

Board of Selectmen

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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

August 1, 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. Appointment – Representative to GATRA – Courtney Riley
2. Approval – Contract with Greater Attleboro-Taunton Regional Transit Authority (GATRA)
3. Approval - Police Mutual Aid Agreement – Town of Holliston
4. Update – Community Preservation Committee Matters – Mark Cerel, Chair
5. Approval – One-Day Liquor License Requests
 - a. Noreen Sheridan – Thayer Homestead – August 14, 2016
 - b. Randall Benoit – Thayer Homestead – August 20, 2016
 - c. Medway Community Farm – August 20, 2016
 - d. Suzanne Glover – Thayer Homestead – September 9, 2016
 - e. Jayne Hosney – Thayer Homestead – September 25, 2016
6. Action Items from Previous Meeting
7. Approval of Warrants
8. Approval of Minutes
9. Town Administrator's Report
10. Selectmen's Reports
11. Executive Session, Exemption 3 & Exemption 6. [187-191 Village St; Oakland St Property, MS-4 Permit & Draft Minutes]

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

Upcoming Meetings, Agenda and Reminders
August 15, 2016 --- Joint Meeting (MS4 Regulations)
September 6, 2016 -- Regular Meeting

AGENDA

ITEM #1

**Appointment –Representative to GATRA –
Courtney Riley**

No associated backup materials.

Proposed Motion: I move that the Board appoint Courtney Riley as the representative to the GATRA Advisory Board on behalf of the Town of Medway.

AGENDA

ITEM #2

Approval – Contract with Greater Attleboro-Taunton Regional Transit Authority (GATRA)

Associated backup materials attached:

- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with GATRA for transit services.



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 2016, 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.

Further, as required by the Massachusetts Department of Transportation's Mobility Assistance Program, drivers will be retrained: every two years in defensive driving, Accessible Lift Use & Passenger Securement, basic emergency first aid, cardiopulmonary resuscitation; and every three years in Disability Awareness. Training certifications for each driver under this contract shall be provided to GATRA by the Contractor at the conclusion of each training.

- C. The Contractor agrees that all drivers prior to working under this contract shall have completed pre-employment drug and alcohol screening and have a verified negative result in accordance with Federal Transit Administration Drug and Alcohol Program regulations. Evidence of the order for testing as well as the verified negative results and acknowledgement from the employee that they have received the Contractor's Drug and Alcohol Policy will be provided by the Contractor to GATRA prior to the driver working under this contract. GATRA agrees to keep these documents in a secure location at all times.
- D. The Contractor agrees to only use GATRA owned vehicles for transit purposes as described in Exhibit 1 and Exhibit 1-2.
- E. The Contractor agrees that it will comply with industry and vehicle manufacturer standards and adhere to the preventative maintenance schedule as prescribed by GATRA to maintain in good repair, mechanical condition and working order all vehicles utilized by the Contractor to provide service under this Agreement. Under this contract GATRA is responsible for the regular and preventative maintenance of all GATRA vehicles. This includes all parts, labor and associated costs. The Contractor is responsible to notify GATRA immediately of any deterioration or defect so that these may be corrected.
- F. Vehicles must be washed and cleaned thoroughly by the Contractor at least once per week.
- G. The Contractor agrees that it shall immediately report all accidents to the proper authorities, including the GATRA Administrator and will issue written reports concerning such accident to GATRA for its review within 48 hours of such accident. These written reports should include the Registry of Motor Vehicles Accident Report form, the Federal Transit Authority (FTA) Post Accident Drug and Alcohol Testing Decision Form, and any other documentation that may be required by GATRA during the term of this contract. If it is determined by the Contractor using the Federal Transit Authority (FTA) Post Accident Drug and Alcohol Testing Decision Form that the driver or other safety sensitive employee is to be sent for testing the order for testing as well as the results are to be provided to GATRA as soon as they become available.

- 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

with the provisions of Chapter 30A, Massachusetts General Laws. All parties will be notified of a decision within (30) days of the appeal hearing.

- O. All revenue received from fares, resulting from operation of this service, shall be the exclusive property of the Contractor, and shall be deducted from operating expenses billed to GATRA.
- P. The Contractor agrees that it will be liable for the acts of its employees in carrying out the service(s) described in Exhibit 1 and Exhibit 1-2 of this Agreement.
- Q. The Contractor agrees to hold harmless, protect, defend and indemnify the Commonwealth of Massachusetts, GATRA and its officers, employees, agents and volunteers, jointly and severally, against all loss and/or damage arising out of the transportation services rendered under this Agreement including cost of defense provided such loss or damage is caused by the negligence of the Contractor.
- R. Contractor is required to obtain worker's compensation insurance covering all employees of Contractor, as required by the Massachusetts Worker's Compensation Act, as amended.
- S. The Contractor agrees to maintain telephone systems having numbers which are advertised for scheduling of trips. Contractor shall answer said phones during hours when service is demand response provided.
- T. The Contractor agrees that all of its drivers shall undergo a Criminal Offender Record Information (CORI) check, with results verified, prior to working under this contract. The CORI must remain on file at the Contractor's place of business and must be conducted annually thereafter. The Contract further agrees that it will follow the Department of Criminal Justice Information Services' (DCJIS) requirements for CORI request procedures.

II. OBLIGATIONS AND AGREEMENT OF GATRA

- A. GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing July 1, 2016 ending June 30, 2017 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibit 1. Monthly costs are subject to the approval of GATRA. If the Contractor expends funds in excess of such budget amount for the provision of the services contained hereunder, such expenditure must be approved by GATRA in order for Contractor to be entitled to payment.

- 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

be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.

- E. The parties recognize and agree that Exhibits 1, 1-2, 2, 3, and 4 attached hereto are incorporated herein by reference and made a part of this contract.
- F. GATRA receives funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will comply with the Federal Administration Required Clauses.

IV. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

- A. Drug and Alcohol Testing – The Contractor agrees to comply with the provisions of the following programs: U.S. DOT regulations “Drug Free workplace Requirements”, 49 C.F.R. Part 29, Subpart F, FTA regulations, “Prevention of Prohibited Drug Use in Transit Operations”, 49 C.F.R. Part 655 and FTA regulations, “Prevention of Alcohol Misuse in Transit Operations”, and 49 C.F.R. Part 40 “Procedures for Transportation Workplace Drug and alcohol Testing Procedures”, as amended.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the Commonwealth of Massachusetts, or GATRA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655.73(i) and review the testing process. In accordance with 49 CFR Part 655.73(i), upon request by GATRA, the contractor must disclose USDOT drug and alcohol testing information and records required to be maintained under 49 CFR Parts 40 and 655, pertaining to any employee that conducts services under this contract. "The Contractor agrees further to certify annually its compliance with Part 655 before July 31st of each year and to submit the Management Information System (MIS) reports before February 15th of each year to GATRA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and will be supplied by GATRA to the Contractor.

- B. Charter Service - The contractor agrees to comply with 49 U.S.C. 5323(d), as amended by MAP-21, and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private

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

individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

- H. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 23). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every practicable opportunity to participate in the performance of contracts relating to GATRA's construction, procurement and professional service activities.

In the performance of this Agreement, the Contractor shall cooperate with GATRA in meeting commitments and goals with regard to the maximum utilization of DBEs.

I. Civil Rights Requirements

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to comply

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

its possession belonging to GATRA, the Contractor will account for the same, and deliver it in the manner GATRA directs.

Termination – Without Cause: Either party to this Contract shall have the right to terminate this Contract without cause during said term provided that either party notify the other of such desire by 45-day notice in writing.

Termination for Cause: If the Contractor fails to perform the services described in Exhibit 1 and Exhibit 1-2, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for cause. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of any default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of GATRA equipment, the Contractor shall, upon direction of GATRA, protect and preserve the equipment until surrendered to GATRA or its agent. The Contractor and GATRA shall agree on payment for the preservation and protection of equipment. Failure to agree on amount will be resolved under the Dispute Clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GATRA.

Opportunity to Cure: GATRA may, at its sole discretion, in the case of a termination for cause, allow the Contractor up to thirty (30) days in which to cure any breach or default under this Contract. The notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to GATRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from GATRA setting forth the nature of said breach or default then GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for breach or default shall not in any way operate to preclude GATRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that GATRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit GATRA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- 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 subgrantee 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

the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- N. Program Fraud and False or Fraudulent Statements - The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

O. Transit Employee Protective Agreements

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. ' 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. ' 5311. Alternate provisions for those projects are set forth in subsections of this clause below.

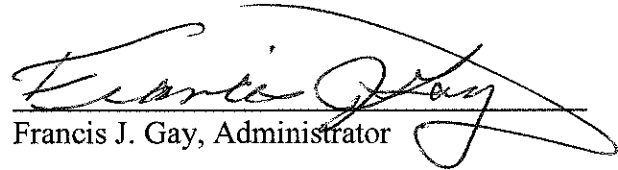
- b. Transit Employee Protective Requirements for Projects authorized by 49 U.S.C. ' 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5310(a)(2), and if the 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.

Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced July 1, 2016 as herein set forth notwithstanding the fact that the Agreement has been executed by the parties subsequent to July 1, 2016 and all services called for by this Agreement shall terminate at midnight on June 30, 2017.

IN WITNESS WHEREOF, the parties duly authorized have hereunto set their hands and seals the day and year first above written.

TOWN OF MEDWAY

GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY


Francis J. Gay, Administrator

(Title)

APPROVED AS TO FORM: 
Town Counsel

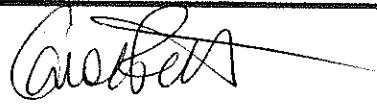


EXHIBIT 1
ELDERLY AND DISABLED SERVICE
 Term of Contract - From 7/1/2016 to 6/30/2017

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

Vehicles to Operate Service: 2012 Ford Starcraft VIN: 1FDDE4FS3CDA62898
 2013 Ford E350 VIN: 1FDEE3FLXDDA59772

Days/Week of Operation: Monday - Friday 8:00 AM - 4:30 PM DAR (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	Rental/Lease	
Dispatcher	\$61,875	Radio Rental/Lease	
\$6,000	Fringes	Depreciation	
Telephone		Gasoline	\$14,250
Supplies		Maintenance/Repair	\$3,000
\$375		Insurance	
Other		Garaging	
(Explain)			
SubTotal	SubTotal	SubTotal	\$17,250
\$6,375	\$61,875		
		TOTAL COST	\$85,500

Contractor's Responsible Official:
 NAME: Missy Dziczek
 POSITION: Director, Council on Aging
 ADDRESS: 76 Oakland Street
 Medway, MA 02053
 PHONE: (508) 533-3210

Responsible Local Official:
 NAME: Michael Boynton
 POSITION: Town Administrator
 ADDRESS: 155 Village Street
 Medway, MA 02053
 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		
LABOR											
Operator Salaries & Wages	50000										
Other Salaries & Wages	51000										
FRINGE BENEFITS	52000										
SERVICES:											
Temporary Help	60030										
MATERIALS & SUPPLIES											
Fuel & Lubricants	61000										
Tires & Tubes	61100										
Other Materials & Supplies	61200										
MISCELLANEOUS EXPENSE											
Office Supplies & Expense	66000										
TOTAL EXPENSES											
FAREBOX RECEIPTS	30000										
TOTAL PAYABLE											

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>
REVENUE				
Farebox Receipts	30000	FR OP	FR Medway	0.00
Pass Sales	30000	FR OP	FR Medway	0.00
TOTAL REVENUE				0.00
EXPENSES				
VEHICLE OPERATION EXP				
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
TOTAL VEHICLE OPERATION EXP				0.00
VEHICLE MAINTENANCE EXP				
Other Materials & Supplies	61200	FR VM	FR Medway	0.00
TOTAL VEHICLE MAINT EXP				0.00
GENERAL & ADMINISTRATIVE EXP				
Other Salaries & Wages	51000	FR AD	FR Medway	0.00
Miscellaneous Expense	66000	FR AD	FR Medway	0.00
TOTAL GENERAL & ADMIN EXP				0.00
TOTAL EXPENSES				-
LESS REVENUE				-
TOTAL DUE:				-

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

Approval – Police Mutual Aid Agreement - Holliston

Associated backup materials attached:

- Agreement

Proposed Motion: I move that the Board authorize the Chairman to execute an inter-municipal agreement with the Town of Holliston for Police mutual aid.



Massachusetts

Interagency Mutual Aid Agreement

The signatory Municipal Police Departments of the Commonwealth of Massachusetts and contiguous communities, all acting through their respective Chiefs of Police and other authorized signatories, referred hereinafter collectively as "the Parties," witness:

WHEREAS, the Parties to this agreement ("Agreement") recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public of each participating community; and

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws, duly accepted by each of the Parties, authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1.0 Purpose & Authority

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address certain public safety concerns including but not limited to: providing mutual aid for the member police departments because of terrorist or enemy action; natural disaster; unusual occurrence, including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riot; mob action; civil disturbance; demonstration; urban insurgency; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations that require more sophisticated investigation on a regionalized basis or any situation threatening the peace and tranquility in the Parties' jurisdictions.

In order to address these serious public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of

est, in each signatory community, as authorized under M.G.L. c. 40, § 8G. This type of agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other signatory community to carry out official police business under the authority of M.G.L. c. 37, § 13; M.G.L. c. 40, § 8G; M.G.L. c. 41, §§ 95, 98, 98A, 99; and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual-aid-request and self-activation situations, as defined herein.

Section 2.0 Definitions

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. **Commanding Officer**: A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift
- b. **Official Request**: A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement
- c. **Party**: City, town, or other political subdivision that has executed this Agreement through its Chief of Police and/or other authorized signatory. A Party may be located within, or be contiguous to, the Commonwealth of Massachusetts. The Parties are listed in Attachment A, which may be revised from time to time as Parties join and withdraw from this Agreement.¹
- d. **Police Officer**: Sworn municipal police officer regularly employed as such by or in any Party
- e. **Police Powers**: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest
- f. **Receiving Party**: A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement
- g. **Self-Activation**: The exercise of Police Powers within the territorial limits of any Party by any Police Officer regularly employed as such by, and in good standing with, any other Party under the terms of this Agreement in the absence of an Official Request
- h. **Sending Party**: A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement

¹ Absence of a Party from Attachment A will not vitiate its status as a Party as long as this Agreement has been signed on its behalf and it has not withdrawn from this Agreement as provided herein.

Section 3.0 Term of Agreement

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the partnership is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as the date of signature by the Parties and shall remain in effect thereafter until terminated.

Section 4.0 Termination of Agreement

Any Party may unilaterally withdraw from this Agreement at any time upon thirty (30) days prior written notice to all Parties.

Section 5.0 Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties.

Section 6.0 Obligations and Responsibilities

6.01 Authority of Officers. The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial limits of each other Party to this Agreement while such officer remains in good standing in his or her employing agency and operates within the territorial limits of a Receiving Party in accordance with this Agreement, either pursuant to an Official Request or Self-Activation.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

6.02 Command and Control. Upon entering the territorial jurisdiction of a Receiving Party for the purposes of exercising Police Powers pursuant to this Agreement, Police Officers when requested to do so, shall report as soon practically possible to the Commanding Officer of the Receiving Party (either in person or by radio or other alternative electronic device), and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Municipality at the Commanding Officer's sole discretion.

6.03 Official Request. Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth above in Section 1.0 (Purpose & Authority). To the extent possible and practicable, any Official Request shall include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the supervising officer or Commanding Officer to whom Police Officers should report.

6.04 Self-Activation. A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party (including the Sending Party), may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as authorized by law.

6.05 Notification to Receiving Party of Exercise of Police Powers. Whenever Police Powers are exercised by a Police Officer in a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified as soon as practically possible by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative action may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.

6.06 Powers of Police Officers. The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.

6.07 Costs and Expenses. Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, insurance and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the

extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

Section 7.0 Liability and Indemnification

To the extent permitted by law, each Party to this agreement agrees to assume its own defense and hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

Section 8.0 Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 9.0 Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 10.0 Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 11.0 Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

Section 12.0 Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 13.0 Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

Section 14.0 Insurance

By its signature to this agreement, each party represents that it has secured property and casualty insurance, as well as law enforcement liability insurance, covering its own police personnel and that said insurance is in full force and effect at the time of the execution of this agreement with a minimum coverage of One Million Dollars (\$1,000,000.00).

Section 15.0 Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

Section 16.0 Signatories

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the latest date set forth in the signature block for that Party,

By: _____
Name: John J. Moore
Title: Holliston Chief of Police
Duly Authorized

Date

By: _____
Name: _____
Title: [Mayor/Manager/Board of Selectmen]
Duly Authorized, Town of Holliston

Date

By: _____
Name: Allen M. Tingley
Title: Medway Chief of Police
Duly Authorized

Date

By: _____
Name: _____
Title: [Mayor/Manager/Board of Selectmen]
Duly Authorized, Town of Medway

Date

AGENDA

ITEM #4

**Update – Community Preservation Committee
Matters – Mark Cerel, Chair**

No associated backup materials.

AGENDA

ITEM #5

Approval – One-Day Liquor License Requests

- a. Noreen Sheridan – Thayer Homestead – August 14, 2016
- b. Randall Benoit – Thayer Homestead – August 20, 2016
- c. Medway Community Farm – August 20, 2016
- d. Suzanne Glover – Thayer Homestead- September 9, 2016
- e. Jayne Hosney – Thayer Homestead – September 25, 2016

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion: I move that the Board authorize one-day liquor licenses for Noreen Sheridan, Randall Benoit, Medway Community Farms, Suzanne Glover & Jayne Hosney for their events at the Thayer Homestead & Medway Community Farm on August 14, August 20, September 9 & September 25, 2016 respectively, subject to the Police Chief's recommendations and proof of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol _____ Wine and Malt

Event Thayer House 8/14/16 Bridal Shower

Name of Organization/Applicant Noreen Sheridan

Address

FID# NA

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 8/14/16

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

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? NA

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

Bridal shower 21 and over for 60-50 guests

Provisions for Security, Detail Officer NA

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

Experience general knowledge

The following may be required:

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

Date of Application 7/12/14

Applicant's Signature Noreen Sheridan

Applicant's Name Noreen Sheridan

A 
P

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, 1st Fl

Building Department _____ Date
Town Hall, 1st Fl



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

July 18, 2016

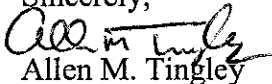
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Noreen Sheridan for a one day wine and malt license for a bridal shower, to be held at the Thayer House, August 14, 2016. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt 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: \$0

All Alcohol Wine and Malt _____

Event Randall and Jennifer Benoit Wedding Reception

Event Location Thayer Homestead - 2B Oak St, Medway, MA 02053

Event Date August 20, 2016

Event Hours 2:00PM to 9:00PM (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant Randall and Jennifer Benoit

FID# _____

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Is event open to the general public? Y _____ N

Estimated attendance 80

Will there be an age restriction? Y _____ N

Minimum age allowed:

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

Special Occasion Bartending Service _____

Is there a charge for the beverages? Y N _____

Price structure:

_____ \$3 / beer \$4 / wine \$5 / mix _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer _____ None _____

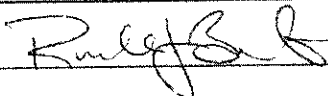
Does the applicant have knowledge of State liquor laws? Y N _____

Experience _____

The following may be required:

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

Date of Application 6/27/2016

Applicant's Signature 

Applicant's Name Randall J. Benoit

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

July 22, 2016

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Alcohol License Request – Thayer House – Benoit Wedding Reception

I have reviewed the application for the ^{one} day Alcohol license for the Benoit wedding reception scheduled for August 20, 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.

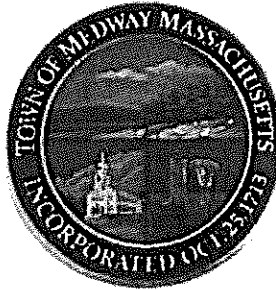
The serving of the beer, wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. All alcohol served at the event will be purchased from a licensed wholesale distributor as specified on the one-day liquor license application and required by the Alcohol Beverage Control Commission. Alcohol service will be provided by TIPS certified bartenders from Special Occasion Bartending Service.

Respectfully Submitted

Allen M. Tingley
Chief of Police

Board of Selectmen

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



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

**TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS**

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 _____ Wine and Malt

Event Farm to Fork Dinner Event Date August 20, 2016

Name of Organization/Applicant Medway Community Farm

Address 50 Winthrop Street, Medway MA 02053

Phone # 781 718-3236 Email president@medwaycommunityfarm.org

Non-Profit Organization Y N _____ (Attach non-profit certificate of exemption)

Event Location 50 Winthrop Street, Medway, MA 02053

Event Hours 6-10PM (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y N _____ Estimated attendance ~120

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

How, where and by whom will ID's be checked? Special Occasions Servers

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

Alcohol server(s) (Attach Proof of Alcohol Server Training) _____ Special Occasions Servers - on file with town hall _____

Provisions for Security or Detail Officer X plan to hire police detail _____ Yes _____

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

Experience _____ MCFI has held several Farm to Fork dinners using Special Occasions Servers_ this is the fifth annual event _____

The following may be required:

Police Dept. – Detail (Yes will need); Fire Dept. – Detail; Board of Health – Food Permit (Sweet catering has on file); Building Dept. – Tent Permit (Submitted)

Applicant's Signature Julie Infanger _____ Date of Application
_____ 07/18/16 _____

Applicant's Name (Please Print) _____ Julie Infanger, Board Member, Medway Community Farm _____

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

July 20, 2016

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Medway Community Farm, One day liquor License and entertainment permit

I have reviewed the application for Medway Community Farm's one day liquor license request for their "Farm to Folk Fundraiser" and entertainment permit scheduled for August 20, 2016 starting at 6:00 PM and ending at 10:00 PM.

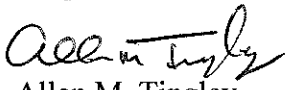
I approve of the issuing of the permit with the following condition.

There will be no on-street parking on either side of Winthrop Street.

One detail officer with a marked police cruiser will be hired to handle traffic during the event

The alcohol service will be provided by Special Occasions Servers.

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol Wine and Malt

Event Wedding Shower for Bride and Groom

Name of Organization/Applicant Suzanne Glover

FID# _____

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date Friday, September 9, 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) - 7pm-11pm

Is event open to the general public? Y N

Estimated attendance 90

Will there be an age restriction? Y N

Minimum age allowed:

How, where and by whom will ID's be checked? Family party - 6 guests
under 21 will be monitored by their parents/party hosts

Is there a charge for the beverages? Y N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

NO servers

Provisions for Security, Detail Officer _____

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

Experience _____

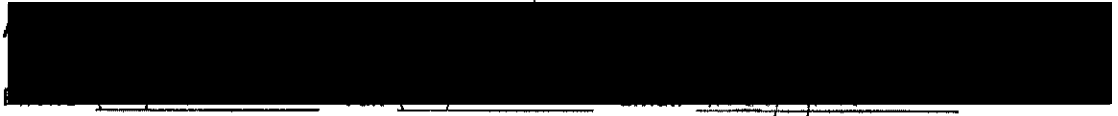
The following may be required:

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

Date of Application 7.25.2016

Applicant's Signature Suzanne Glover

Applicant's Name Suzanne Glover



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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

July 25, 2016

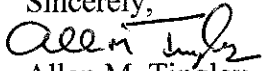
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Suzanne Glover for a one day liquor license for a wedding shower, to be held at the Thayer House, 2B Oak Street, on Friday September 9, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine and malt 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 yes

Event bridal shower

Name of Organization/Applicant Jayne E Hosney

FID# _____

Non-Profit Organization Y _____ N No

Attach non-profit certificate of exemption

Event Location Thayer Hall

Event Date 9-25-16

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

Is event open to the general public? Y _____ N no

Estimated attendance 80

Will there be an age restriction? Y _____ N No

Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N No

Price structure:

Alcohol server(s)

Attach Proof of Alcohol Server Training

Mother of Bride

Provisions for Security, Detail Officer _____

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

Experience Over 21 years of age

The following may be required:

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

Date of Application 6-1-16

Applicant's Signature Jayne E Hosney

Applicant's Name Jayne E Hosney

A

PH

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 22, 2016

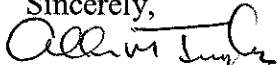
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Jayne Hosney for a one day wine and malt license for a Bridal Shower, to be held at the Thayer House, 2B Oak Street, on September 25, 2016. I approve of the issuance of this one day wine and malt license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #6

Action Items from Previous Meeting

Associate backup materials attached:

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	6/20/2016	MS-4 Permit Requirements & IWRMP	DPS & Mult. Boards	Ongoing

AGENDA

ITEM #7

Approval of Warrants

Warrants to be provided at meeting

AGENDA

ITEM #8

Approval of Minutes

Associated backup materials attached:

- Amended - 4/4/16 Draft Minutes
- 5/16/16 Draft Minutes

Please note: Changes are highlighted & underlined and may be found on pages 4 -5 of the amended 4/4/16 draft minutes.

DRAFT

Board of Selectmen's Meeting
April 4, 2016 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk (7:02 PM);
Dennis Crowley, Member; and Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
Carol Pratt, Finance Director; Tom Holder, Director; Department of Public Services; Donna Greenwood,
Principal Assessor; Missy Dziczek, Director, Council on Aging; Stephanie Mercandetti, Community
Development Director.

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

Public Comments: Mr. Charlie Myers stated he had some questions about the proposed Exelon expansion project, specifying his interest in the water lines. He expressed concern that the water pressure needs to be protected from collapsing. He asked for the research that deals with the laterals and the suction pressure off the main that has been deemed acceptable. Mr. Tom Holder, Director, Department of Public Services reported that there is enough pressure, noting that the Fire Department draws at a higher pressure than Exelon would. Mr. Holder added that DPS will be meeting with Kleinfelder this week.

Mr. Leo McDermott asked about the process, specifically what happens if the Planning and Economic Development Board has not voted on the zoning articles. Chairman Foresto responded that the Board will indicate TBD (To Be Determined) the Board of Selectmen receives a final recommendation. The Finance Committee also votes on the articles, and if approved, will offer a positive motion at Town Meeting. Mr. Boynton added that, as long as a motion does not change the scope of the article, motions from the floor are allowed.

Discussion - Alleged Open Meeting Law Violation:

The Board reviewed a complaint form from Mr. Brian Adams.

Mr. Boynton explained that his office received a complaint form referencing a dinner meeting that took place at the Medway Café on Election Day. He stated that he was at the restaurant with Selectman Crowley and Selectman Trindade discussing Parks and Recreation work that Gale Associates had just finished. Through a chance arrival, Selectman D'Innocenzo arrived. Selectman Trindade explained that he and Selectman D'Innocenzo had plans to attend a basketball game, but as he arrived after the appointed time, the others made use of the time and began their discussion. There was no attempt to deceive anyone. Selectman Crowley added that, if Board members were thinking of having a secret meeting, it would not be planned for one of the most popular places in Medway. This was a happenstance meeting.

Mr. Boynton reminded the Board that the Town owes Mr. Adams a reply, and that reply also goes to the Attorney General's Office. Mr. Adams reported he did not file the complaint with the AGO as the rules that one files with the Town first and with Attorney General within 30 days. Selectman Crowley stated that Mr. Adams did the right thing; if someone thinks something is amiss, it should be reported. Discussion followed, noting that there is a specific schedule or timeline involved in the responses.

1 **Discussion – Senior Work Off Program –Hourly Rate:**

2 *The Board reviewed the following information: (1) Memorandum dated March 31, 2016 from the*
3 *Principal Assessor; (2) Hourly Rate Chart; and (3) Copy of General Laws – Chapter 59, Section 5K.*

4
5 Present: Donna Greenwood, Principal Assessor; Missy Dziczek, Director, Council on Aging.
6 We want to raise the rate so that the hourly rate is the same for other minimum wage earners. They will
7 work fewer hours as they can only earn \$1,000. Discussion followed on the jobs program.
8

9 **Selectman Trindade moved that the Board approve the hourly rate for senior workers from**
10 **\$8.00/hour to \$10.00/hour as requested; Selectman D’Innocenzo seconded. It was noted that the**
11 **existing rate is \$7.50/hour; Selectman Trindade amended the motion and Selectman D’Innocenzo**
12 **seconded the amended motion. No further discussion. VOTE: 5-0-0.**

13
14 **FY17 Budget Update:**

15 *The Board reviewed updated FY17 Budget projections.*

16
17 Town Clerk

18 Selectman White, Town Clerk, recused herself from the discussion and vote.

19
20 Mr. Boynton reported that the Finance Committee had some questions about the increase in step in the
21 proposed amount, noting that it has since been modified to reflect a phased process to eventually bring the
22 position to the level where it should be.
23

24 Water & Sewer

25 It was noted that the Workers Compensation Coverage premiums appear to be on the rise and may be
26 higher than what was originally planned. Mr. Boynton theorized that an additional \$10,000 may be
27 necessary, adding that this line item would be included in the unclassified section on page 3. These rates
28 are set by MIIA, the Town’s insurance company. Discussion followed.
29

30 **Selectman Trindade moved that the Board approve the budget with changes as noted; Selectman**
31 **D’Innocenzo seconded. Brief discussion followed. VOTE: 5-0-0.**

32
33 **Discussion – Proposed Phased Project for Recreation Facility Improvements to Include Choate**
34 **Park, Medway Middle School, Oakland Park and Cassidy Field**

35 *The Board reviewed an Itemized Project List prepared by the Town Administrator.*

36
37 Mr. Boynton reported that the Finance Committee expressed support for the concept, but was concerned
38 about the details. He narrowed the project description down as much as possible to potential designs with
39 specific components. He had a conversation with EOEa about available funding if we opt not to do
40 Phase I, and if anything is available for design costs. Ideally, it should be a CPC request for funding as
41 they are all recreational improvements. There is also a desire to solicit more public input as well as
42 relevant entities such as CPC, Park and Recreation and EPFRAC. Discussion followed. Chairman
43 Foresto noted that the Planning Board will want a full site plan, whether or not it is broken into phases.
44 They will want to see the entire project at one time. Mr. Boynton noted that there are two options for
45 articles listed in the warrant under Article 21.
46

47 Discussion followed on preferred wording. Selectman D’Innocenzo theorized that EPFRAC would
48 likely prefer the one for design and engineering. Mr. Boynton suggested adding the words “and Oakland
49 Park” after Cassidy Field and “and preparation of public bid document”, right after the word “services”.
50 Discussion followed on the amount of money during which it was suggested to include the words “not to
51 exceed \$40,000”.

1
2 **Selectman Crowley moved that the Board approve the wording for Article 21 as discussed;**
3 **Selectman Trindade seconded. No further discussion. VOTE: 5-0-0.**

4
5 **Vote Articles and Recommendations – May 9 Annual Town Meeting Warrants**

6 *The Board reviewed the 2016 Annual Town Meeting Warrant.*

7
8 **Article 4 – FY17 Water Enterprise Fund**

9 Mr. Boynton stated he will forward a revised report showing status since last major leak. Mr. Holder
10 clarified that the department compares usage/leak information to the same three-month period in 2015 and
11 2014 which presents a sense of the trend.

12
13 Selectman Crowley pointed out that it is the responsibility of the Water and Sewer Commissioners to set
14 the rates and expressed his confidence in their ability to analyze these numbers appropriately. Discussion
15 followed on hook-up fees from developments, a breakdown of the debt service and that only the design
16 cost for the new DPS facility is included in the debt service. This holds true for the Sewer Enterprise
17 Fund as well.

18
19 **Selectman Trindade moved that the Board approve Article 4 with no change to salaries, expenses at**
20 **\$600,210, debt at \$979,575 for a Direct Cost total of \$2,226,993, with an additional \$45,450 for**
21 **retained earnings and indirect costs of \$27,361 for a total of 2,499,354; Selectman D’Innocenzo**
22 **seconded. These figures will be plugged into the chart contained in Article 4. VOTE: 5-0-0.**

23
24 Chairman Foresto reported that the Finance Committee asked if there were required minimums for
25 retained earnings. Mr. Holder responded that there is no bylaw or written policy on rates. There are
26 recommendations from rate counsel.

27
28 **Article 5 – FY17 Sewer Enterprise Fund**

29 Ms. Carol Pratt, Finance Director, identified the following recommended dollar amounts: Salaries
30 unchanged; Expenses \$979,400; Direct Costs \$1,455,150; Indirect Costs \$98,775 bringing the total to
31 \$1,553,935. Brief discussion followed.

32
33 **Chairman Foresto moved that the Board approve Article 5 with the changes as discussed;**
34 **Selectman Trindade seconded. The figures will be included in the article language. No further**
35 **discussion. VOTE: 5-0-0.**

36
37 **Article 18 – Community Preservation Committee**

38 Mr. Boynton reported that there are no numbers for this article yet. The Community Preservation
39 Committee cancelled their meeting for this evening due to weather conditions. .

40
41 **Selectman Trindade moved that the Board approve Article 18 as presented this evening and to**
42 **designate the Board of Selectmen recommendation as TBD (To Be Determined); Selectman White**
43 **seconded. No discussion. VOTE: 5-0-0.**

44
45 **Article 21 – Recreation Facility Improvements**

46 This vote was taken earlier in the meeting.

47
48 **Article 27 – Parking & Storage of Commercial & Recreational Vehicles**

49 **Selectman Crowley moved that the Board reconsider its original vote on Article 27; Selectman**
50 **Trindade seconded. No discussion. VOTE: 5-0-0.**

1 **Selectman Crowley moved that the Board change its recommendation on Article 27 to TBD (To Be**
2 **Determined); Selectman Trindade seconded. Mr. Boynton reported he met with staff, adding that the**
3 **public hearing process is still ongoing. There is discussion on possibly removing the RV (Recreational**
4 **Vehicle) component from the article. Before the BOS supports it, the wording of the article needs to be**
5 **finalized. Ms. Mercandetti reported that the public hearing was continued until April 12. VOTE: 5-0-0.**
6

7 **Discussion – Social Media Usage:**

8 *There were no background materials.*
9

10 Present: Mary Becotte, Communications Director.
11

12 Ms. Becotte reported that close to 500 people respond to the newsletter and the Facebook presence has
13 doubled in the last couple of months. She indicated that she would like to list all the open public
14 meetings on the Facebook page on a weekly basis coupled with a disclaimer that people should check the
15 Town website for a complete list. Discussion followed on ability for residents to submit questions and
16 get responses via the website.
17

18 **Approval – Contract with BETA Group for Engineering Consulting Services – 9 Summer Street &**
19 **34 West Street - \$18,715:**

20 *The Board reviewed the following information: (1) Memorandum dated March 31, 2016 from the*
21 *Planning and Economic Development Coordinator; and (2) Contract.*
22

23 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
24 **BETA Group for Engineering Consulting Services in an amount not to exceed \$18,715 subject to**
25 **approval of Town Counsel; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
26

27 **Approval – Contract with Weston & Sampson for Engineering and Construction Oversight -**
28 **Winthrop Street Culvert Repair - \$39,500:**

29 *The Board reviewed the following information: (1) Letter dated February 5, 2016 from James Pearson,*
30 *Weston & Sampson; (2) Contract; and (3) Scope of Services.*
31

32 Mr. Holder stated that this is a contract for engineering services, explaining that \$90,000 was appropriated
33 at the 2015 Fall Town Meeting for the Winthrop Street culvert which was found to be collapsed and
34 repairs are not holding up. The contract was broken down into a number of components. We have to
35 design a liner that will fit inside. This area bisects two wetlands areas so there will be a significant amount
36 of Conservation Commission oversight as well as a Notice of Intent. He has been working with the
37 Conservation Agent to get a blanket municipal permit for repair work approved as it will make the work
38 easier to manage. There is also a chance that the Army Corps of Engineers may get involved.
39

40 Mr. Holder briefly described the pieces of the contract. He noted that is it a menu-based contract
41 authorizing design, and depending on what other issues are uncovered, other things could be addressed.
42 Mr. Holder added that there are some Chapter 90 funds that can also be utilized.
43

44 Responding to a question from Selectmen Trindade, Mr. Holder stated that the liner is of flexible
45 construction that will bend and conform to the shape of the pipe. A more traditional liner would be round
46 or oval, and capacity would be lost. Whatever method is employed, we need to eliminate or minimize the
47 possibility of a backup or blockage upstream.
48

1 Selectman Crowley asked about the duration of the repair work. Mr. Holder responded it would take
2 approximately two weeks. Mr. Crowley expressed concern that the Town has to pay a consultant to work
3 with our own staff, and the cost for that consultancy seems excessive. Brief discussion followed.

4
5 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
6 **Weston & Sampson for engineering and construction oversight on the Winthrop Street Culvert**
7 **repairs as requested; Selectman White seconded. Brief discussion followed. VOTE: 4-1-0 –**
8 **Crowley opposed as he was uncomfortable with the cost for engineering fees.**

9
10 **Approval – Contract with Rapid Flow Inc. for Sewer Inflow & Infiltration Repairs – \$138,634**

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

13
14 Mr. Holder stated that, as part of the sewer improvement program, the Department of Public Services has
15 replaced various pipe and manholes. We will repair additional line segments and manholes that are
16 leaking which at present number fifteen segments and seventeen manholes. Rapid Flow Inc. was the low
17 bidder. Responding to a question from Chairman Foresto, Mr. Holder stated that approximately 15 of the
18 60 miles of pipes have been done.

19
20 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
21 **Rapid Flow Inc. for sewer inflow & infiltration repairs on portions of the Town’s sewer system, as**
22 **requested; Selectman D’Innocenzo seconded. Brief discussion followed on funding source,**
23 **payment bond and change order percentage. VOTE: 5-0-0.**

24
25 **Approval – Contract with Lantern Light & Electric Inc. for Electrical Maintenance Services -\$50,000:**

26 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from the Director*
27 *of Department of Public Services; (2) Bid Results; and (3) Contract.*

28
29 Mr. Holder stated that this contract is a continuation of a previous contract to perform various electrical
30 work. Much of this work will be done at Medway Public Library.

31
32 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
33 **Lantern Light & Electrical Inc. for electrical maintenance services in an amount not to exceed**
34 **\$50,000 for year 1, and subject to funding for year 2; Selectman White seconded. Responding to a**
35 **question from Selectman White, it was confirmed that this is the maximum billable amount for**
36 **year 1. VOTE: 5-0-0.**

37
38 **Approval – Contract with D&R Paving for Street Paving - \$1,700,000:**

39 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from the Director*
40 *of the Department of Public Services; (2) Bid Results; and (3) Contract.*

41
42 Mr. Holder stated that the Department of Public Services went out to bid or these services as the current
43 contract expired on December 31. This is a good firm. Discussion followed on the long-term quality of
44 various kinds of paving material. Engineer will take sample and analyze it to make sure it meets specs.

45
46 **Selectman Trindade moved that the Board Authorize the Chairman to execute a contract with D &**
47 **R Paving for paving services in the unit prices as bid in an amount not to exceed \$1,700,000, subject**
48 **to funding in future fiscal years; Selectman White seconded. No discussion. VOTE: 5-0-0.**

49
50 **Approval – Contract with Murray Paving & Reclamation Inc. for Milling & Reclamation Services**
51 **- \$300,000:**

1 *The Board reviewed the following information: (1) Memorandum dated April 4, 2016 from the Director*
2 *of the Department of Public Services; (2) Bid Results; and (3) Contract.*

3
4 Mr. Holder reported that this firm was the low bidder. This contract is coupled with the paving.

5
6 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
7 **Murray Paving & Reclamation Inc. for milling and reclamation services in the unit prices as bid in**
8 **an amount not to exceed \$300,000; Selectman D’Innocenzo seconded. Selectman Crowley expressed**
9 **concern that the performance bond is not included in the materials. VOTE: 4-0-1 – Crowley oppose.**

10
11 **Discussion – Medical Marijuana Cultivation Facility:**

12 *There were no background materials.*

13
14 Mr. Boynton reported that there is no change to the scope of what was proposed, i.e., a 30,000 sq. ft.
15 footprint and possibly two stories in height. The project will have to go through permitting process, a
16 Special Permit process which incorporates site plan review. This particular application is from CommCan
17 for a cultivation center in Medway, and dispensaries in Millis and Southboro. Mr. Boynton added that the
18 Town needs to confirm with the Department of Public Health that we are aware of the Millis and Southboro
19 facilities. They need to have a host community agreement in place before the permit can be issued.

20
21 **Selectman Trindade moved that the Board direct the Town Administrator to inform the Department**
22 **of Public Health that the Town of Medway is aware of the CommCan dispensary facilities planned in**
23 **Millis and Southborough and that this cultivation center will service those facilities; Selectman White**
24 **seconded. Ms. Stephanie Mercandetti reported that a third dispensary is proposed for Framingham.**
25 **Selectman Trindade amended his motion to include the Town of Framingham; Selectman White**
26 **seconded the amended motion. Mr. Boynton suggested that an update to the Board be the subject of**
27 **an Executive Session. VOTE: 5-0-0.**

28
29 **Approval – One-Day Liquor Licenses:**

30 *The Board reviewed applications and Police Chief Recommendations for the following events at the*
31 *Thayer Homestead; (1) Frank Arego, April 16, 2016; (2) Aileen Keaney, April 30, 2016; and (3) Kirk*
32 *Steinhoff, May 7, 2016.*

33
34 **Selectman Trindade moved that the Board approve one-day liquor licenses for Frank Arego, Aileen**
35 **Kearney, and Kirk Steinhoff for their events at the Thayer Homestead on April 16, April 30 &**
36 **May 7, 2016 subject to the Police Chief’s recommendations and evidence of appropriate insurance**
37 **coverage; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

38
39 **Approval – Special Event Permits:**

40 *The Board reviewed applications and Police Chief’s Recommendations for the following events: (1) Medway*
41 *Youth Baseball Opening Day Parade – April 24, 2016; (2) Braking AIDS Ride – September 23, 2016; and*
42 *(3) 5th Annual Bicycle Ride for Food – September 25, 2016*

43
44 **Selectman Trindade moved that the Board approve special event permits for Medway Youth**
45 **Baseball opening day parade on April 24, the Braking AIDS Ride on September 23, and the 5th**
46 **Annual Ride for Food on September 25, 2016 subject to the Police Chief’s recommendations;**
47 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

48
49 **Approval - Banner Display Request – Medway Pride Day:**

50 *The Board reviewed a Banner Display Request Form dated March 30, 2016.*

1 **Selectman Trindade moved that the Board approve the banner display request for Medway Pride**
2 **Day; Selectman White seconded. Selectman White noted that the Town Election is May 12 so the**
3 **banner will need to come down earlier than requested. Ms. Potter responded that the Banner**
4 **Policy specifies that Town events take priority. No further discussion. VOTE: 5-0-0.**

5
6 **Action Items from Previous Meeting:**

7 The Board briefly discussed the Action Items List with the following changes: Items 6 & 7 can be
8 combined and Item 8 was already discussed.

9
10 **Approval of Warrants:**

11 *There were no Warrants presented for approval.*

12
13 **Town Administrator's Report:**

14 Mr. Boynton updated the Board on the Snow and Ice relative to the recent storms. All work was done in-
15 house, and no contractors were hired for the storms today and yesterday. However, there will be overtime
16 costs for today as well as materials costs. Brief discussion followed on how the \$425,000 budget is
17 being utilized.

18
19 It was reported that Timber Crest LLC has filed its Comprehensive Permit for a proposed Chapter 40B
20 housing development. Additionally, the Town has received a grant in amount of \$10,000 to help with
21 affordable housing costs. Ms. Mercandetti confirmed that the grant is through Mass Housing Partnership to
22 provide assistance to the Zoning Board of Appeals. Brief discussion followed on the application, public
23 hearing process and the ZBA decision. It was noted that if the application/permit is denied, the applicant can
24 appeal to the Housing Appeals Committee if denied. It can also be approved with conditions. The
25 comprehensive permit application is available online as well as in the Town Clerk's office.

26
27 The Route 109 Task Force members include Ms. Mercandetti, Ms. Mary Becotte, Mr. Holder and
28 Selectman Crowley who is serving as Chair. This group will be communicating all actions relative to the
29 Route 109 project out to the community. A member of the public schools administration will also be part
30 (bussing) as well as a representative from the Police Department. A pre-construction meeting will be held
31 in Worcester at MassDOT, hopefully sometime in May.

32
33 Of Medway's Chapter 90 allotment \$400,948 was received today.

34
35 Mr. Boynton announced that the Council on Aging director will be retiring, and the position will be
36 advertised right after Annual Town Meeting. He indicated he hopes to have someone on board mid-June
37 or by July 1. Ms. Dziczek has asked that her retirement event be held at the senior center.

38
39 **Selectmen's Reports:**

40 There were no reports.

41
42
43 **At 8:50 PM Selectman Trindade moved to adjourn; Selectmen White seconded. No discussion.**
44 **VOTE: 5-0-0.**

45
46
47 Respectfully submitted,
48 Jeanette Galliardt
49 Night Board Secretary

Board of Selectmen’s Meeting
May 16, 2016, 7:00 PM
Sanford Hall, Town Hall
155 Village Street
Agenda

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk (7:02 PM); and Glenn Trindade, Member.

Absent: Dennis Crowley, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Carol Pratt, Finance Director; Margaret Perkins, Director, Medway Public Library; Tom Holder, Director, Department of Public Services; Mary Becotte, Communications Director; Stephanie Mercandetti, Community Development Director.

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

Public Comments:

Ms. Traci Stewart reported that the last two sentences are missing from her Citizens’ Petition in the printed Warrant. Mr. Boynton clarified that the final sentence was inserted after the “thereto” which usually signifies the end of the article. It is worded more like an explanation rather than part of the article language. Ms. Stewart says that’s the way this particular article has been done in other communities. Mr. Boynton stated it can be added to the warrant language.

Ms. Sue Rourke, Ellis Street, asked if the Town was doing anything about gas line coming into Medway. Chairman Foresto reported that he and the Town Administrator met with a representative from Spectra Energy six months ago. As yet, final plans have not been presented to the Town. We are monitoring the process, noting that they intend to cross Town land.

Presentation – Fiscal Year 2015 Audit – Melanson & Heath:

The Board reviewed FY2015 Audit Materials.

Present: Carol Pratt, Finance Director; Frank Byron, Melanson & Heath.

Ms. Pratt reported that the firm of Melanson & Heath has been with the Town for many years. This year’s audit has been done for some time. Mr. Byron has no issues with the audit.

Mr. Byron briefly reviewed highlights of the audit report. The narrative review is a summary of what the numbers mean. He discussed various sections of the audit, noting throughout that the bond companies now look very favorably at the Town, whereas ten years ago there was a much different scenario. If we make recommendations to improve internal controls, we would issue a management letter. However, there is no management letter this year. We did, however, identify a few areas that could use a little improvement, which we discussed with management. The Town is in great shape.

Mr. Boynton stated that this was a transitional year beginning with Ms. Kennedy retiring, following with Ms. Phillips leaving. Our current team takes their jobs very seriously and is committed to the processes.

1
2 **Approval – Submission for Hazard Mitigation Grant Program Funds:**

3 *The Board reviewed the following information: (1) Memorandum dated May 11, 2016 from the Director*
4 *of Community Development; and (2) Letter of Intent, dated May 11, 2016.*

5
6 Present: Stephanie Mercandetti, Community Development Director.

7
8 Ms. Mercandetti briefly explained the current plan, noting that it has expired. In order to be eligible for
9 future grant funding, the Town needs to have a plan in place. We need to submit a letter of intent for the
10 next round of funding.

11
12 **Selectman Trindade moved that the Board authorize the Chairman to execute the letter of intent as**
13 **drafted by the Community Development Director; Selectman White seconded. No discussion.**
14 **VOTE: 4-0-0.**

15
16 **Approval – Contract with Clean Harbor for Household Hazardous Waste Disposal -\$10,000:**

17 *The Board reviewed a Proposed Contract.*

18
19 Present: Tom Holder, Director, Department of Public Services.

20
21 Mr. Holder explained that the Town has used Clean Harbor for several years. Because they are already
22 enrolled as a state contractor, we will use a purchase order system for billing. Hazardous Waste
23 Collection Day is Saturday, May 21, at the same location as last year within the industrial park.

24
25 **Selectman Trindade moved that the Board authorize the Chairman to execute a contract with**
26 **Clean Harbor for household hazardous waste disposal in an amount not to exceed \$10,000, subject**
27 **to the review and approval of both Town Counsel and the Town Accountant; Selectman White**
28 **seconded. No discussion. VOTE: 4-0-0.**

29
30 **Presentation - Agricultural Committee:**

31 *There were no background materials.*

32
33 Present: Agricultural Committee: Paul Atwood, President; Bruce Hamblin, Vice President; and Margaret
34 Perkins, Secretary.

35
36 Mr. Atwood stated the committee reorganized and named the new officers. He briefly reported on a review
37 of Chapter 61 lands, noting that a lot of 61A land was recently purchased by the Town, which pulled it out of
38 agricultural use and into open space. He noted that the Community Farm is doing well as a non-profit but
39 is not enrolled as Chapter 61. Due to some of the fields not being used to produce items for a local Farmers
40 Market, the land was made available as shares to residents.

41
42 There will be a concerted effort to locate parcels of land where agricultural products are being advertised
43 for sale and those parcels may not be licensed to do so. There are certain criteria that determine whether
44 a parcel can be considered for Chapter 61A such as size of parcel, dollar amount of sales from product
45 produced on the land, and other factors. We need to learn where the agricultural activities are taking
46 place in order to inform owners of existing programs that may be of benefit.

47
48 For the benefit of viewers, Selectman Trindade provided a quick summary of what Chapter 61 means,
49 noting that the A classification is for agriculture. A large portion of the property taxes are deferred as
50 long as the land is used for agricultural purposes, and when the land is placed on the real estate market,

1 the Town gets the first option to purchase the land in a process known as the Right of First Refusal. For a
2 sale to an outside buyer, the deferred taxes must be paid and the account brought up-to-date.

3
4 Ms. Perkins reported that the committee needs more members, preferably persons with an agricultural
5 background. We are reaching out to large land owners who may be interested. Mr. Hamblin suggested
6 that broadening the vacancy posting might attract people who may not be land owners but who have an
7 interest and are willing to learn. Selectman Trindade added that it could be advertised through the
8 Medway Community Farm.

9
10 **Approval – 2 Year Contract with All State Asphalt Inc., for Chip Sealing - \$50,000:**

11 *The Board reviewed the following information: (1) Memorandum dated May 16, 2016 from the Director*
12 *of the Department of Public Services; and (2) Contract.*

13
14 Present: Tom Holder, Director, Department of Public Services.

15
16 Mr. Holder reported that, rather than extend the contract with All State Asphalt, we have instead
17 combined it into a two-year contract.

18
19 **Selectman Trindade moved that the Board authorize the Chairman to execute a 2 year contract**
20 **with All State Asphalt Inc. for chip sealing as presented; Selectman White seconded. No**
21 **discussion. VOTE: 4-0-0.**

22
23 **Review/Approval – June 9, 2016 Special Town Meeting Warrant:**

24 *The Board reviewed the June 9, 2016 Special Town Meeting Warrant.*

25
26 Mr. Boynton stated that the Warrant contains two articles, one of which will be updated to include the
27 language as discussed during public comments. The warrant, amended, can now be posted, if the Board
28 approves.

29
30 **Selectman Trindade moved that the Board approve the warrant as amended relative to Article 1**
31 **and direct it to be posted as specified in the Town Charter; Selectman White seconded. No**
32 **discussion. VOTE: 4-0-0.**

33
34 Discussion followed on Article 2.

35
36 **Approval – Host Community Agreement with COMMCAN, INC.:**

37 *The Board reviewed the Host Community Agreement.*

38
39 Mr. Boynton reported that this is the first time this has been made public, utilizing comments from the
40 Board as well as Town Counsel. This is a five-year agreement for a cultivation facility in the industrial
41 Park on the Millis line. The applicant is currently before the Planning Board for a Special Permit, one
42 requirement of which is to have an executive Host Community Agreement. Mr. Boynton briefly outlined
43 some of the things that will be provided to the Town as part of the agreement.

44
45 **Selectman Trindade moved that the Board authorize the Chairman to execute the Host Community**
46 **Agreement with COMMCAN Inc., as presented; Selectman White seconded. No discussion.**
47 **VOTE: 4-0-0.**

48
49 **Execution of PILOT Agreement – Exelon West Medway II, LLC:**

50 *The Board reviewed the PILOT Agreement.*

1
2 **Selectman Trindade moved that the Board execute the Exelon PILOT agreement as authorized by**
3 **Annual Town Meeting; White seconded. No discussion. VOTE: 4-0-0.**

4
5 **Approval – Inter-municipal Agreement with Franklin For Its Use of Medway’s Council on Aging Van:**
6 *The Board reviewed the Contract.*

7
8 It was clarified that this is for the use of Medway’s van, not the GATRA van.

9
10 **Selectman Trindade moved that the Board authorize the Chairman to execute the inter-municipal**
11 **agreement with the town of Franklin for its use of Medway’s Council on Aging van; Selectman**
12 **White seconded. No discussion. VOTE: 4-0-0.**

13
14 **Approval – One-Day Liquor License Requests:**
15 *The Board reviewed applications and Police Chief Recommendations for the following Thayer Homestead*
16 *events: (1) Rebecca LeMarbre – May 21, 2016; and (2) Jesse & Gary Krist -- May 28 & 29, 2016.*

17
18 **Selectman Trindade moved that the Board approve one-day liquor licenses for Rebecca LeMarbre**
19 **and Jess & Gary Krist for their events at the Thayer Homestead on May 21 & May 28-29, 2016,**
20 **subject to Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman**
21 **White seconded. No discussion. VOTE: 4-0-0.**

22
23 **Approval - CF Cycle for Life Ride – October 1, 2016:**
24 *The Board reviewed the following information: (1) Documents describing the events; and (2) Police*
25 *Chief’s recommendations.*

26
27 **Selectman Trindade moved that the Board approve the request to allow cyclists to travel through**
28 **Medway for the CF Cycle for Life Ride on October 1, 2016 subject to the Police Chief’s**
29 **recommendations; Selectman White seconded. VOTE: 4-0-0.**

30
31 **Action Items from Previous Meeting:**
32 Review of the Action Items List was postponed until the entire Board was present.

33
34 **Approval of Warrants:**
35 *The Board reviewed Warrant 16-47.*

36
37 Selectman D’Innocenzo, Clerk, read aloud Warrant 16-47, dated 5/19/16, presented for approval:

38			
39	16-47P	Town Payroll	\$ 376,952.03
40	16-47SP	School Payroll	\$ 808,605.64
41	TOTAL		\$1,185,557.67

42
43 **Selectman Trindade moved that the Board approve the Warrant as read; Selectman White**
44 **seconded. No discussion. VOTE: 4-0-0.**

45
46 **Town Administrator’s Report:**
47 Mr. Boynton reported that the Alcoholic Beverages Control Commission (ABCC) performed Alcohol
48 Compliance Checks this past weekend with no violations in Medway.

49
50 The results of a recent traffic enforcement update are in: 54 traffic stops for speeding in high traffic areas.

1
2 There was a significant house fire in Medway on Village Street. There were no injuries, and the quick
3 work is a testament to the training our folks receive. The Town has been working with the homeowner
4 to get some assistance for her, and the State Fire Marshall is investigating the cause of the fire.

5
6 Regarding Energy Procurement, Mr. Boynton stated that they met with a consultant recently. This is
7 separate from the municipal aggregation discussion. We need to make sure that we are applying energy the
8 best way we can. We are going to reach out to Bay State Consultants to help work toward competitive
9 procurement of electricity for heavy users of power. We would like to develop a joint plan for schools and
10 municipal offices.

11
12 **Selectmen’s Reports:**

13 Selectman White reminded residents of the Town Election tomorrow and identified polling locations and
14 hours, adding that brand new voting booths are in place.

15
16 Selectman White noted that she and Selectman D’Innocenzo attended the Maddie Lamson Field
17 ceremony which was quite moving.

18
19 **Executive Session, Exemption 6:**

20 **At 8:10 PM Selectman Trindade moved that the Board enter Executive Session under Exemption 6**
21 **to consider the purchase, exchange, taking, lease, or value of real property if such discussion may**
22 **have a detrimental effect on the negotiating position of the governmental body [Review and possible**
23 **release of Title Report for Property off of Milford, West, and Alder Streets] & Exemption 3: To**
24 **discuss strategy with respect to collective bargaining or litigation if an open meeting may have a**
25 **detrimental effect on the government’s bargaining or litigating position; [Release of Executive**
26 **Session Minutes from 8/31/2015] with no intent to return to public session; Selectman White**
27 **seconded. The Chair did so declare for both exemptions. No discussion. Roll Call Vote: 4-0-0**
28 **(D’Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**

29
30
31 Respectfully submitted,
32 Jeanette Galliardt
33 Night Board Secretary
34
35
36

AGENDA

ITEM #9

Town Administrator's Report

AGENDA

ITEM #10

Selectmen's Reports