doing anything to improve the appearance of their building and property, and wondered if holding up the  
50 utility connection could motivate them to make some improvements. It was noted that those factors were  
51 not germane to this issue.

1  
2 There was no public comment.  
3

4 **At 7:36 PM Selectman Trindade moved that the Board close the public hearing on the joint petition**  
5 **of Verizon and NSTAR to locate a pole on Main Street; Selectman White seconded. No discussion.**  
6 **VOTE: 5-0-0.**  
7

8 **Selectman White moved that the Board approve the temporary placement of pole number**  
9 **T.97A/E.97A on the southeasterly side of Main Street which is 887 feet from the center line of**  
10 **Holliston Street, noting that the pole will have to be moved during Route 109 construction;**  
11 **Selectman Crowley seconded. No discussion. VOTE: 4-0-1 -- Trindade abstained.**  
12

13 **Review – Fiscal Year 2017 Capital Budget Recommendations:**

14 *The Board reviewed a document entitled “FY16/FY17 Recommended Projects”.*  
15

16 Present: Capital Improvement Planning Committee -- Peter Sigrist, Chair; Michelle Reed, Kelly  
17 O’Rourke, and Dan something or other.  
18

19 Ms. Reed briefly reviewed the list, sometimes explaining how the list has changed over time and how the  
20 committee made decisions on ranking each project. Chairman Foresto asked if they would choose the  
21 food service improvements or the classroom furniture. Ms. Reed responded that the furniture would not  
22 be funded in entirety, but phased in. It would likely be divided into portions, some for the food service  
23 equipment and some for the furniture. Brief discussion followed on various items on the list, i.e., voting  
24 booths.  
25

26 At this time, Selectman Crowley asked for the expected balance in enterprise accounts at the end of the  
27 fiscal year. The balance in the Water Enterprise Account was estimated at \$438,153. Brief discussion  
28 followed on whether or not some of that could be used to fund items on the list.  
29

30 **Vote Articles and Recommendations – May 9 Special and Annual Town Meeting Warrants**  
31 **(except those submitted by the Planning and Economic Development Board):**

32 *The Board reviewed the following information: (1) Special Town Meeting Warrant; and (2) Annual Town*  
33 *Meeting Warrant. It is noted that these votes are necessary to include articles in the warrant, and*  
34 *further, vote the Board’s recommendation on each article.*  
35

36 It was noted that there are still some missing pieces of information in some warrant articles as the specific  
37 information (dollar amounts) are not yet available. Those figures will be determined closer to Town  
38 Meeting. Mr. Boynton also provided a brief update on the net metering agreement.  
39

40 At this time, Chairman Foresto took Annual Town Meeting Article 19 out of order and called Mr. Jim  
41 Wieler forward to present information. Mr. Wieler explained that the \$10,000 is for a design study to  
42 help develop a boardwalk concept for the trails from the Medway high School Athletic Fields to Lovering  
43 Street, and would supplement the funds appropriated at the 2015 Fall Town Meeting. All the funds would  
44 be transferred to the Open Space Committee. **Selectman Trindade moved that the Board recommend**  
45 **Article 19 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**  
46

47 **Special Town Meeting Warrant**

48 **Article 1 -- Free Cash Transfer: Snow and Ice Deficit:** The Town Administrator is optimistic that storms  
49 are behind us and no deficit will exist. He asked that the words “sum of \$X” be changed to “a sum of  
50 money” with no dollar figure. Selectman Crowley suggested that CIPC be consulted to see what item  
51 they would abandon if there should be a storm and resulting deficit. **Selectman Trindade moved that**

1 **the Board recommend Article 1 as amended; Selectman D’Innocenzo seconded. No discussion.**  
2 **VOTE: 5-0-0.**

3  
4 Article 2: Solid Waste Retained Earnings Transfer: Waste Loader Repair: **Selectman Trindade moved**  
5 **that the Board recommend Article 2 as presented; Selectman D’Innocenzo seconded. No**  
6 **discussion. VOTE: 5-0-0.**

7  
8 Article 3: Extend Expenditure Deadline – May 2015 Special Town Meeting Article 9 – Shaw Street  
9 Bridge Repair: Mr. Boynton reported the work is a collaboration of two towns. It was noted that a  
10 remaining amount of \$40,000 will pay for Medway’s share of the design and other associated costs.  
11 **Selectman Trindade moved that the Board recommend Article 3 as presented; Selectman**  
12 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

13  
14 Article 4: Transfers to Electricity Accounts – Selectman Crowley expressed concern for the language  
15 regarding funds and funds transfers, and the fact that a dollar amount is not specified. Could it be broken  
16 up by fund and for what purpose? Mr. Boynton responded that the language can be smoothed out a little,  
17 but clarified that the motion at Town Meeting will be very specific. **The Board’s recommendation will**  
18 **be To Be Determined (TBD) for the time being.**

19  
20 Article 5: Transfer to Revaluation Account: **Selectman Trindade moved that the Board recommend**  
21 **Article 5 as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

22  
23 Article 6: Prior Year Bills: **Selectman Trindade moved that the Board recommend Article 6 as**  
24 **presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

25  
26  
27 Annual Town Meeting Warrant

28 Article 1 – Approve Exelon PILOT: Mr. Boynton clarified that the establishment of this agreement  
29 would not impact the Town’s position as intervener. **Selectman Trindade moved that the Board**  
30 **recommend Article 1 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

31  
32 Article 2 – ESCO Stabilization Reserve Transfer: **Selectman Trindade moved that the Board**  
33 **recommend Article 2 as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

34  
35 Article 3 – Appropriation: FY17 Operating Budget: **Selectman Trindade moved that the Board**  
36 **recommend Article 3 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

37  
38 Article 4 – Appropriation: FY17 Water Enterprise Fund: Selectman Crowley expressed concern that this  
39 fund needs to be reviewed to see if the rates can be used to offset the revenue. What is the offset? There  
40 are no figures. If we can get some figures and evaluation criteria, then article language could be modified  
41 before Town Meeting. Mr. Holder stated the Water and Sewer Commission got the proposed rates at its  
42 meeting earlier this evening, and the water rate increase is estimated at 12.5%. The Water and Sewer Board  
43 does not set the rate until June. Discussion followed on retained earnings and how that money can be used.  
44 **Board recommendation = TBD.**

45  
46 Article 5 --Appropriation: Fy17 Sewer Enterprise Fund: **TBD**

47  
48 Article 6 --Appropriation: FY17 Solid Waste Enterprise Fund: Discussion on keeping rates unchanged.  
49 Selectman Trindade asked how the Board will know if the rates are reasonable. It was noted that  
50 Medway’s rates cannot be compared to those of other towns if those towns are supplementing with Town

1 funds, making it an apples to oranges comparison. **Selectman Trindade moved that the Board**  
2 **recommend Article 6 as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

3  
4 Article 7-- Appropriation: FY17 Ambulance Enterprise Fund: **Selectman Trindade moved that the Board**  
5 **recommend Article 7 as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

6  
7 Article 8 -- Free Cash Appropriation: Capital and Other Items: This is the CIPC recommendation as present.  
8 It was reiterated that, if there is a snowstorm, this article will have to be revisited. **Selectman Trindade**  
9 **moved that the Board recommend Article 8 as presented; Selectman D’Innocenzo seconded. No**  
10 **discussion. VOTE: 5-0-0.**

11  
12 Article 9 – Capital Program: Information Services: **Selectman Trindade moved that the Board**  
13 **recommend Article 9 as presented; Selectman D’Innocenzo seconded. There was discussion on**  
14 **specifying that \$100,000 would come from Free Cash and \$43,000 as the amount for appropriation.**  
15 **Selectman Trindade amended his motion to reflect this; Selectman D’Innocenzo seconded the amended**  
16 **motion. No further discussion. VOTE: 5-0-0.**

17  
18 Article 10 – Water Enterprise – Equipment: **Selectman Trindade moved that the Board recommend**  
19 **Article 10 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

20  
21 Article 11 – Replacement Ambulance: There was discussion to break down the total dollar figure as follows:  
22 \$120,000 from the Ambulance Enterprise Account and \$140,000 borrowed for a total of \$260,000.  
23 **Selectman Trindade moved that the Board recommend Article 11 as amended; Selectman D’Innocenzo**  
24 **seconded. No discussion. VOTE: 5-0-0.**

25  
26 Article 12 – Fiscal Stability Transfer – Security Improvements at Elementary Schools: **Selectman Trindade**  
27 **moved that the Board recommend Article 12 as presented; Selectman D’Innocenzo seconded. No**  
28 **discussion. VOTE: 5-0-0.**

29  
30 Article 13 – Borrowing: Board of Health Water Pollution Abatement Projects: It was noted that someone  
31 will be on hand at Town Meeting to explain these projects. **Selectman Trindade moved that the Board**  
32 **recommend Article 13 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

33  
34 Article 14 – Appropriation: Medway Day: **Selectman Trindade moved that the Board recommend**  
35 **Article 14 as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

36  
37 Article 15 – Fund OPEB Trust: **Selectman Trindade moved that the Board recommend Article 15 as**  
38 **presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

39  
40 Article 16 – Create Athletic Fields Stabilization Fund; Transfer \$25,000: Selectman D’Innocenzo asked  
41 about the other surplus funds and if those would be included in this project Mr. Boynton responded that  
42 there was a report of \$99,000 in the account, and after a full year, it is anticipated that the funds should  
43 generate \$150,000. An annual transfer of \$100,000 would help build up a nice amount that would help with  
44 field replacement, maintenance or repair. Brief discussion followed. **Selectman Trindade moved that the**  
45 **Board recommend Article 16 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

46  
47 Article 17 – Authorize Revolving Funds: **Selectman Trindade moved that the Board recommend**  
48 **Article 17 as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

49  
50 Article 18 – Appropriation: Community Preservation Committee: Because no dollar amounts are yet  
51 available, the Board’s recommendation is **TBD.**

1  
2 Article 19 – CPA Appropriation: Trail Design and Engineering: This article was handled earlier in the  
3 evening with a **5-0-0 vote to recommend.**  
4

5 Article 20 – CPA Funds: Historical Document Preservation: Selectman White, speaking as Town Clerk,  
6 specified that this would be used for Vital Records as well as documents relative to Town Meeting.  
7 **Selectman Trindade moved that the Board recommend Article 20 as presented; Selectman**  
8 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**  
9

10 Article 21 – CPA Funds: Playground Improvements: More information is forthcoming. The Board’s  
11 recommendation at present is **TBD.**  
12

13 Article 22 – Accept Gift of Land and Fund Relation Acquisition Costs: The Town Administrator  
14 recommended the Board hold its recommendation on this article. **TBD**  
15

16 Article 23 – Authorization to Pursue Municipal Aggregation: Representatives from the Energy  
17 Committee consisting of Shelly Wieler, Vice Chair and Larry Ellsworth, Member were present as well as  
18 Bob Weiss, Energy Manager. Ms. Wieler explained that, when a broker makes a deal with the electric  
19 suppliers on behalf of all the energy users in the community, the default supplier is determined. This  
20 provides a lower cost as an aggregate and ability to purchase energy at a lower rate. As a committee we  
21 were not comfortable as benefits were not obvious, but MAPC has done a lot of work to validate and vet  
22 the vendors which makes this process easier. We can follow that program or do our own. This article  
23 “allows” the board to look into it, but it is not a requirement. The Energy Committee voted unanimously  
24 on February 17, 2016 to bring this article forward. Discussion followed. **Selectman Trindade moved**  
25 **that the Board recommend Article 23 as presented; Selectman Crowley seconded. No discussion.**  
26 **VOTE: 5-0-0.**  
27

28 Article 24 – Amend General Bylaw – Hunting on Town Land: **Selectman Trindade moved that the Board**  
29 **recommend Article 20 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**  
30

31 The Board will conclude review of the remaining articles at a later date.  
32

33 **Discussion – Inter-Municipal Agreement – Mutual Aid – Police:**

34 *The Board reviewed a Mutual Aid Agreement.*  
35

36 Present: Allen Tingley, Police Chief.  
37

38 Chief Tingley briefly explained how the department participates when aid is requested by the Town of  
39 Franklin, and the reciprocal nature of the agreement. Ms. Potter noted that there was additional language  
40 added, namely the words “to the extent allowed by law”.  
41

42 **Selectman Trindade moved that the Board approve an inter-municipal agreement with the Town of**  
43 **Franklin for Police mutual aid, as presented; Selectman D’Innocenzo seconded. No further**  
44 **discussion. VOTE: 5-0-0.**  
45

46 **Approval – Common Victualler License Transfer – Medway Village Pizza:**

47 *The Board reviewed a License Application from Ayman Abdelmesih. It is noted that all mandatory*  
48 *documents have been received and signed off by all necessary departments.*  
49

50 Present: Ayman Abdelmesih, applicant.  
51

1 **Selectman Trindade moved that the Board approve the transfer of the common victualer license**  
2 **associated with Medway Village Pizza doing business at 135 Village Street from George Kosivas to**  
3 **Ayman Abdelmesih; Selectman White seconded. No discussion. VOTE: 5-0-0.**

4  
5 **Vote to Terminate – Summer Recreation Program – Inter-Municipal Agreement – Franklin:**  
6 *The Board reviewed the following information: (1) Inter-municipal agreement with the Town of*  
7 *Franklin; and (2) Letter dated March 3, 2016 from the Town of Medway Park Commissioners to the*  
8 *Board of Selectmen.*

9  
10 **Selectman Trindade moved that the Board vote to terminate the inter-municipal agreement**  
11 **between the Town of Franklin and the Town of Medway for Franklin to provide recreation**  
12 **services; Selectman White seconded. No discussion. VOTE: 5-0-0.**

13  
14 **Selectman Crowley asked the Town Administrator to send a letter to Franklin thanking them for**  
15 **their assistance on this.**

16  
17 **Discussion – Fire Pole Disposition:**

18 *The Board reviewed the following information: (1) Conveyance and Sale Authorization to Convey one*  
19 *“used” fire pole; and (2) Letter dated March 2, 2016 from the Town of Carver.*

20  
21 Present: Jeffery Lynch, Fire Chief.

22  
23 Chairman Foresto asked why the Fire Department no longer wanted the fire pole. Chief Lynch  
24 responded that the pole opening allows excess fumes from the garage area to enter the living area on the  
25 second floor, presenting a health hazard.

26  
27 **Selectman Trindade moved that the Board approve the authorization to convey one (1) used fire**  
28 **pole and authorize the chair to execute the agreement; Selectman D’Innocenzo seconded. No**  
29 **discussion. VOTE: 5-0-0.**

30  
31 **Approval – One-Day Liquor License Applications:**

32 *The Board reviewed the applications and Police Chief’s recommendations from the following applicants*  
33 *for their respective events: (1) Dianne Smith, Thayer Homestead, March 11, 2016; (2) Denise Centola,*  
34 *Thayer Homestead, March 19, 2016; (3) Holliston Lions, St. Joseph’s Hall, March 19, 2016; and (4) Amy*  
35 *Gilooly, Thayer Homestead, March 20, 2016.*

36  
37 **Selectman Trindade moved that the Board approve all one-day liquor licenses as presented subject**  
38 **to the Police Chief’s recommendations and evidence of appropriate insurance coverage for each**  
39 **respective event; Selectman White seconded. No discussion. VOTE: 5-0-0.**

40  
41 **Approval – Project Funding Agreement Contract Amendment – John D. McGovern School:**

42 *The Board reviewed the following information: (1) Letter from MSBA; (2) Amendment #1 – Project*  
43 *Funding Agreement; and (3) Summary of the grant funds. .*

44  
45 **Selectman Trindade moved that the Board approve the McGovern School Project Funding**  
46 **Agreement amendment #1 which reflects an adjustment in the total project budget and total**  
47 **facilities grant for the project; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

48  
49 **Discussion - Choate Park/Recreation Facility Improvements:**

50 *The Board reviewed the following information: (1) Master Plan Update from Gale Associates; and*  
51 *(2) Scaled Funding Plan.*

1  
2 Mr. Boynton briefly reviewed the update from Gale Associates and his recommendations in a phased  
3 program of improvements. Selectman D’Innocenzo expressed concern that, if a soccer field is  
4 constructed, it eliminates another baseball field. There needs to be further review of Phase 3. Discussion  
5 followed on \$1 million in state funds available as identified by Senator Spilka at the Legislative  
6 Breakfast. Selectman Crowley was ok with Phase 1. Mr. Boynton will ask the Commonwealth to  
7 approve a two-phase plan, and ask if they will commit to the first phase. That would be the only thing on  
8 the warrant. Discussion followed. Mr. Boynton will also check with Senator Spilka for her guidance on  
9 the best way to present it to the State.

10  
11 Selectman Crowley expressed concern that the volleyball court may or may not be used on a regular  
12 basis. It was agreed to check with the Police Department to see if there have been any issues with the  
13 way the court is being used.

14  
15 **Action Items from Previous Meeting:**

16 *The Board reviewed the Action Items List.*

17  
18 Mr. Boynton reported that there are no specific updates.

19  
20 **Approval of Minutes:**

21 *The Board reviewed draft minutes from October 13, 2015; January 4, 2016; and January 19, 2016.*

22  
23 **Selectman Trindade moved that the Board approve the minutes from October 13, 2015; Selectman**  
24 **White\_ seconded. No discussion. VOTE: 5-0-0.**

25  
26 Selectman Crowley asked for clarification on a vote in the minutes from January 4, 2016 and to hold  
27 voting on the minutes.

28  
29 **Selectman Trindade moved that the Board approve minutes from January 19, 2016; Selectman**  
30 **White seconded. No discussion. VOTE: 5-0-0.**

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

33 Mr. Boynton reported that Medway had received \$44,000 in state funds earmarked for Stormwater  
34 Management. He asked that the Board vote to receive the funds and authorize him to sign on the  
35 documentation. **Selectman Trindade moved that the Board authorize the Town Administrator to**  
36 **sign the documents relative to \$44,000 in state funds; Selectman D’Innocenzo seconded. No**  
37 **discussion. VOTE: 5-0-0.**

38  
39 Mr. Boynton reported that Mary Becotte is working on the Medway Matters Newsletter as well as video  
40 segments. Ms. Becotte reported that production on the first segment was finishing up and should be  
41 ready in a couple of weeks.

42  
43 Mr. Boynton acknowledged that Medway has a great way of working together. There is now a post on  
44 Facebook that identifies him as a Power Plant architect, and he was not happy about personalizing the  
45 issue. What was done in Walpole several years ago has nothing to do with this situation. The Town has  
46 been transparent in every way. There are people who are opposed, but some are crossing the line. The  
47 individual who posted the comments included incorrect information, and as the person remains  
48 anonymous, Mr. Boynton has no one to approach to correct the information.



1 Selectman Trindade pointed out that it is often the vendor who chooses to hold meeting in a non-public  
2 forum to avoid alerting their competition that there are viable sites or projects out there. He reiterated the  
3 Town Administrator's assertion that there have been no secret meetings at the request of public officials.  
4

5 Mr. Boynton closed his report by stating that he would be attending an Energy Forum in Hopkinton on  
6 Wednesday, noting the Lt. Governor Healey and Selectman Trindade will be on the panel.  
7

8 **Selectmen's Reports:**

9 Selectman Crowley extended congratulations to the Medway High School cheerleaders for winning their  
10 division and going to state competition.  
11

12 Selectman Crowley expressed concern that Eversource outages are increasing and wondered why it is  
13 happening. Discussion followed on storm-related damages and recent high winds.  
14

15 Noting that the Town Administrator had forwarded a document explaining the Exelon PILOT agreement,  
16 Selectman Crowley stated he would like feedback before the document is publicly posted.  
17

18 Selectman Trindade asked if there could be a retirement event for Missy Dzikczek, Director of the Council  
19 on Aging. Selectman White added that she and Mr. Boynton have discussed creating a video segment on  
20 Ms. Dzikczek's career in Medway. It was noted that, if official proclamations are desired from the  
21 legislative delegation, four to six weeks advance notice is advised.  
22

23 Selectman D'Innocenzo spoke highly of all the accomplishments by the athletic teams, topping records  
24 set by earlier teams. He also attended an Eagle Scout Court of Honor with Glenn Trindade yesterday and  
25 was most impressed at the number of scouts in Medway achieving this rank.  
26

27 Chairman Foresto reminded residents that Medway's Annual Clean Sweep is coming up on Saturday,  
28 April 9 and encouraged everyone to get involved.  
29

30  
31 **At 10:05 PM Selectman Trindade moved to adjourn; Selectman D'Innocenzo seconded. No**  
32 **discussion. VOTE: 5-0-0.**  
33

34  
35 Respectfully submitted,  
36 Jeanette Galliardt  
37 Night Board Secretary  
38

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

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

6 **March 11, 2016 at 8:00 AM**

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

9 **Present:** Chairman John Foresto, Selectmen Maryjane White and Glenn Trindade

10 **Other Staff Present:** Town Administrator Michael Boynton, Finance Director Carol Pratt, DPS Director  
11 Thomas Holder and DPS Deputy Director David Damico.  
12

13 At 8:07 a.m. Chairman Foresto called the meeting to order and led in the Pledge of Allegiance.  
14

15 **Approval – Contract for the Brentwood drainage project – CC Construction, INC. - \$294,629.27**

16 *The Board reviewed a template contract between CC Construction Inc. and The Town of Medway.*  
17

18 Chairman Foresto and Carol Pratt briefly discussed the financing of this project. Carol clarified that this  
19 funding comes from a MEMA Grant as well as borrowed funds.  
20

21 **Selectmen Trindade moved that the Board authorize the Chairman to execute a contract in the**  
22 **amount of \$294,629.27 with CC Construction, Inc. to complete the Brentwood drainage project.**  
23 **Selectmen White seconded. No discussion. Vote 3-0.**  
24

25 **At 8:10 a.m. Chairman Foresto moved to adjourn; Selectmen White seconded. No discussion.**  
26 **VOTE 3-0.**

# **AGENDA**

# **ITEM #10**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #11**

**Selectmen's Reports**