

## **Board of Selectmen**

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



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

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

**September 6, 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. (7:00 pm) – Public Hearing – Joint Pole Location Petition – Main Street/Winthrop Street
2. Committee Appointment – William Caton – Council on Aging
3. Approval – Neelon Lane Easement – Charles River Village
4. Approval – Contract with BETA Group for Construction Inspection Services
5. Update – Redevelopment Authority Matters – Andy Rodenhiser, Chair
6. Update – FY2016 Fiscal Year Wrap-up /4<sup>th</sup> Quarter Financial Report
7. Approval – General Obligation Bond Award & (BAN) Bond Anticipation Note
8. Inter-Municipal Agreement – Energy Manager Services – Town of Millis
9. Opening of Fall Town Meeting Warrant
10. Entertainment License Request – Medway Community Farms – September 25, 2016
11. Approval – One-Day Liquor License Requests
  - a. Medway Business Council – September 21, 2016
  - b. Daniel O'Malley – September 23, 2016
  - c. Jamie Van Buren – November 5, 2016
  - d. Emily Bernstein – November 25, 2016
  - e. Elizabeth Mitchell – November 27, 2016
12. Action Items from Previous Meeting
13. Approval of Warrants
14. Approval of Minutes
15. Town Administrator's Report
16. Selectmen's Reports
17. Executive Session – Exemption 6. To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body. [73 Oakland Street]

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

Upcoming Meetings, Agenda and Reminders

September 19, 2016 --- Regular Meeting

October 3, 2016--- Regular Meeting

# AGENDA

## ITEM #1

### Public Hearing (7:00 PM) – Joint Pole Location Petition– Main Street/Winthrop Street

#### Associated backup materials attached:

- Pole Petitions
- Abutters List
- Legal Notice

Please note- All abutters have been notified within the 10 day window, and a public hearing notice was placed in the legal section of the Milford Daily news on August 19, 2016.

#### Proposed Motions:

1. I move that the Board open the hearing on the joint petition of Verizon and Nstar to locate poles on Main Street and Winthrop Street.
2. I move that the Board close the hearing.
3. I move that the Board approve placement of pole number T.53S/E.53S on Main Street, 71' southwest from the centerline of Lincoln street, pole number T.1/2/E.-05 on the easterly side of Winthrop Street, 60' North of the centerline of Main Street, and pole number T.2S/E.2S on the westerly side of Winthrop Street 226' north from the centerline of Main Street as requested.

**PETITION FOR JOINT POLE LOCATION**

To the Board of Selectmen  
of Medway, Massachusetts.

**VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC** request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**Winthrop Street:**

On the easterly sideline, place new JO Pole No. T. 1/2 /E.-50 approximately 60 feet northerly from the center line of Main Street, then on the westerly sideline, place New JO Pole No. T.2S/E.2S approximately 226 feet northerly from the center line of Main Street.


2 New JO Poles to be placed

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – **VERIZON NO. 4A0X0UE** Dated February 18, 2014.

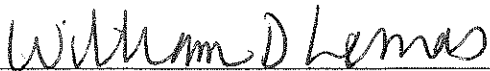
Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**VERIZON NEW ENGLAND INC.**

By   
Albert E. Bessette, Manager – Rights of Way

**NSTAR ELECTRIC**

By   
Manager – Rights and Permits  
William D. Lemos

verizon

**PETITION FOR JOINT POLE LOCATION**

To the Board of Selectmen  
of Medway, Massachusetts.

**VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC** request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**Main Street:**

On the southeasterly sideline, relocate JO Pole No. T. 40/E.40 approximately 64 feet southwesterly from the center line of Franklin Street, then relocate JO Pole No. T.41/E.41 approximately 37 feet northeasterly from the center line of Franklin Street, then place new JO Pole T.53S/E.53S approximately 71 feet southwesterly from the center line of Lincoln Street, then relocate JO Pole No. T.71/E.71 approximately 22 feet northeasterly from the center line of Cottage Street, then relocate JO Pole No. T.72/E.72 approximately 169 feet northeasterly from the center line of Cottage Street, then on the northwesterly sideline, relocate JO Pole No. T.57/E.57 approximately 406 feet northeasterly from the center line of Lincoln Street, then relocate JO Pole No. T.101/E.101 approximately 322 feet westerly from the center line of Holliston Street, then relocate JO Pole No. T.103/E.103 approximately 62 feet westerly from the center line of Holliston Street.

- 1 New JO Pole to be placed
- 7 JO Poles to be relocated

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – **VERIZON NO. 4A0X0UE** Dated February 18, 2014.

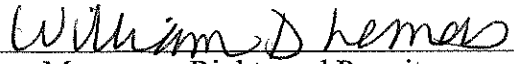
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Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**VERIZON NEW ENGLAND INC.**

By   
Albert E. Bessette, Manager – Rights of Way

**NSTAR ELECTRIC**

By   
Manager – Rights and Permits  
William D. Lemos

Parcel ID: 48-003  
RUSSO TRUSTEE LINDA S  
LINDA S RUSSO REVOCABLE  
1 WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 39-074  
MEDWAY TOWN OF  
CONSERVATION  
TOWN HALL  
155 VILLAGE ST.  
MEDWAY, MA 02053

Parcel ID: 39-077  
JUDSON SHEILA  
7 WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 39-078  
MEDWAY TOWN OF  
MUNICIPAL  
TOWN HALL  
155 VILLAGE ST.  
MEDWAY, MA 02053

Parcel ID: 48-001  
MCDANIEL SHIRLEY A.  
160 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-002  
WOMACK TRUSTEE WILLIAM L  
WOMACK TRUSTEE JOYCE B  
158 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-004  
SHERRILL RUSSELL P  
SHERRILL PAMELA  
1-A WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 48-005  
SABTCHEV MELANIE  
3 WINTHROP ST  
MEDWAY, MA 02053

Parcel ID: 48-006  
MCGRANE SCOTT  
5 WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 48-007  
KEENE MILTON E  
KEENE LINDA  
10216 REGAL DRIVE  
CONDO 506  
LARGO, FL 33774

Parcel ID: 48-008  
DAY TIMOTHY F.  
DAY CHRISTINE K.  
4 WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 48-009-C00A  
CHEBAKLO TAREK  
148-A MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-009-C00B  
TCHAICHA JEREMY H  
TCHAICHA JSOLYN H  
148 B MAIN STREET  
MEDWAY, MA 02053

Parcel ID: 48-010  
STEINHOFF REALTY LLC  
146 MAIN ST  
MEDWAY, MA 02053

Parcel ID: 48-011  
GIOVANGELO THOMAS  
GIOVANGELO JUDITH  
144 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-012  
LAMBERT THEODORE G  
LAMBERT ELIZABETH A  
7 TEMPLE ST.  
MEDWAY, MA 02053

Parcel ID: 48-012-0001  
LAMBERT THEODORE G.  
LAMBERT ELIZABETH A.  
7 TEMPLE ST.  
MEDWAY, MA 02053

Parcel ID: 48-019  
EARLY JOHN GENE  
EARLY CHRISTINE E  
153 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-020  
EARLY JOHN  
EARLY CHRISTINE  
2 OLDE SURREY LANE  
MEDWAY, MA 02053

Parcel ID: 48-021  
GOODLIFE ROBERT B  
149 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-022  
BRODY STEVEN G  
ANDOLINA KATHLEEN  
145 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-023  
AZAR JACK  
P O BOX 3174  
FAYVILLE, MA 01745

Parcel ID: 48-068  
EVERGREEN CEMETERY  
C/O ALAN SMITH  
P.O.BOX 2  
MEDWAY, MA 02053

Parcel ID: 48-092  
GREENE JOHN J TRUSTEE  
165 MAIN STREET REALTY  
165 MAIN ST. STE. 307  
MEDWAY, MA 02053

Parcel ID: 48-097  
YORKIS PAUL G  
YORKIS KATHLEEN L  
7 INDEPENDENCE LN  
MEDWAY, MA 02053

Parcel ID: 48-098  
157 MAIN STREET REALTY  
HANSEN STEPHEN PAUL  
157 MAIN ST  
MEDWAY, MA 02053

Parcel ID: 48-099  
WERLICH DAVID  
WERLICH TARA  
155 MAIN ST.  
MEDWAY, MA 02053



THIS IS A CERTIFIED ABUTTERS LIST FROM THE TOWN OF MEDWAY.  
WE CERTIFY THAT AT TIME OF LAST ASSESSMENT, THE NAMES AND  
ADDRESSES OF ALL PROPERTY OWNERS ARE ACCURATE.

*[Signature]*  
8/16/10  
Date

Officer of the Board of Assessors

Parcel ID: 48-004  
SHERRILL RUSSELL P  
SHERRILL PAMELA  
1-A WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 39-074  
MEDWAY TOWN OF  
CONSERVATION  
TOWN HALL  
155 VILLAGE ST.  
MEDWAY, MA 02053

Parcel ID: 39-076  
BRYANT MATTHEW J  
BRYANT MELINDA A  
9 WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 39-077  
JUDSON SHEILA  
7 WINTHROP ST.  
MEDWAY, MA 02053

Parcel ID: 39-078  
MEDWAY TOWN OF  
MUNICIPAL  
TOWN HALL  
155 VILLAGE ST.  
MEDWAY, MA 02053

Parcel ID: 39-086  
PIACENTINI ROBERT D  
PIACENTINI IRREVOCABLE  
9 TEMPLE ST.  
MEDWAY, MA 02053

Parcel ID: 39-087  
MCNEILLIE CHARLES T  
MCNEILLIE COLEENE  
8 WINTHROP ST.  
MEDWAY, MA 02053

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160 MAIN ST.  
MEDWAY, MA 02053

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WOMACK TRUSTEE JOYCE B  
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LINDA S RUSSO REVOCABLE  
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5 WINTHROP ST.  
MEDWAY, MA 02053

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KEENE LINDA  
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CONDO 506  
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EARLY CHRISTINE E  
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Parcel ID: 48-020  
EARLY JOHN  
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2 OLDE SURREY LANE  
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ANDOLINA KATHLEEN  
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Parcel ID: 48-098  
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HANSEN STEPHEN PAUL  
157 MAIN ST  
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Parcel ID: 48-099  
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WERLICH TARA  
155 MAIN ST.  
MEDWAY, MA 02053



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ADDRESSES OF ALL PROPERTY OWNERS ARE ACCURATE.

*[Signature]*  
Director of the Board of Assessors

*[Signature]*  
Date

Parcel ID: 48-102  
LINNELL STEVEN D  
180 MAIN STREET  
MEDWAY, MA 02053

Parcel ID: 47-034  
GRANT JOSHUA  
16 CAUSEWAY STREET  
MEDWAY, MA 02053

Parcel ID: 47-035-000A  
CHELMAN PAUL A  
COTE ROSE M  
3 BESSO ST  
FRANKLIN, MA 02038

Parcel ID: 47-035-000B  
OLIVAL MICHAEL F  
174 B MAIN STREET  
MEDWAY, MA 02053

Parcel ID: 47-036  
GRANT JOSHUA  
16 CAUSEWAY STREET  
MEDWAY, MA 02053

Parcel ID: 47-043  
ATRYZEK VLADMIR  
ATRYZEK SUZANNE  
179 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 47-062-C001  
SMITH MATTHEW  
3 MECHANIC ST.  
UNIT 1  
MEDWAY, MA 02053

Parcel ID: 47-062-C002  
RICHARDS MARIE C.  
3 MECHANIC ST.  
#2  
MEDWAY, MA 02053

Parcel ID: 47-062-C003  
TRITTA NICOLE  
725 SALEM STREET  
#3  
MALDEN, MA 02148

Parcel ID: 47-062-C004  
DAVIES JOHN  
3 MECHANIC ST.  
#4  
MEDWAY, MA 02053

Parcel ID: 47-063  
MEDWAY TOWN OF  
MUNICIPAL  
TOWN HALL  
155 VILLAGE ST.  
MEDWAY, MA 02053

Parcel ID: 47-064  
LINNELL STEVEN  
180 MAIN ST  
MEDWAY, MA 02053

Parcel ID: 48-091  
COAKLEY JAMES R.  
40 LINCOLN ST.  
MEDWAY, MA 02053

Parcel ID: 48-092  
GREENE JOHN J TRUSTEE  
165 MAIN STREET REALTY  
165 MAIN ST. STE. 307  
MEDWAY, MA 02053

Parcel ID: 48-093  
WHITLA CALVIN  
WHITLA KAREN  
42 LINCOLN ST.  
MEDWAY, MA 02053

Parcel ID: 48-094  
SANDOZ CATHERINE  
44 LINCOLN ST.  
MEDWAY, MA 02053

Parcel ID: 48-095  
I O O F TRUST  
C/O WALTER JOHNSON  
1 MANN ST  
MEDWAY, MA 02053

Parcel ID: 48-096  
KAIRIT JOHN P  
KAIRIT CHARLENE  
167 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-100  
BOUWMAN ERIC N  
BOUWMAN TANYA M  
177 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-101  
ROSENBERG CHERYL  
PO BOX 126  
MEDWAY, MA 02053

Parcel ID: 48-103  
CAICEDO JOSE M  
CAICEDO DAMARYS W  
171 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-104  
VASQUEZ FEDERICO A  
45 LINCOLN ST.  
MEDWAY, MA 02053

Parcel ID: 48-105  
HARGREAVES KRISTY L  
CAMPAGNA MICHAEL L  
43 LINCOLN STREET  
MEDWAY, MA 02053

Parcel ID: 48-106  
MORRISON JENNIFER  
MORRISON HANS W  
831 WASHINGTON STREET  
FRANKLIN, MA 02038

Parcel ID: 48-107  
MARRAFFINO TRUSTEE  
MARRAFFINO TRUSTEE NANCY  
39 LINCOLN ST.  
MEDWAY, MA 02053

Parcel ID: 48-108  
PATTERSON STEPHEN P  
PATTERSON KERI H  
37 LINCOLN ST.  
MEDWAY, MA 02053

Parcel ID: 48-112  
REARDON WILLIAM F &  
WILLIAM F REARDON 2007  
38 OAKLAND ST  
MEDWAY, MA 02053

Parcel ID: 48-114  
FASLAND LLC  
FASOLINO MATTHEW  
164 MAIN ST  
MEDWAY, MA 02053

Parcel ID: 48-115  
KAZIJIAN SR JAMES  
STEFAN GERTRUDE  
168 MAIN ST.  
MEDWAY, MA 02053

Parcel ID: 48-116-C00A  
COWAN ARTHUR  
64 RAILROAD STREET  
HOLLISTON, MA 01746



Parcel ID: 48-116-C00B  
HUFFAM RICHARD R  
DENOMMEE MARK S  
30 SHEILA LANE  
FRANKLIN, MA 02038

Parcel ID: 48-117  
YERED FRANCIS J  
YERED MARGARET  
172 MAIN ST.  
MEDWAY, MA 02053



THIS IS A CERTIFIED ADVERTERS LIST FROM THE TOWN OF MEDWAY.  
WE CERTIFY THAT AT TIME OF LAST ASSESSMENT THE NAMES AND  
ADDRESSES OF ALL PROPERTY OWNERS ARE ACCURATE.

*[Handwritten Signature]* 8/31/16  
CHIEF OF THE BUREAU OF RECORDS



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

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

Town Administrator  
*Michael E. Boynton*

August 15, 2016

To: **Milford Daily News**  
**Legal Notice**

**TOWN OF MEDWAY**  
**NOTICE OF PUBLIC HEARING**

The Town of Medway will conduct a public hearing in Sanford Hall of Town Hall, 155 Village Street, Medway on Tuesday, September 6, 2016 at 7:00 p.m. regarding a request by Verizon New England, Inc. and Eversource (Nstar) to relocate utility poles on Main Street and Winthrop Street. A copy of the Pole Petitions will be on file at the Selectmen's Office and available for public viewing by contacting 508-533-3264 or visiting the office during Town Hall hours. Anyone wishing to be heard on the petition should be present at the above date and time.

Sincerely,

Michael E. Boynton  
Town Administrator

# AGENDA

## ITEM #2

### **Committee Appointment - William Caton – Council on Aging**

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

- Email Correspondence – COA Chair, Mary Lou Staples
- Letter Of Interest – William Caton

Please note: The COA Chair has met with Mr. Caton and is recommending his appointment.

**Proposed Motion:** I move that the Board appoint William Caton to the Council on Aging for a term to expire June 30, 2019.

## Lindsey Rockwood

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**To:** Lindsey Rockwood  
**Subject:** RE: COA vacancy

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[REDACTED]  
**Sent:** Friday, August 19, 2016 7:46 AM

**To:** Allison Potter

**Subject:** RE: COA vacancy

Hi Allison:

I did not bring it up to the full COA group because we do not meet during the summer, however, several of the COA members had already approached me to let me know Bill was applying. They all know Bill and would like him to join the group. Bill is at the center most days and takes part in many of the activities.

As always Allison thank you for your rapid response!

Mary Lou

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**From:** Allison Potter [<mailto:apotter@townofmedway.org>]

**Sent:** Friday, August 19, 2016 7:32 AM

[REDACTED]  
**Subject:** RE: COA vacancy

Hi Mary Lou,

We did receive a letter of interest from Bill Caton. We can schedule his appointment for the 9/6 Selectmen's meeting. Did the full COA meet him and is recommending his appointment? If not and that won't be done prior to the 9/6 meeting, I can simply let the BOS know that he's endorsed by you as the COA Chair.

Thanks,  
Allison

**Allison Potter**  
Asst. Town Administrator  
Town of Medway

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[REDACTED]  
**Sent:** Friday, August 19, 2016 7:06 AM

**To:** Allison Potter

**Subject:** COA vacancy

Good morning Allison:

Bill Caton spoke with me yesterday about the vacancy on the COA and said he had sent a letter asking to be appointed to the open spot. Do you know if his letter was received and if he will be appointed to the vacancy? I have known Bill for over 15 years and his late wife Hazel served on the COA years ago. I believe Bill would be an excellent person to fill the vacancy created when John Wooster opted not to be reappointed when his term expired in June of this year.

Thank you for checking into this for me.

Have a wonderful weekend!

Mary Lou

8/15/16

Board of Selectmen,

MY NAME IS WILLIAM P. CATON.

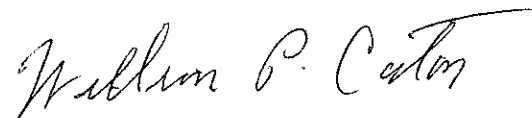
I WOULD LIKE TO BE APPOINTED TO THE VANCY ON THE COUNCIL ON AGING.

I AM A SENIOR CITIZEN, A RESIDENT OF MEDWAY SINCE THE 1960'S. I SERVED ON THE BOARD OF THE MEDWAY FRIENDS OF ELDERS FOR OVER 10 YEARS.

I WOILD NOW LIKE TO GET BACK SERVING MEDWAY RESIDENTS.

THANK YOU FOR CONSIDERING MY REQUEST TO FILL THE VACANCY.

WILLIAM P. CATON

A handwritten signature in cursive script that reads "William P. Caton". The signature is written in black ink and is positioned to the right of the typed name.

# AGENDA

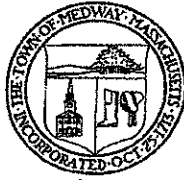
## ITEM #3

### Approval – Neelon Lane Easement – Charles River Village

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

- Memo from Susy-Affleck Childs, Planning and Economic Development Coordinator
- Map of Proposed Easement
- Easement Deed

**Proposed Motion:** I move that the Board accept the deed from Charles River Village LLC for a perpetual easement on and over a 6,863 sq. area on Neelon Lane as shown, for public access and maintenance.



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

**MEMORANDUM**

August 22, 2016

TO: Board of Selectmen  
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator  
RE: Acceptance of conveyance of easements at Charles River Village

**BACKGROUND** – In March 2011, the Planning and Economic Development Board approved an open space residential development (OSRD) special permit to develop a 13 unit, single family home condominium community known as Charles River Village. The applicant and developer was Charles River Village LLC/John Claffey. The site, located at 6 Neelon Lane, is 7.6 acres in size. The approved development was to include a new private roadway, Charles View Lane, which was to be accessed off of Neelon Lane. In April 2013, the decision was modified to downsize the development to 11 units. The approved project included one "development" parcel (3.43 acres) and one "open space parcel" (4.18 acres). The project also included an extension of Neelon Lane to access Charles View Lane. See *attached Sheet of the endorsed plan*. The November 2015 town meeting voted to accept the open space parcel.

**CURRENT STATUS** - The May 9, 2016 Town Meeting (Article 25), voted to accept a perpetual easement over a 6,863 sq. ft. extension of Neelon Lane to the Town for public access and maintenance. See the pink highlighted area on the attachment showing this portion of the Charles River Village Definitive Plan. The article also included acceptance of a non-exclusive perpetual access easement over an adjacent portion of Neelon Lane shown in blue highlight to allow the public to access the abutting open space area shown on the plan as Parcel B. NOTE - Parcel B is shown in green highlight.

1. **REQUEST** – I request that the Board of Selectmen consider this matter at its September 6, 2016 meeting and vote to accept the above noted easements as authorized by Town Meeting. *A copy of the easement deed signed by John Claffey and a portion of the Charles River Village Definitive Plan showing the above noted areas are provided.*
2. **RECOMMENDED MOTION** – I move that the Board of Selectmen accept the deed from Charles River Village LLC to convey to the Town of Medway, a perpetual easement on and over a 6,863 sq. ft. area as shown the Definitive Plan Charles River Village Open Space Residential Development, for public access and maintenance and a non-exclusive easement on and over Neelon Lane as shown on the Definitive Plan for public access to the open space parcel.
3. **SIGN ACCEPTANCE OF DEED document.** *See attached.*





**EASEMENT DEED**

**Charles River Village LLC**, a limited liability company organized under the laws of the Commonwealth of Massachusetts having its usual place of business at 800 Washington Street, Holliston, Massachusetts 01746

for consideration of less than One Hundred and 00/100 (\$100.00) Dollars

grants to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS BOARD OF SELECTMEN**, Town Hall, Village Street, Medway, Norfolk County, Massachusetts for general municipal purposes

with **QUITCLAIM COVENANTS**

1. **A perpetual Easement for public access and maintenance by the Town of Medway on and over the extension of Neelon Lane, shown as "Access and Maintenance Easement (6863 S.F.)" on a plan of land entitled, 'Definitive Plans "Charles River Village" Open Space Residential Development (OSRD) in Medway, Massachusetts Date: November 20, 2012 Revise Dates: February 15, 2013 May 30, 2013 O'Driscoll Land Surveying Co.', recorded with the Norfolk County Registry of Deeds in Plan Book 624, Page 5, for all purposes for which public ways may be used in the Town of Medway, in common with others entitled thereto;**
2. **A Non-Exclusive Perpetual Access Easement, on and over the Proposed Public Access Trail extending from Neelon Lane and Charles River Lane, for purposes of accessing Open Space Parcel "B", all as shown on said plan.**

For title of Grantor, see Deed recorded with the Norfolk County Registry of Deeds in Book 31487, Page 392.

**SIGNATURE AND NOTARY ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the said Charles River Village LLC has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John F. Claffey, its Manager this 8<sup>th</sup> day of ~~October, 2015.~~

*August, 2016.*

Charles River Village LLC

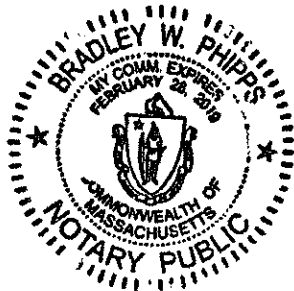
By: *John F. Claffey - Manager*  
John F. Claffey, Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

*August 8 2016*  
~~October \_\_\_\_\_, 2015~~

On this *8<sup>th</sup>* day of ~~October, 2015~~ *August 2016*, before me, the undersigned notary public, personally appeared John F. Claffey, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Charles River Village LLC.



*[Signature]*  
, Notary Public  
My Commission Expires:

ACCEPTANCE OF DEED

Acceptance of the foregoing easement deed by the Town of Medway Board of Selectmen is acknowledged as of this \_\_\_\_ day of September, 2016, pursuant to authority granted by vote under Article 25 of the May 9, 2016 Annual Town Meeting.

In witness wherefore we, the duly elected and qualified Selectmen of the Town of Medway have hereunto set our hands this \_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Glenn Trindade, Chairman

\_\_\_\_\_  
Maryjane White

\_\_\_\_\_  
Richard D'Innocenzo

\_\_\_\_\_  
John Foresto

\_\_\_\_\_  
Dennis Crowley

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this \_\_\_\_ day of September, 2016, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily as members of the Town of Medway Board of Selectmen for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# AGENDA

## ITEM #4

### Approval – Contract with BETA Group for Construction Inspection Services

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

- Memo from Susy-Affleck Childs, Planning and Economic Development Coordinator
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with BETA Group for construction inspection services in an amount not to exceed \$11,600.



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

**MEMORANDUM**

September 1, 2016

TO: Board of Selectmen  
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator  
RE: Engineering Services Contract – The BETA Group  
Exelon Expansion Site Plan

As you know, the Planning and Economic Development Board has approved the site plan for the proposed expansion of the Exelon peaker facility in Medway. The Board will next move to the construction inspection process to ensure that all the elements included on the approved site plan are implemented and carried out per the plan. That of course is dependent on the project receiving project approval from the Energy Facilities Siting Board and the Town of Millis for water supply.

Normally, the PEDB has Tetra Tech Engineering perform the construction observation work. However, Tetra Tech has conflict of interest in that the firm has done work for Exelon. Consequently, the PEDB must secure the services of another engineering firm for this project.

The PEDB would like to continue with the BETA Group, a full service, planning, engineering and construction services firm with offices in Lincoln, RI and Norwood, MA. BETA had previously been selected to provide plan review services for the Exelon project instead of Tetra Tech.

At its August 9, 2016 meeting, the PEDB approved a price proposal dated 8-9-16 from BETA in the amount of \$ 11,600 for construction observation services.

The Board ask the Board of Selectmen to vote to approve the attached contract documents which include the BETA proposal.

Thank you.

# **AGREEMENT BETWEEN THE TOWN OF MEDWAY and BETA Group, Inc.**

This Agreement is made on this \_\_\_\_ day of September, 2016, between the Town of Medway, the County of Norfolk and the Commonwealth of Massachusetts, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and BETA Group, Inc. (hereinafter, "Consultant"), an engineering firm with its principle place of business at 6 Blackstone Valley Place, Suite 101, Lincoln, RI, 02865, whereby the Town and Consultant contract for services under the terms and conditions set forth herein. The Planning and Economic Development Board is responsible for administering the contract.

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

Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

## **I. CONTRACT DOCUMENTS**

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between the Town and the Consultant. In the event of a conflict between this Agreement and any of the Exhibits set forth below, this Agreement shall take precedence.

### **Exhibits**

- A. Scope of Services dated August 4, 2016
- B. Consultant's Proposal dated August 9, 2016
- C. Consultant's Certificates of Insurance required under this Agreement
- D. Consultant's Certificate of Vote of Organization
- E. Consultant's Certificate of Non-Collusion

## **II. CONSULTANT'S SERVICES**

The Consultant shall provide engineering consulting services to the Planning and Economic Development Board for the periodic monitoring of construction of the approved Exelon Expansion project for compliance with the endorsed site plan. Efforts will be as outlined in the Consultant's Proposal Letter referenced above. The full execution of this Agreement constitutes the Town's written authorization for the Consultant to proceed with the professional services described in the Consultant's proposal.

## **III. STANDARD OF CARE**

The Contractor will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

## **IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Services.

## **V. TOWN'S RESPONSIBILITIES**

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

## **VI. PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES**

The Town shall pay the Consultant for the performance of this Agreement a sum not to exceed \$11,600 for the services on a time and materials basis as described in the Consultant's proposal. Consultant shall not be paid for any services in excess of this amount without approval and notice to proceed from the Town.

The Town shall make payment on a monthly basis to the Consultant within forty-five days after receipt of an invoice from the Consultant.

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

## **VII. SUSPENSION OF WORK**

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

## **VIII. TERMINATION**

### **8.1 By Town**

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



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

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

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

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

## **8.2 By Consultant**

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant also shall have the right to terminate this Agreement if Town fails to make timely payment on the amounts due to Consultant under this Agreement.

## **8.3 Force Majeure**

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

## **IX. INSURANCE**

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

**9.1** Worker's compensation insurance in accordance with state law. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.

**9.2** Commercial general liability insurance (including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury) with a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the

aggregate. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.

- 9.3** Comprehensive automobile liability insurance (including owned, non-owned and hired vehicles) at limits not less than:
- a. \$1,000,000 Each Person for Bodily Injury;
  - b. \$1,000,000 Each Accident for Bodily Injury; and
  - c. \$1,000,000 Each Accident for Property Damage.
- 9.4** Professional liability insurance with limits of at least \$1,000,000.00 for each occurrence and at least \$1,000,000.00 in the aggregate covering Consultant's errors and omissions and negligent acts of the Consultant and of any person or entity for whose performance the Consultant is legally liable at all times while services are being performed under this Contract.
- 9.5** The Consultant must furnish a certificate of insurance evidencing all insurance coverage required by this Contract to the Town at time of contract issue. This Certificate of Insurance will be attached as Exhibit C to this Agreement.
- 9.6** All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. The Town shall be added as an additional insured on each policy, with the exception of the worker's compensation insurance. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy.** Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

## **X. INDEMNIFICATION**

The Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including the costs and expenses of litigation and attorney's fees, to the extent that they are caused by, arises out of, or occasioned by the negligent acts and omissions of the Consultant.

## **XI. MISCELLANEOUS PROVISIONS**

### **11.1 Entire Agreement**

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

### **11.2 Binding Agreement and Assignment of Interest**

This Agreement shall be binding upon Consultant and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Consultant. The Consultant shall

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

### **11.3 Subcontractors**

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

### **11.4 Inspection by Town**

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

### **11.5 Incorporation of Applicable Law**

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

### **11.6 Governing Law**

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

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

### **11.7 Licensure and Compliance with Massachusetts Tax Law**

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

### **11.8 Corporate Contractor**

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation as of the date of submission. The certificate will be Exhibit D to this Agreement. This

Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

#### **11.9 Interpretation & Severability**

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

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

**Consultant**

Joseph P'Allesani

For

By its duly authorized representative

Date: 8/26/16

**Town of Medway by its Board of Selectmen**

\_\_\_\_\_  
Glenn Trindade, Chairman

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

**Approved as to availability of funds:**

Carol Rest

Town Accountant

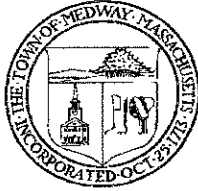
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Account Number

**Approved as to form:**

KP Saw / JEM

Town Counsel



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

August 4, 2016

**Engineering Scope of Services**

The Town of Medway Planning and Economic Development Board wishes to enter into a contract for professional outside consulting services to monitor the construction of the approved Exelon Expansion project located at 9 Summer Street and 34 West Street.

The construction services shall include the following:

1. Conduct pre-construction meeting with owner, contractors and engineers.
2. Conduct routine and scheduled inspections of the construction of new roads, reconstructed existing roads, and related infrastructure and stormwater systems to assure that said items are constructed and installed in accordance with the approved plans and to the standards set forth in the Planning Board's *Rules and Regulations*, the Conservation Commission's Order of Conditions, Town specifications, or other contract documents.
3. Prepare a complete punch list for all uncompleted roadway related work. Oversee completion of the punch list to Town standards and present a report to the Town upon completion of such work
4. Review and comments on submitted as-built plans.
5. Other services as required by the Planning and Economic Development Board during the construction process including but not limited to the preparation of bond estimates and reductions, dealing with resident inquiries, attending meetings, etc.
6. These Services shall be rendered under the general direction of the chairman of the Planning and Economic Development Board and the Planning and Economic Development Coordinator.



CERTIFICATE OF VOTE OF ORGANIZATION

As a duly authorized meeting of the Board of Directors of the BETA GROUP, INC. (name of corporation)

held on 8-26-2016, at which a quorum was present and acting throughout, Directors were (date)

present or waived notice, it was voted that Frank Romeo, PRES/CEO of this (name and title)

organization be and hereby is authorized to submit proposals and execute contracts in the name and behalf of said organization, and affix its Corporate Seal thereto and such action shall be valid and binding upon this organization.

A TRUE COPY, ATTEST: Michael E. Grilli

Place of Business:

6 BLACKSTONE VALLEY PLACE #101 LINCOLN, RI 02865

I hereby certify that I am the SECRETARY of BETA GROUP, INC. (Title) (Name of Organization)

that Frank Romeo is the duly elected PRESIDENT of said company, (Name of Officer) (Title)

and the above vote has not been amended or rescinded and remains in full force and effect as of the date

of this contract.

Signature: Michael E. Grilli

Name/Title: Michael E Grilli, SECRETARY

Date: 8-26-2016

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. August 26, 2016



Then personally appeared the above named Michael Corilli and acknowledged the foregoing Instrument to be his/her free act and deed before me.

NOTARY PUBLIC Carol Lesper

My commission expires:

11/1/17



**CERTIFICATE NON-COLLUSION AND TAX COMPLIANCE**

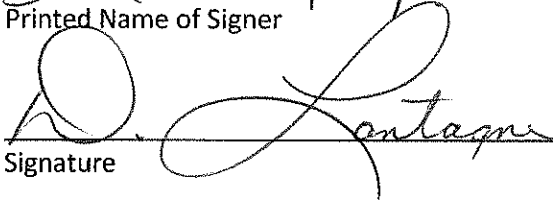
The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the Consultant named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Consultants, and withholding and remitting child support.

05-0398907  
Social Security Number or Federal Identification Number

BETA GROUP, INC  
Company Name

Donna Lantagne, SR VICE PRES.  
Printed Name of Signer

  
Signature

8-26-2016  
Date

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to M.G.L. Chapter 30B.

# **AGENDA**

## **ITEM #5**

**Update – Redevelopment Authority Matters –  
Andy Rodenhiser, Chair**

**No associated backup materials.**

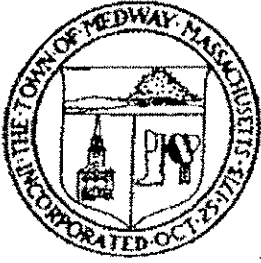
# **AGENDA**

## **ITEM #6**

**Update – FY2016 Fiscal Year Wrap-up /4<sup>th</sup>  
Quarter Financial Report**

**Associated backup materials attached:**

- Memo – Carol Pratt, Finance Director
- FY16 Finance Report



Town of Medway

**Office of the Town Accountant**

155 Village Street, Medway MA 02053

Tel: (508) 533-3202

Fax: (508) 533-3201

**MEMORANDUM**

**TO:** Board of Selectman  
**CC:** Michael Boynton; Town Administrator  
**FROM:** Carol Pratt; Finance Director  
**RE:** FY2016 Fiscal Year Wrap-Up  
**DATE:** August 31, 2016

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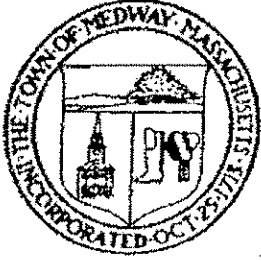
Highlights:

	<u>Est. FY16</u>	<u>FY15</u>
Revenues Net Gain:	\$842k	\$739k
Expenditure Savings:	\$896K	\$977K
Monetary Article Spending:	\$1.296M	\$2.335M

Enterprise Funds:

Water Net Gain/(Loss)	(\$29k)	\$37k
Sewer Net Gain/(Loss)	\$71k	\$53k
Ambulance Net Gain/(Loss)	\$56k	\$108k
Solid Waste Net Gain/(Loss)	(\$15k)	\$130k

Stabilization/Stability Funds:	\$4.124M	\$4.147M
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## Town of Medway

### Office of the Town Accountant

155 Village Street, Medway MA 02053

Tel: (508) 533-3202

Fax: (508) 533-3201

### MEMORANDUM

**TO:** Board of Selectman  
**CC:** Michael Boynton; Town Administrator  
**FROM:** Carol Pratt; Finance Director  
**RE:** June 30, 2016 - Fiscal Year 2016 4th Quarter Financial Report  
**DATE:** August 16, 2016

---

Attached for your review please find a comparative analysis report of the revenues and expenses for the 4th quarter ending June 30, 2016 versus the 4th quarter ending June 30, 2015. Reporting covers the General Fund and the Water, Ambulance, Sewer and Solid Waste Enterprise Funds. As you review the report please note the following:

#### General Fund

- General Fund Revenue -

Overall revenues for the period are above budget and above last fiscal year with 101.8% of FY16 budgeted revenues received for the fiscal year, versus 101.6% in FY15.

*Property Tax Levy* – Revenue collections for the period are less than last fiscal year, (97.7% in FY16 versus 98.2% in FY15).

*Motor Vehicle Excise* – Revenue collections for the period are more than last fiscal year, (129.4% in FY16 versus 126.4% in FY15).

*Fees* – Revenue collections are up substantially from last year with 267.5% of the budgeted revenues for FY16, compared to 167.2% in FY15. An additional \$100k was collected in FY16. The notable increases were; \$56k in Conservation Bylaw fees partially due a receipt of \$44,075 from the Salmon Adult Community project and another \$15,725 for the initial portion of the Millstone project and administrative fees from Police details increased by \$22k.

*Other Departmental Revenue* – Revenues were up by \$127k over last fiscal year. This is due to \$124k received as a result of the Town's Net-Metering Agreement. The Town also incurred \$77k in Net-Metering expense, for a net gain of \$47k in FY16.

*Licenses & Permits* – FY16 revenues are up by \$200k over FY15 primarily due to an increase in Building Permits. This increase is a result of a combination of factors; there has been an increase in volume over last year, partially from the Millstone project and the new permitting rates and fee structure that went into effect in March 2015.

*Local Meal Tax* – The institution of the meals tax at the May 2015 ATM resulted in revenues of \$138k for FY2016. The first \$100k received was transferred to the OPEB Trust.

*Misc Non-Recurring* – Revenues from the collections of Deferred Taxes and Tax Title decreased in FY16.

- General Fund Expenses – Page 1

*Education Expenses* - School expenses are expected to come in on budget in FY16. \$100k of encumbered expenses have not yet been posted to the general ledger, which will bring their available budget to zero.

- General Fund Expenses – Page 4

General Government Expenses are under budget with 91.4% of the total budget spent to date. 91.7% was spent during FY15.

- General Fund – Page 5

Public Safety Expenses are under budget at 98.3% for the fiscal year, compared to 96.7% in FY15.

- General Fund Expenses – Page 6

Public Works Expenses are under budget at 94.1% primarily due to a budget increase made to Street Lighting Expense for the Net-Metering program. Approximately \$56k of expenses for the program will be encumbered. Snow & Ice expenses also came in \$20k under budget. Expenses last fiscal year were 99.8%.

- General Fund – Page 7

Health and Human Service Expenses are under budget at 93.5% due to decreased spending in the COA budget. 95.6% was spent during FY15.

- General Fund – Page 8

Culture and Recreation Expenses are on budget at 99.8% versus 98.9% in FY15.

- General Fund Expenses – Page 9

Town Wide General Government Expenses are on budget under budget at 96.6% versus 97.5% in FY15.

The Total FY16 Operating Budgeted Expenditures are below budget at 96.6%. This is slightly less than FY15's fiscal year which was 97.5% of budgeted expense. Please note that encumbered expenses are not reflected in this report and amount to approximately \$220k.

## Enterprise Funds

- Enterprise Funds – Page 1

*Ambulance* - Revenues from fees are above budget, but are below those of FY15 for the fiscal year, (\$534k versus \$556k). An increased use of Retained Earnings and the transfer from the General Fund bring total revenues close to FY15 levels (\$751k versus \$753k).

Expenditures are below budget at 98%, but are above FY15 levels, (\$694 versus \$645), due to added payroll expenses in FY16. Overall, with the use of retained earnings and the transfer from the general fund, the Ambulance Enterprise fund had a net gain of \$56k versus \$107k in FY15.

*Sewer* - Revenues from fees are under budget by \$30k, but up from FY15 by \$212k due to fee increases. With the inclusion of the use of Retained Earnings and the stabilization transfer, total revenues are at 98.1% for the fiscal year.

Expenditures are under budget at 93.6% versus 94.4% in FY15. This is due to an over budget of debt expense that was not incurred. The Sewer Enterprise fund had a net gain of \$70k versus \$53k in FY15.

- Enterprise Funds – Page 2

*Solid Waste* - Revenues from fees are below budget at 95.7% and total receipts are down from FY15 by \$45k. With the use of retained earnings, revenues are under budget at 95.8%, which equates to \$63k.

Expenditures are under budget at 96.8% for the year. Overall, with the use of retained earnings, the Solid Waste Enterprise fund had a net loss of (\$15k) versus a net gain of \$130k in FY15.

*Water* - Revenues from fees are under budget at 96.9% versus 100% in FY15. With the use of \$112k in retained earnings, total revenues are at 97% of budget.

Expenditures are below budget at 98.3% and on par with FY15. With an additional \$40k of encumbered expenses not reflected in the report, the Water Enterprise fund had a net loss of (\$69k) versus a net gain of \$37k in FY15.



TOWN OF MEDWAY  
Current Year vs Previous Year Revenues  
Through June 30, 2016  
0001 - GENERAL FUND

	2016 Budget	2016 Collected	2016 % Collected	2015 Budget	2015 Collected	2015 % Collected
PERSONAL AND REAL ESTATE TAXES:	\$32,795,236	\$32,026,697	97.7%	\$31,524,176	\$30,952,650	98.2%
LOCAL RECEIPTS:						
MOTOR VEHICLE EXCISE	\$1,500,000	\$1,941,672	129.4%	\$1,474,444	\$1,863,443	126.4%
PENALTY&INTEREST TAXES/EXCISE	\$85,000	\$140,781	165.6%	\$85,000	\$234,502	275.9%
PAYMENT LIEU OF TAXES	\$24,000	\$33,575	139.9%	\$24,000	\$32,172	134.0%
FEES	\$100,000	\$267,541	267.5%	\$100,000	\$167,168	167.2%
OTHER DEPARTMENTAL REVENUE	\$15,000	\$210,879	1,405.9%	\$5,000	\$84,456	1,689.1%
LICENSES & PERMITS	\$191,000	\$514,803	269.5%	\$190,000	\$309,210	162.7%
FINES & FORFEITS	\$15,000	\$19,013	126.8%	\$15,000	\$19,588	130.6%
INVESTMENT INCOME	\$46,000	\$71,412	155.2%	\$43,000	\$112,603	261.9%
LOCAL MEALS TAX	\$-	\$38,449	- %	\$-	\$-	- %
MISC RECURRING	\$16,000	\$80,013	500.1%	\$8,000	\$90,922	1,136.5%
MISC NON-RECURRING	\$-	\$144,815	- %	\$-	\$357,406	- %
TOTAL LOCAL RECEIPTS:	\$1,992,000	\$3,462,953	173.8%	\$1,944,444	\$3,271,470	168.2%
TOTAL TAXES AND LOCAL RECEIPTS:	\$34,787,236	\$35,489,650	102.0%	\$33,468,620	\$34,224,120	102.3%
STATE AID:						
EXEMPTIONS: ELDERLY, ETC.	\$36,657	\$17,588	48.0%	\$38,554	\$17,588	45.6%
UNRESTRICTED GENERAL GOVERNMENT AID	\$1,085,599	\$1,124,681	103.6%	\$1,085,599	\$1,085,599	100.0%
VETERANS BENEFITS	\$53,135	\$114,933	216.3%	\$52,709	\$79,412	150.7%
CHAPTER 70	\$10,117,244	\$10,175,519	100.6%	\$10,117,244	\$10,117,243	100.0%
CHARTER TUITION ASSMNT REIMBSMENT	\$13,395	\$12,859	96.0%	\$36,706	\$14,737	40.1%
TOTAL STATE AID:	\$11,306,030	\$11,445,580	101.2%	\$11,330,812	\$11,314,579	99.9%
OPERATIONAL RESERVE TRANSFER:	\$43,684	\$43,684	100.0%	\$162,346	\$162,346	100.0%
<b>Total REVENUES</b>	<b>\$46,136,950</b>	<b>\$46,978,914</b>	<b>101.8%</b>	<b>\$44,961,778</b>	<b>\$45,701,045</b>	<b>101.6%</b>

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

00 EDUCATION

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>300 SCHOOL DEPARTMENT</b>									
		School Salaries	\$19,570,842	\$19,511,703	\$19,207,362	98.4%	\$19,271,144	\$19,338,798	100.4%
		School Expense	\$5,325,552	\$5,384,691	\$5,168,600	96.0%	\$5,315,672	\$5,163,589	97.1%
		<b>Total School Department</b>	<b>\$24,896,394</b>	<b>\$24,896,394</b>	<b>\$24,375,962</b>	<b>97.9%</b>	<b>\$24,586,816</b>	<b>\$24,502,387</b>	<b>99.7%</b>
<b>301 EDUCATION OTHER</b>									
		Regional District Payments	\$755,897	\$651,567	\$634,304	97.4%	\$688,818	\$683,894	99.3%
		<b>Total Education Other</b>	<b>\$755,897</b>	<b>\$651,567</b>	<b>\$634,304</b>	<b>97.4%</b>	<b>\$688,818</b>	<b>\$683,894</b>	<b>99.3%</b>
		<b>Total Education</b>	<b>\$25,652,291</b>	<b>\$25,547,961</b>	<b>\$25,010,267</b>	<b>97.9%</b>	<b>\$25,275,634</b>	<b>\$25,186,281</b>	<b>99.6%</b>

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

01 GENERAL GOVERNMENT

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>122 TOWN ADMINISTRATOR</b>									
		Town Administrator Salaries	\$346,592	\$346,592	\$331,973	95.8%	\$320,569	\$327,729	102.2%
		Town Administrator Expenses	\$30,325	\$30,325	\$27,533	90.8%	\$29,644	\$11,084	37.4%
		<b>Total Town Administrator</b>	<b>\$376,917</b>	<b>\$376,917</b>	<b>\$359,506</b>	<b>95.4%</b>	<b>\$350,213</b>	<b>\$338,813</b>	<b>96.7%</b>
<b>125 HUMAN RESOURCES</b>									
		Human Resources Salaries	\$157,969	\$157,969	\$143,421	90.8%	\$152,709	\$154,292	101.0%
		Human Resources Expenses	\$61,486	\$61,486	\$42,348	68.9%	\$51,486	\$32,351	62.8%
		<b>Total Human Resources</b>	<b>\$219,455</b>	<b>\$219,455</b>	<b>\$185,769</b>	<b>84.7%</b>	<b>\$204,195</b>	<b>\$186,643</b>	<b>91.4%</b>
<b>131 FINANCE COMMITTEE</b>									
		Finance Committee Expenses	\$2,000	\$2,000	\$526	26.3%	\$3,000	\$825	27.5%
		<b>Total Finance Committee</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$526</b>	<b>26.3%</b>	<b>\$3,000</b>	<b>\$825</b>	<b>27.5%</b>
<b>132 RESERVE FUND</b>									
		Reserve Fund Appropriation	\$100,000	\$25,400	\$-	- %	\$63,808	\$-	- %
		<b>Total Reserve Fund</b>	<b>\$100,000</b>	<b>\$25,400</b>	<b>\$-</b>	<b>- %</b>	<b>\$63,808</b>	<b>\$-</b>	<b>- %</b>
<b>135 TOWN ACCOUNTANT</b>									
		Town Acct Salary	\$178,481	\$186,483	\$183,053	98.2%	\$174,293	\$172,682	99.1%
		Town Acct Expense	\$55,032	\$55,032	\$42,973	78.1%	\$52,600	\$42,192	80.2%
		<b>Total Town Accountant</b>	<b>\$233,513</b>	<b>\$241,515</b>	<b>\$226,026</b>	<b>93.6%</b>	<b>\$226,893</b>	<b>\$214,874</b>	<b>94.7%</b>
<b>141 ASSESSORS</b>									
		Assessors Salaries	\$205,173	\$207,468	\$206,486	99.5%	\$195,405	\$192,899	98.7%
		Assessors Expenses	\$19,750	\$26,750	\$20,597	77.0%	\$26,475	\$17,429	65.8%
		<b>Total Assessors</b>	<b>\$224,923</b>	<b>\$234,218</b>	<b>\$227,083</b>	<b>97.0%</b>	<b>\$221,880</b>	<b>\$210,328</b>	<b>94.8%</b>
<b>145 TREASURER/COLLECTOR</b>									
		Treas/Colt Salaries	\$252,567	\$262,940	\$224,135	85.2%	\$247,415	\$249,013	100.6%
		Treas/Colt Expenses	\$62,000	\$62,000	\$53,872	86.9%	\$63,600	\$54,258	85.3%
		<b>Total Treasurer/Collector</b>	<b>\$314,567</b>	<b>\$324,940</b>	<b>\$278,007</b>	<b>85.6%</b>	<b>\$311,015</b>	<b>\$303,270</b>	<b>97.5%</b>
<b>150 TAX TITLE EXPENSES</b>									
		Tax Title Expenses	\$-	\$-	\$2,052	- %	\$-	\$4,698	- %
		<b>Total Tax Title Expenses</b>	<b>\$-</b>	<b>\$-</b>	<b>\$2,052</b>	<b>- %</b>	<b>\$-</b>	<b>\$4,698</b>	<b>- %</b>
<b>151 LEGAL</b>									
		Legal Expenses	\$120,000	\$145,000	\$84,093	58.0%	\$126,000	\$94,593	75.1%

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

01 GENERAL GOVERNMENT

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
		<b>Total Legal</b>	<b>\$120,000</b>	<b>\$145,000</b>	<b>\$84,093</b>	<b>58.0%</b>	<b>\$126,000</b>	<b>\$94,593</b>	<b>75.1%</b>
<b>155</b>		<b>MIS/TECHNOLOGY</b>							
		Is Salaries	\$173,683	\$208,683	\$206,968	99.2%	\$169,942	\$169,968	100.0%
		Is Expenses	\$233,450	\$233,450	\$232,198	99.5%	\$126,990	\$126,964	100.0%
		<b>Total Mis/Technology</b>	<b>\$407,133</b>	<b>\$442,133</b>	<b>\$439,165</b>	<b>99.3%</b>	<b>\$296,932</b>	<b>\$296,932</b>	<b>100.0%</b>
<b>161</b>		<b>TOWN CLERK</b>							
		Town Clerk Salaries	\$110,163	\$110,978	\$110,506	99.6%	\$108,141	\$107,935	99.8%
		Town Clerk Expenses	\$2,682	\$2,682	\$1,693	63.1%	\$2,682	\$2,162	80.6%
		<b>Total Town Clerk</b>	<b>\$112,845</b>	<b>\$113,660</b>	<b>\$112,199</b>	<b>98.7%</b>	<b>\$110,823</b>	<b>\$110,098</b>	<b>99.3%</b>
<b>162</b>		<b>ELECTIONS</b>							
		Elections Salaries	\$2,821	\$2,821	\$5,807	205.8%	\$9,114	\$8,772	96.2%
		Elections Expenses	\$6,256	\$6,256	\$3,270	52.3%	\$13,800	\$12,283	89.0%
		<b>Total Elections</b>	<b>\$9,077</b>	<b>\$9,077</b>	<b>\$9,077</b>	<b>100.0%</b>	<b>\$22,914</b>	<b>\$21,055</b>	<b>91.9%</b>
<b>163</b>		<b>REGISTRATIONS</b>							
		Registrations Salaries	\$450	\$450	\$450	100.0%	\$450	\$450	100.0%
		Registrations Expenses	\$4,255	\$4,255	\$3,973	93.4%	\$4,255	\$3,394	79.8%
		<b>Total Registrations</b>	<b>\$4,705</b>	<b>\$4,705</b>	<b>\$4,423</b>	<b>94.0%</b>	<b>\$4,705</b>	<b>\$3,844</b>	<b>81.7%</b>
<b>171</b>		<b>CONSERVATION COMMISSION</b>							
		Cons Comm Salaries	\$48,638	\$52,238	\$52,103	99.7%	\$36,582	\$36,582	100.0%
		Cons Comm Expenses	\$2,404	\$2,404	\$2,400	99.8%	\$1,929	\$1,920	99.5%
		<b>Total Conservation Commission</b>	<b>\$51,042</b>	<b>\$54,642</b>	<b>\$54,503</b>	<b>99.7%</b>	<b>\$38,511</b>	<b>\$38,502</b>	<b>100.0%</b>
<b>175</b>		<b>PLANNING AND ECONOMIC DEVELOPM</b>							
		Planning Salaries	\$70,105	\$71,500	\$71,339	99.8%	\$96,871	\$97,170	100.3%
		Planning Expenses	\$7,860	\$7,860	\$4,252	54.1%	\$17,410	\$12,175	69.9%
		<b>Total Planning And Economic Developm</b>	<b>\$77,965</b>	<b>\$79,360</b>	<b>\$75,591</b>	<b>95.3%</b>	<b>\$114,281</b>	<b>\$109,345</b>	<b>95.7%</b>
<b>176</b>		<b>ZONING BOARD</b>							
		Zoning Board Expenses	\$2,050	\$2,050	\$2,049	100.0%	\$2,250	\$2,103	93.5%
		<b>Total Zoning Board</b>	<b>\$2,050</b>	<b>\$2,050</b>	<b>\$2,049</b>	<b>100.0%</b>	<b>\$2,250</b>	<b>\$2,103</b>	<b>93.5%</b>
<b>177</b>		<b>ENERGY MANAGMENT</b>							
		Energy Managment Salaries	\$15,907	\$15,907	\$16,282	102.4%	\$10,407	\$10,407	100.0%
		Energy Management Expenses	\$1,000	\$1,000	\$625	62.5%	\$8,500	\$1,082	12.7%

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

01 GENERAL GOVERNMENT

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
		<b>Total Energy Management</b>	<b>\$16,907</b>	<b>\$16,907</b>	<b>\$16,907</b>	<b>100.0%</b>	<b>\$18,907</b>	<b>\$11,489</b>	<b>60.8%</b>
<b>178</b>		<b>ENERGY COMMITTEE</b>							
		Energy Committee Expenses	\$400	\$400	\$75	18.8%	\$800	\$335	41.9%
		<b>Total Energy Committee</b>	<b>\$400</b>	<b>\$400</b>	<b>\$75</b>	<b>18.8%</b>	<b>\$800</b>	<b>\$335</b>	<b>41.9%</b>
<b>182</b>		<b>COMMUNITY DEVELOPMENT</b>							
		Community Development Salaries	\$112,089	\$112,511	\$94,331	83.8%	\$82,923	\$53,525	64.5%
		Community Development Expenses	\$4,345	\$4,345	\$2,953	68.0%	\$7,077	\$804	11.4%
		<b>Total Community Development</b>	<b>\$116,434</b>	<b>\$116,856</b>	<b>\$97,284</b>	<b>83.3%</b>	<b>\$90,000</b>	<b>\$54,329</b>	<b>60.4%</b>
<b>192</b>		<b>BUILDING MAINTENANCE</b>							
		Town Building Maint Salaries	\$75,260	\$76,714	\$73,752	96.1%	\$51,021	\$47,507	93.1%
		Town Building Maint Expense	\$137,150	\$137,150	\$134,989	98.4%	\$122,800	\$123,652	100.7%
		<b>Total Building Maintenance</b>	<b>\$212,410</b>	<b>\$213,864</b>	<b>\$208,741</b>	<b>97.6%</b>	<b>\$173,821</b>	<b>\$171,159</b>	<b>98.5%</b>
<b>194</b>		<b>OTHER INSURANCE</b>							
		Other Insurance	\$247,000	\$217,000	\$214,055	98.6%	\$225,814	\$217,138	96.2%
		<b>Total Other Insurance</b>	<b>\$247,000</b>	<b>\$217,000</b>	<b>\$214,055</b>	<b>98.6%</b>	<b>\$225,814</b>	<b>\$217,138</b>	<b>96.2%</b>
<b>195</b>		<b>ANNUAL TOWN REPORT</b>							
		Annual Town Report	\$850	\$850	\$460	54.1%	\$750	\$710	94.7%
		<b>Total Annual Town Report</b>	<b>\$850</b>	<b>\$850</b>	<b>\$460</b>	<b>54.1%</b>	<b>\$750</b>	<b>\$710</b>	<b>94.7%</b>
		<b>Total General Government</b>	<b>\$2,850,193</b>	<b>\$2,840,949</b>	<b>\$2,597,593</b>	<b>91.4%</b>	<b>\$2,607,512</b>	<b>\$2,391,085</b>	<b>91.7%</b>

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

02 PUBLIC SAFETY

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>210 POLICE DEPARTMENT</b>									
		Police Salaries	\$1,981,208	\$2,019,437	\$2,003,198	99.2%	\$1,958,753	\$1,964,143	100.3%
		Police Expenses	\$225,862	\$236,862	\$230,892	97.5%	\$229,443	\$167,412	73.0%
		<b>Total Police Department</b>	<b>\$2,207,070</b>	<b>\$2,256,299</b>	<b>\$2,234,090</b>	<b>99.0%</b>	<b>\$2,188,196</b>	<b>\$2,131,555</b>	<b>97.4%</b>
<b>215 POLICE FIRE COMMUNICATIONS</b>									
		Polfire Comm Salaries	\$238,981	\$243,151	\$223,851	92.1%	\$234,371	\$196,822	84.0%
		Polfire Comm Expenses	\$13,080	\$13,080	\$32,124	245.6%	\$13,080	\$29,006	221.8%
		<b>Total Police Fire Communications</b>	<b>\$252,061</b>	<b>\$256,231</b>	<b>\$255,975</b>	<b>99.9%</b>	<b>\$247,451</b>	<b>\$225,828</b>	<b>91.3%</b>
<b>220 FIRE DEPARTMENT</b>									
		Fire Salaries	\$560,991	\$631,379	\$636,987	100.9%	\$570,863	\$572,516	100.3%
		Fire Expenses	\$99,500	\$109,300	\$75,203	68.8%	\$85,260	\$66,493	78.0%
		<b>Total Fire Department</b>	<b>\$660,491</b>	<b>\$740,679</b>	<b>\$712,190</b>	<b>96.2%</b>	<b>\$656,123</b>	<b>\$639,009</b>	<b>97.4%</b>
<b>241 BUILDING INSPECTOR</b>									
		Build Inspect Salaries	\$181,116	\$181,660	\$173,015	95.2%	\$181,950	\$168,965	92.9%
		Build Inspect Expenses	\$5,300	\$5,300	\$5,788	109.2%	\$4,804	\$4,660	97.0%
		<b>Total Building Inspector</b>	<b>\$186,416</b>	<b>\$186,960</b>	<b>\$178,804</b>	<b>95.6%</b>	<b>\$186,754</b>	<b>\$173,624</b>	<b>93.0%</b>
<b>292 ANIMAL CONTROL</b>									
		Animal Control Expenses	\$46,475	\$46,475	\$44,672	96.1%	\$45,484	\$44,989	98.9%
		<b>Total Animal Control</b>	<b>\$46,475</b>	<b>\$46,475</b>	<b>\$44,672</b>	<b>96.1%</b>	<b>\$45,484</b>	<b>\$44,989</b>	<b>98.9%</b>
		<b>Total Public Safety</b>	<b>\$3,352,513</b>	<b>\$3,486,644</b>	<b>\$3,425,731</b>	<b>98.3%</b>	<b>\$3,324,008</b>	<b>\$3,215,005</b>	<b>96.7%</b>

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

04 PUBLIC WORKS

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>422 DEPARTMENT PUBLIC WORKS</b>									
		Dps Admin Salaries	\$556,622	\$565,659	\$523,057	92.5%	\$528,785	\$504,903	95.5%
		Dps Admin Expenses	\$298,150	\$298,150	\$321,716	107.9%	\$330,400	\$351,517	106.4%
		Dps Traffic Signals Exp	\$1,700	\$1,700	\$1,566	92.1%	\$1,700	\$1,700	100.0%
		Dps Tree Warden Salaries	\$1,500	\$1,500	\$1,500	100.0%	\$1,500	\$1,500	100.0%
		Dps Tree Warden Expenses	\$1,000	\$1,000	\$1,000	100.0%	\$1,500	\$1,500	100.0%
		Dps Roads Expenses	\$166,000	\$166,000	\$166,000	100.0%	\$140,000	\$140,000	100.0%
		Dps Snow/Ice Salaries	\$41,500	\$41,500	\$67,735	163.2%	\$441,500	\$158,611	35.9%
		Dps Snow/Ice Expenses	\$384,377	\$384,377	\$338,139	88.0%	\$408,877	\$691,570	169.1%
		Dps Street Light Expenses	\$30,200	\$163,200	\$106,957	65.5%	\$34,500	\$34,500	100.0%
		Dps Cemetery Expenses	\$100	\$100	\$100	100.0%	\$100	\$-	- %
<b>Total Department Public Works</b>			<b>\$1,481,149</b>	<b>\$1,623,186</b>	<b>\$1,527,769</b>	<b>94.1%</b>	<b>\$1,888,862</b>	<b>\$1,885,801</b>	<b>99.8%</b>
<b>Total Public Works</b>			<b>\$1,481,149</b>	<b>\$1,623,186</b>	<b>\$1,527,769</b>	<b>94.1%</b>	<b>\$1,888,862</b>	<b>\$1,885,801</b>	<b>99.8%</b>

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

**05 HEALTH & HUMAN SERVICES**

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>510 HEALTH DEPARTMENT</b>									
		Health Prof Sals	\$100,669	\$101,213	\$100,198	99.0%	\$71,715	\$68,919	96.1%
		Health Expenses	\$27,975	\$27,975	\$22,757	81.3%	\$26,010	\$28,772	110.6%
		<b>Total Health Department</b>	<b>\$128,644</b>	<b>\$129,188</b>	<b>\$122,954</b>	<b>95.2%</b>	<b>\$97,725</b>	<b>\$97,691</b>	<b>100.0%</b>
<b>541 COUNCIL ON AGING</b>									
		Council Aging Salaries	\$84,342	\$86,001	\$74,334	86.4%	\$83,925	\$80,100	95.4%
		Council Aging Expenses	\$53,061	\$53,061	\$44,727	84.3%	\$53,935	\$49,749	92.2%
		<b>Total Council On Aging</b>	<b>\$137,403</b>	<b>\$139,062</b>	<b>\$119,061</b>	<b>85.6%</b>	<b>\$137,860</b>	<b>\$129,849</b>	<b>94.2%</b>
<b>543 VETERANS SERVICES</b>									
		Veterans Expenses	\$97,054	\$141,254	\$141,136	99.9%	\$137,951	\$130,178	94.4%
		<b>Total Veterans Services</b>	<b>\$97,054</b>	<b>\$141,254</b>	<b>\$141,136</b>	<b>99.9%</b>	<b>\$137,951</b>	<b>\$130,178</b>	<b>94.4%</b>
<b>545 HANDICAP COMMISSION</b>									
		Handicap Comm Expenses	\$500	\$500	\$-	- %	\$500	\$-	- %
		<b>Total Handicap Commission</b>	<b>\$500</b>	<b>\$500</b>	<b>\$-</b>	<b>- %</b>	<b>\$500</b>	<b>\$-</b>	<b>- %</b>
		<b>Total Health &amp; Human Services</b>	<b>\$363,601</b>	<b>\$410,004</b>	<b>\$383,152</b>	<b>93.5%</b>	<b>\$374,036</b>	<b>\$357,718</b>	<b>95.6%</b>



TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

06 CULTURE & RECREATION

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>422 DEPARTMENT PUBLIC WORKS</b>									
	Dps Parks Salaries		\$218,873	\$223,188	\$220,580	98.8%	\$194,538	\$175,059	90.0%
	Dps Parks Expenses		\$100,102	\$100,102	\$101,809	101.7%	\$89,502	\$104,497	116.8%
	<b>Total Department Public Works</b>		<b>\$318,975</b>	<b>\$323,290</b>	<b>\$322,389</b>	<b>99.7%</b>	<b>\$284,040</b>	<b>\$279,557</b>	<b>98.4%</b>
<b>610 LIBRARY</b>									
	Library/Media Salaries		\$228,355	\$231,582	\$231,776	100.1%	\$201,143	\$186,781	92.9%
	Library/Media Expenses		\$110,282	\$110,282	\$110,085	99.8%	\$79,290	\$91,335	115.2%
	<b>Total Library</b>		<b>\$338,637</b>	<b>\$341,864</b>	<b>\$341,861</b>	<b>100.0%</b>	<b>\$280,433</b>	<b>\$278,116</b>	<b>99.2%</b>
<b>654 SUNSHINE GROUP</b>									
	Sunshine Group Salaries		\$31,981	\$32,621	\$32,621	100.0%	\$31,981	\$31,972	100.0%
	Sunshine Group Expenses		\$14,040	\$14,040	\$14,040	100.0%	\$14,040	\$13,947	99.3%
	<b>Total Sunshine Group</b>		<b>\$46,021</b>	<b>\$46,661</b>	<b>\$46,661</b>	<b>100.0%</b>	<b>\$46,021</b>	<b>\$45,920</b>	<b>99.8%</b>
<b>670 MEMORIAL COMMITTEE</b>									
	Memorial Comm Expenses		\$2,000	\$2,000	\$1,622	81.1%	\$600	\$599	99.8%
	<b>Total Memorial Committee</b>		<b>\$2,000</b>	<b>\$2,000</b>	<b>\$1,622</b>	<b>81.1%</b>	<b>\$600</b>	<b>\$599</b>	<b>99.8%</b>
	<b>Total Culture &amp; Recreation</b>		<b>\$705,633</b>	<b>\$713,815</b>	<b>\$712,532</b>	<b>99.8%</b>	<b>\$611,094</b>	<b>\$604,192</b>	<b>98.9%</b>

TOWN OF MEDWAY  
Current Year vs Previous Year Expenditures  
Through June 30, 2016  
0001 - GENERAL FUND

09 TOWN-WIDE GOVERNMENT

Org	Object	Description	2016 Adopted	2016 Amended	2016 Expended & Encumb	2016 % Used	2015 Amended	2015 Expended & Encumb	2015 % Used
<b>700 DEBT SERVICE</b>									
		Debt Service Expense	\$3,509,060	\$3,509,060	\$3,294,587	93.9%	\$3,454,101	\$3,263,797	94.5%
		<b>Total Debt Service</b>	<b>\$3,509,060</b>	<b>\$3,509,060</b>	<b>\$3,294,587</b>	<b>93.9%</b>	<b>\$3,454,101</b>	<b>\$3,263,797</b>	<b>94.5%</b>
<b>910 EMPLOYEE BENEFITS</b>									
		Employee Benefits Salaries	\$424,652	\$424,652	\$413,627	97.4%	\$396,147	\$379,361	95.8%
		<b>Total Employee Benefits</b>	<b>\$424,652</b>	<b>\$424,652</b>	<b>\$413,627</b>	<b>97.4%</b>	<b>\$396,147</b>	<b>\$379,361</b>	<b>95.8%</b>
<b>911 RETIREMENT PENSION</b>									
		Retirement Expenses	\$1,902,885	\$1,902,885	\$1,902,885	100.0%	\$1,591,065	\$1,565,052	98.4%
		<b>Total Retirement Pension</b>	<b>\$1,902,885</b>	<b>\$1,902,885</b>	<b>\$1,902,885</b>	<b>100.0%</b>	<b>\$1,591,065</b>	<b>\$1,565,052</b>	<b>98.4%</b>
<b>912 WORKERS COMPENSATION</b>									
		Workers Comp Expenses	\$117,500	\$112,500	\$109,569	97.4%	\$115,000	\$104,212	90.6%
		<b>Total Workers Compensation</b>	<b>\$117,500</b>	<b>\$112,500</b>	<b>\$109,569</b>	<b>97.4%</b>	<b>\$115,000</b>	<b>\$104,212</b>	<b>90.6%</b>
<b>913 UNEMPLOYMENT COMPENSATION</b>									
		Unemployment Expenses	\$90,000	\$50,000	\$44,175	88.3%	\$65,000	\$46,713	71.9%
		<b>Total Unemployment Compensation</b>	<b>\$90,000</b>	<b>\$50,000</b>	<b>\$44,175</b>	<b>88.3%</b>	<b>\$65,000</b>	<b>\$46,713</b>	<b>71.9%</b>
<b>914 HEALTH INSURANCE</b>									
		Health Insurance Expenses	\$4,689,432	\$4,631,432	\$4,296,998	92.8%	\$4,522,847	\$4,114,448	91.0%
		<b>Total Health Insurance</b>	<b>\$4,689,432</b>	<b>\$4,631,432</b>	<b>\$4,296,998</b>	<b>92.8%</b>	<b>\$4,522,847</b>	<b>\$4,114,448</b>	<b>91.0%</b>
<b>915 OTHER BENEFITS</b>									
		Reserve For Salary	\$124,187	\$8	\$-	- %	\$-	\$-	- %
		<b>Total Other Benefits</b>	<b>\$124,187</b>	<b>\$8</b>	<b>\$-</b>	<b>- %</b>	<b>\$-</b>	<b>\$-</b>	<b>- %</b>
		<b>Total Town-Wide Government</b>	<b>\$10,857,716</b>	<b>\$10,630,537</b>	<b>\$10,061,840</b>	<b>94.7%</b>	<b>\$10,144,160</b>	<b>\$9,473,582</b>	<b>93.4%</b>
		<b>Total GENERAL FUND</b>	<b>\$45,263,096</b>	<b>\$45,253,096</b>	<b>\$43,718,884</b>	<b>96.6%</b>	<b>\$44,225,306</b>	<b>\$43,113,664</b>	<b>97.5%</b>

**TOWN OF MEDWAY**  
**FY16 BUDGET VS FY15 ACTUAL/REVENUES AND EXPENDITURES**  
**as of June 30, 2016 AND June 30, 2015**

ENTERPRISE FUNDS						
	FY16 Budgeted	FY16 Received thru June 30, 2016	FY16 Percent Received	FY15 Budgeted	FY15 Received thru June 30, 2015	FY15 Percent Received
<b>Revenues</b>						
AMBULANCE ENTERPRISE FUND	\$ 492,516	\$ 534,565	108.5%	\$ 440,482	\$ 556,772	126.4%
RETAINED EARNINGS/GF TRANSFER	\$ 216,416	\$ 216,416		\$ 196,381	\$ 196,381	
	\$ 708,932	\$ 750,981	105.9%	\$ 636,863	\$ 753,153	118.3%
		Expensed thru June 30, 2016			Expensed thru June 30, 2015	
<b>Expenses</b>						
AMBULANCE ENTERPRISE FUND						
<i>EMS salaries</i>	\$ 397,875	\$ 408,637	102.7%	\$ 371,473	\$ 370,401	99.7%
<i>EMS expenses</i>	\$ 276,857	\$ 251,803	91.0%	\$ 230,290	\$ 239,816	104.1%
<i>Long-Term Debt Principal</i>	\$ 30,000	\$ 30,000	100.0%	\$ 30,000	\$ 30,000	
<i>Long-Term Debt Interest</i>	\$ 4,200	\$ 4,200	100.0%	\$ 5,100	\$ 5,100	
<i>Short-Term Debt Interest</i>						
<b>Total</b>	\$ 708,932	\$ 694,640	98.0%	\$ 636,863	\$ 645,317	101.3%
Net Gain (Revenue, less Expenses)		\$ 56,341		Net Gain	\$ 107,836	

<b>Revenues</b>						
SEWER ENTERPRISE FUND	\$ 1,432,123	\$ 1,402,211	97.9%	\$ 1,216,776	\$ 1,190,917	97.9%
RETAINED EARNINGS/STABILITY TRANSFER	\$ 129,131	\$ 129,131		\$ 68,811	\$ 68,811	
Unapportioned Betterment Revenue					7,599	
	\$ 1,561,254	\$ 1,531,342	98.1%	\$ 1,285,587	\$ 1,267,327	98.6%
		Expensed thru June 30, 2016			Expensed thru June 30, 2015	
<b>Expenses</b>						
SEWER ENTERPRISE FUND						
<i>sewer salaries</i>	\$ 219,489	\$ 186,006	84.7%	\$ 154,694	\$ 156,072	100.9%
<i>sewer expenses</i>	\$ 1,039,903	\$ 1,043,940	100.4%	\$ 845,008	\$ 841,696	99.6%
<i>Long-Term Debt Principal</i>	\$ 212,000	\$ 169,500	80.0%	\$ 201,100	\$ 158,600	78.9%
<i>Long-Term Debt Interest</i>	\$ 84,862	\$ 61,305	72.2%	\$ 79,785	\$ 56,897	71.3%
<i>Short-Term Debt Interest</i>	\$ 5,000			\$ 5,000	\$ 952	19.0%
<b>Total</b>	\$ 1,561,254	\$ 1,460,751	93.6%	\$ 1,285,587	\$ 1,214,217	94.4%
Net Gain (Revenue, less Expenses)		\$ 70,591		Net Gain	\$ 53,110	

FY16 Budgeted	FY16 Received thru June 30, 2016	FY16 Percent Received
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FY15 Budgeted	FY15 Received thru June 30, 2015	FY15 Percent Received
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**Revenues**

**SOLID WASTE ENTERPRISE FUND  
RETAINED EARNINGS**

\$ 1,481,607	\$ 1,418,182	95.7%
\$ 21,923	\$ 21,923	
\$ 1,503,530	\$ 1,440,105	95.8%

\$ 1,340,442	\$ 1,463,825	109.2%
\$ -	\$ -	
\$ 1,340,442	\$ 1,463,825	109.2%

**Expenses**

**SOLID WASTE ENTERPRISE FUND**

		Expensed thru June 30, 2016	
<i>Solid Waste salaries</i>	\$ 326,048	\$ 290,185	89.0%
<i>Solid Waste expenses</i>	\$ 1,177,482	\$ 1,164,716	98.9%
<b>Total</b>	\$ 1,503,530	\$ 1,454,901	96.8%

		Expensed thru June 30, 2015	
	\$ 298,957	\$ 279,809	93.6%
	\$ 1,041,465	\$ 1,053,584	101.2%
	\$ 1,340,422	\$ 1,333,393	99.5%

Net Loss (Revenue, less Expenses)

\$ (14,796)

Net Gain

\$ 130,432

**Revenues**

**WATER ENTERPRISE FUND  
RETAINED EARNINGS**

\$ 2,258,350	\$ 2,187,507	96.9%
\$ 112,095	\$ 112,095	
\$ 2,370,445	\$ 2,299,602	97.0%

\$ 2,112,301	\$ 2,113,142	100.0%
\$ -	\$ -	
\$ 2,112,301	\$ 2,113,142	100.0%

**Expenses**

**WATER ENTERPRISE FUND**

		Expensed thru June 30, 2016	
<i>Salaries</i>	\$ 639,563	\$ 599,399	93.7%
<i>Expenses</i>	\$ 835,917	\$ 851,908	101.9%
<i>Long-Term Debt Principal</i>	\$ 652,121	\$ 652,121	100.0%
<i>Long-Term Debt Interest</i>	\$ 222,844	\$ 220,504	98.9%
<i>Short-Term Debt Interest</i>	\$ 20,000	\$ 5,160	25.8%
<b>Total</b>	\$ 2,370,445	\$ 2,329,092	98.3%

		Expensed thru June 30, 2015	
	\$ 557,313	\$ 551,226	98.9%
	\$ 754,007	\$ 771,489	102.3%
	\$ 561,999	\$ 560,000	99.6%
	\$ 188,982	\$ 188,981	100.0%
	\$ 50,000	\$ 4,514	9.0%
	\$ 2,112,301	\$ 2,076,210	98.3%

Net Loss (Revenue, less Expenses)

\$ (29,490)

Net Gain

\$ 36,932

# **AGENDA**

## **ITEM #7**

**Approval – Award of General Obligation Bond  
& (BAN) Bond Anticipation Note**

**Associated backup materials attached:**

- Memo – Joanne Russo, Treasurer
- Motions prepared by Bond Counsel

**Note: Please refer to motion provided by Bond Counsel.**



Town of Medway

**Office of the Treasurer/Collector**

155 Village Street, Medway MA 02053

Tel: (508) 533-3205

Email: [jrusso@townofmedway.org](mailto:jrusso@townofmedway.org)

**MEMORANDUM**

**TO: Board of Selectmen**

**CC: Carol Pratt**

**FROM: Joanne Russo**

**RE: Approval of General Obligation Bond and BAN**

**DATE: 09/06/2016**

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Attached for your consideration is a motion to approve the borrowing of \$2,290,138.00 General Obligation Bond dated 09/15/2016 to Roosevelt and Cross Inc. at the Rate of 1.20% which includes a premium of \$268,843.38.

Also included in the motion is a \$1,100,000.00 BAN dated 09/15/2016 to Easthampton Savings Bank at the Rate of .84%.

\*Both bids received very competitive bids.

The GOB received 7 bids with the low being Roosevelt and Cross at 1.20. Other Bidders included Canton Fitzgerald Co. 1.22% and Financial Capital Market at 1.23%

The BAN received 4 bids with the low at .84% from Easthampton Savings Bank. Other bidders included Eastern Bank and Unibank both at .90%.

## VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Medway, Massachusetts (the “Town”), certify that at a meeting of the board held September 6, 2016, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that we hereby determine, in accordance with G.L. c.70B, that the amount of the cost of the school project authorized by a vote of the Town passed on March 9, 2015 (Article 1) not being paid by the school facilities grant is \$505,640 and we hereby approve of the issuance of notes and bonds in such amount under said G.L. c.70B.

Further Voted: that the sale of the \$2,920,138 General Obligation Municipal Purpose Loan of 2016 Bonds of the Town dated September 15, 2016 (the “Bonds”), to Roosevelt & Cross, Inc. at the price of \$3,188,981.38 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on September 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2017	\$380,138	4.00%	2022	\$255,000	4.00%
2018	365,000	4.00	2023	240,000	4.00
2019	365,000	4.00	2024	235,000	2.00
2020	350,000	4.00	2025	235,000	2.00
2021	290,000	4.00	2026	205,000	2.00

Further Voted: to approve the sale of a \$1,100,000 0.84 percent general obligation bond anticipation note of the Town being issued as State House Notes and dated September 15, 2016, payable September 15, 2017 (the “Notes” and together with the Bonds the “Obligations”), to Easthampton Savings Bank at par and accrued interest, if any.

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated August 25, 2016, and a final Official Statement dated August 31, 2016, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Treasurer to review and update the Town's post-issuance federal tax compliance procedures with such changes, if any, as the Treasurer and bond counsel deem necessary in order to monitor and maintain the tax-exempt status of the Obligations.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Obligations were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: September 6, 2016

---

Clerk of the Board of Selectmen

AM 58604141.1



# AGENDA

## ITEM #8

### Inter-Municipal Agreement – Energy Manager Services – Town of Millis

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

- Contract
- Energy Manager Job Description

**Proposed Motion:** I move that the Board execute an inter-municipal agreement with the Town of Millis for energy manager services.

**Agreement for Energy Manager Services  
Between  
The Town of Millis  
And  
The Town of Medway**

Whereas, the Towns of Millis and Medway, collectively hereinafter referred to as the “Towns”, desire to cooperate in the provision of Energy Manager services pursuant to M.G.L. c. 40, s.4A; and,

Whereas, the Towns have obtained authorization for such undertaking as required by M.G.L. c.40, s.4A pursuant to a vote of the Town of Millis Board of Selectmen on June 16, 2014 and the Town of Medway Board of Selectmen on June 16, 2014 and,

Whereas, pursuant to the agreement, the geographical area comprising the Towns shall be considered one service area by the Energy Manager position for the performance of their duties hereunder,

Now therefore, the Towns, in mutual consideration of the covenants contained herein, agree as follows:

1. The Town of Medway will appoint and staff an Energy Manager position with duties as outlined in a job description attached hereto as Appendix A; said position description may be amended from time to time with the mutual agreement of both Towns.
2. The Town of Millis, acting through their Board of Selectmen, shall appoint a liaison to work with the Energy Manager on provision of service issues.
3. The salaries, benefits, and other compensation paid to the Energy Manager shall be provided under this contract and the Town of Medway Classification and Compensation Plan for Management Employees.
4. The Town of Medway agrees to cover the Energy Manager under their General Liability Policy and indemnify and hold the Town of Millis harmless, including defense claims, for acts in the Town of Medway. The Town of Millis agrees to cover the Energy Manager under their General Liability Policy and indemnify and hold the Town of Medway harmless, including defense claims, for acts in the Town of Millis.
5. The Town of Medway shall assess and bill the Town of Millis the amount of \$36,924, for services for the period from August 25, 2016 to June 30, 2017. The assessment reflects a 60% - Millis/40% - Medway cost sharing arrangement for the term of this contract, and shall be billed quarterly, August 25, November 25, February 25 and May 25. Payment shall be made to the Town of Medway

within thirty days of receipt of invoice.

With the exception of unemployment compensation, and acts or omissions resulting in actions, charges or suits against the Towns, the maximum financial liability of each Town pursuant to this Agreement shall be the amount appropriated by each Town in fiscal year 2017 for the provision of Energy Manager services contemplated herein. If either Millis or Medway reduces hours of service in current or subsequent fiscal years such that employees are eligible for unemployment compensation, then said town reducing the hours of service shall be responsible for paying for unemployment compensation charges to the Commonwealth of Massachusetts. This provision shall survive the term of this agreement.

6. Medway shall provide the Energy Manager with a cell phone with data, text and email access; the cost of which shall be shared by each town.

7. Mileage reimbursement shall be provided for miles travelled within each Town by the applicable individual town. Mileage for events, seminars or meetings shall be paid 50% by each town. Travel to or from each town to the other shall not be compensable. In the alternative, each town may provide a vehicle for business travel.

8. The term of this agreement shall be from August 25, 2016 to June 30, 2017. The Towns shall meet annually, to discuss the provisions of the agreement and make estimates of the term and assessment for future contract years. The contract terms shall remain in effect until either a new agreement is reached or the Town(s) terminate the agreement. This agreement may be amended from time to time with written consent of both Towns.

9. Either Town, by vote of the Board of Selectmen, may terminate this agreement upon the provision of at least sixty (60) days prior written notification to the other Town. Such notice shall state the termination date. Upon such termination, each Town shall be solely responsible for providing the services formerly provided by the other town pursuant hereto. In the event of such termination, the Towns shall prepare a full statement of outstanding unpaid financial obligations pursuant to this agreement within thirty days after termination of the agreement, and appropriate financial adjustments shall be made to equalize the expenses in accordance with this agreement.

10. The Towns agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

11. The Towns, acting by their respective officials responsible for the Energy Manager services referred to herein, shall keep accurate and comprehensive records of all costs incurred, and reimbursements and contributions received from whatever source. The Energy Manager shall, by April 15 of each year, make a financial report of the services performed pursuant to this Agreement and shall provide a copy thereof to the Millis Board of Selectmen and Medway Board of Selectmen.

12. At the end of any fiscal year during the term of this agreement, either party may request the performance of an audit of the records of the services provided pursuant hereto. The Town of Medway shall arrange for such an audit to be performed by a firm acceptable to both parties. The requesting parties shall bear the cost of any such audit.

Town of Millis:  
By its Board of Selectmen

Town of Medway:  
By its Board of Selectmen

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

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

\_\_\_\_\_

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# ENERGY MANAGER

## **OVERVIEW**

The Energy Manager will perform a variety of responsible professional, technical and administrative work serving as the shared Energy Manager for the towns of Medway and Millis. The full-time Energy Manager will divide time between the designated municipalities and be responsible for the administrative, technical, and supervisory tasks related to the development and implementation of each community's energy policies, practices and projects.

## **SUPERVISION**

The Energy Manager will work under the general direction of the Town Administrators in Medway and Millis and will ensure that management operations are supportive of the instructional goals of the Towns.

The employee works from municipal policies and objectives, establishing short-range plans and goals, and assumes direct accountability for results. Employee consults with supervisor only where clarification, interpretation, or exception to municipal policy may be required. The employee exercises control in the development of departmental policies, goals, objectives.

## **RESPONSIBILITIES**

Develop and administer the Green Communities Program including grant management and reporting to DOER.

Research and apply for renewable energy grant opportunities.

Compile, maintain, and file all energy reports, including State MEI data.

Operate and maintain energy management software such as MassEnergyInsight. Monitor municipal energy consumption and measure energy savings against set energy goals town wide and at the individual project level. Develop immediate action plans and long term strategies for improvement.

Prepare and present regular reports on municipal energy use to various municipal departments and boards/committees.

Serve as liaison with municipal and school Maintenance/Operations departments, their staff, and building occupants in order to provide optimum facility comfort while reducing energy consumption levels.

Work with utility companies to conduct energy audits and implement energy efficiency projects.

Research energy technology, infrastructure and project opportunities to help municipalities achieve energy reduction and sustainability goals.

Develop community outreach programs. Manage programs within specified budget limitations.

Maintain communication and positive relationships with DOER Green Communities Division, Mass Clean Energy Center, MAPC, and other related energy organizations/associations, etc.

Attend monthly evening meetings of the Energy Committees in the respective communities.

Assist other Town staff as necessary in managing the implementation of energy efficiency improvements

## **QUALIFICATIONS**

### ***Education and Experience***

Bachelor's degree in Environmental, Mechanical, or Technology Engineering or a related field from an accredited college or university.

A minimum of two years of related professional experience, including development and implementation of energy efficiency and renewable energy programs.

Demonstrated ability to work independently, to assume responsibility, to prioritize and resolve problems, to work under pressure in a fast-paced work atmosphere, to coordinate and manage complex projects, to be flexible to accommodate projects for multiple municipalities.

Excellent interpersonal skills, including the ability to maintain effective working relationships with the business and non-profit community, the public, boards and committees, consultants and employees.

Massachusetts Driver's License and personal vehicle available for work use.

Experience or training in the field of Engineering, Public Administration, Environmental Sciences, Environmental Policy/Management, Urban Planning, Energy Management, or a similar field.

Experience in environmental and energy programs, with knowledge of the latest principles, methods, and techniques of renewable energy and energy efficiency programs.

Experience in research, policy development, grant development and report writing.

Experience in community outreach, marketing and public relations.

High proficiency with Microsoft Word, Excel, and PowerPoint; experience with MassEnergyInsight a plus.

### ***Special Knowledge, Skills, and Abilities***

Knowledge and experience in energy management, energy efficiency, renewable energy, and environmental sustainability principles.

Knowledge of laws, rules, and regulations regarding energy procurement practices, the Green Communities Act, and other environmental and renewable energy federal, state and local regulations.

Skill in planning, management, and organization

Ability to communicate effectively both orally and in writing, to establish positive public relations for the municipalities, and to interact effectively with a wide variety of people.

## **OTHER**

The position will function as an employee of the Town of Medway. The Town of Millis will contract with Medway for its needed services.

## **WORK ENVIRONMENT**

Most work is performed in an office environment.

Required to travel regularly and efficiently between participating communities.

# AGENDA

## ITEM #9

### Opening of Fall Town Meeting Warrant

#### Associated backup materials attached:

- 2016 Fall Town Meeting Calendar

**Proposed Motion:** I move that the Board open the Fall Town Meeting warrant set for November 14, 2016.

## 2016 Fall Town Meeting Calendar

Activity	Date
Board of Selectmen (BOS) Adopts Warrant	October 17, 2016
Fall Town Meeting (FTM)	November 14, 2016

Date	Activity	Responsibility
Sep 6-19	Opening/Closing of FTM Warrant	BOS & Town Admin.
Sep 20-23	Legal Review and Approval of Warrant	Town Counsel
Oct 3	Adopt Warrant	BOS
Oct 4	Transmittal of Warrant to Finance Committee (FinCom)	BOS
Oct 4-28	Review of Warrant by FinCom	FinCom
Oct 17	Vote Recommendations	BOS
<b>14 days before FinCom Public Hearing*</b>	<b>Post Date of FinCom Public Hearing in:</b> <b>1. Milford Daily News (must be provided 3-4 days prior to date you want published)</b> <b>2. FinCom Website Page</b> <b>3. Town Clerk to Post</b>	FinCom
<b>Week of Oct 17*</b>	<b>FinCom Public Hearing</b>	FinCom
Oct 26**	FinCom Votes Warrant Recommendations	FinCom
Oct 28	Warrant Posted per Charter	BOS
Nov 14	Fall Town Meeting	BOS, FinCom, Town Clerk, Moderator

Activity	Date
<b>Constable Posts Warrant</b>	<b>Oct 28, 2016</b>

- \* 1. Recommended date of Public Hearing Wed., Oct. 19, 2016
- 2. Notify Community News. Co. of public hearing notice to be placed in *Milford Daily News*. CNC needs three to four business days advance notice to place a legal ad; CNC's phone#: 800-624-7355, email:legals@wickedlocal.com.
- \*\* Charter reference (7-5-2) The finance committee shall report its recommendations, in writing, on the articles for which it held public hearings in accordance with the board of selectmen's budgeting calendar for the annual town meeting, and at least 10 days before any other town meeting.



# AGENDA

## ITEM #10

**Entertainment License Request – Medway  
Community Farm – September 25, 2016**

**Associated backup materials attached:**

- Application
- Police Chief's Recommendation

**Proposed Motion:** I move that the Board authorize an entertainment license for Medway Community Farms for their event to be held at 55 Winthrop Street on September 25, 2016 subject to Police Chief's recommendations.





# 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

August 22, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Medway Community Farm- entertainment permit

I have reviewed the application for Medway Community Farm's entertainment permit for September 25, 2016 starting at 12:00 PM and ending at 4:00 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.

Volunteers from the Medway Community Farms will be assigned to advise patrons of the no parking zone on Winthrop Street and to assist in directing and parking vehicle at the designated parking area within the farm complex.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Allen M. Tingley", is written over the typed name.

Allen M. Tingley  
Chief of Police

# AGENDA

# ITEM #11

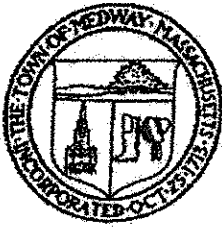
## **Approval – One-Day Liquor License Requests**

- a. Medway Business Council – September 21, 2016
- b. Daniel O'Malley – September 23, 2016
- c. Jamie Van Buren – November 5, 2016
- d. Emily Bernstein – November 25, 2016
- e. Elizabeth Mitchell – November 27, 2016

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

- Applications
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approve one-day liquor licenses for the Medway Business Council, Daniel O'Malley, Jamie Van Buren, Emily Bernstein & Elizabeth Mitchell for events to be held at the Thayer Homestead respectively, on September 21, September 23, November 5, November 25 & November 27, 2016 subject to Police Chief's recommendations and evidence 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: \$50 (May be waived at Board of Selectmen's discretion)

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

Event MBC Fall Networking

Name of Organization/Applicant Medway Business Council

Address P.O. Box 45 Medway, MA 02053

SS# or FID# \_\_\_\_\_

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

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 9/21/2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5:00 - 7:30

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

Estimated attendance 100

Will there be an age restriction? Y  N

Minimum age allowed:

generally no one under 21 attends

How, where and by whom will ID's be checked? Bartender hired for event

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

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

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer N/A

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

Experience Bartender is TIPS certified

The following may be required:

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

Date of Application 8/17/16

Applicant's Signature \_\_\_\_\_

Applicant's Name Paul Rao on behalf of Medway Business Council



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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

August 27, 2014

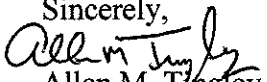
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Medway Business Council

I have reviewed the request from the Medway Business Council for a one day liquor license for their MBC Fall Networking Meeting to be held at the Thayer House, 2B Oak Street, on September 21, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Massachusetts liquor laws will be checking ID's of individuals served beer or wine at this event. There will be no on-street parking on Mechanic or Oak Street.

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

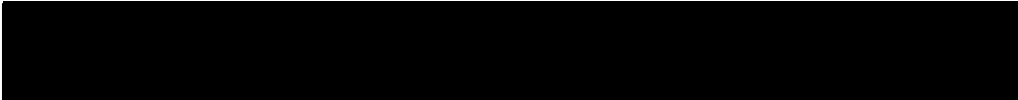
All Alcohol [X] Wine and Malt [ ]

Event [ ] Rehearsal Dinner [ ]

Name of Organization/Applicant [ ] Daniel O'Malley [ ]

Address [ ] 353 East St. Apt. 2 Wrentham, MA 02093 [ ]

FID# [ ]



Non-Profit Organization Y [ ] N [X] [ ]

Attach non-profit certificate of exemption

Event Location [ ] Thayer Homestead [ ]

Event Date [ ] 9/23/16 [ ]

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

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

Estimated attendance [ ] 50 [ ]

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

Minimum age allowed:
infants and small children



How, where and by whom will ID's be checked? Daniel O'Malley will check IDs at the door before entrance

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

Alcohol server(s)  
Attach Proof of Alcohol Server Training

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

Does the applicant have knowledge of State liquor laws? Y X 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 8/19/16

Applicant's Signature *Dan O'Malley*

Applicant's Name Daniel O'Malley



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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

August 22, 2016

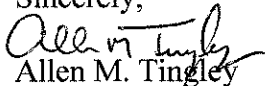
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Rehearsal Dinner

I have reviewed the request from Suzanne Daniel O'Malley for a one day liquor license for a rehearsal dinner, to be held at the Thayer House, 2B Oak Street, on Friday September 23, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

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

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

MGL c.138, §14

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

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

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

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

All Alcohol  Wine and Malt

Event Baby blessing

Name of Organization/Applicant Jamie van Buren

Address 1 Ashbury Drive, Franklin, MA. 02038

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

P [REDACTED]

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date Nov. 5, 2016

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

Is event open to the general public? Y  N

Estimated attendance 70

Will there be an age restriction? Y  N

Minimum age allowed:

How, where and by whom will ID's be checked? Event is all adults  
and very young children.

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

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

Alcohol server(s)

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer

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

Experience \_\_\_\_\_

The following may be required:

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

Date of Application 8/29/16

Applicant's Signature Jam van Buren

Applicant's Name Jamie van Buren

101 West Dr. Franklin, MA 02038

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

Police Department \_\_\_\_\_ Date

Fire Department \_\_\_\_\_ Date

Board of Health \_\_\_\_\_ Date

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

August 30, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Jamie VanBuren for a one day liquor license for a baby blessing, to be held at the Thayer House, 2B Oak Street, on November 5,, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the blessing. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen M. Tingley", is written over the printed name.

Allen M. Tingley  
Chief of Police



## Town of Medway

### BOARD OF SELECTMEN

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

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

MGL c.138, §14

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

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

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

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

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

Event Medway High School Class of 2011 Reunion

Name of Organization/Applicant Emily Bernstein

Address 18 Barber St

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

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

Attach non-profit certificate of exemption

Event Location Trayer Homestead

Event Date 11/25/16

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

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

Estimated attendance 150

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

Minimum age allowed:

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

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

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

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

Attach Proof of Alcohol Server Training \_\_\_\_\_

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

Does the applicant have knowledge of State liquor laws? Y X 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 02/10/16

Applicant's Signature Emily B

Applicant's Name Emily Bernstein

18 Barber St

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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

August 30, 2016,

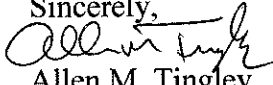
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- 2011 MHS Class reunion

I have reviewed the request from Emily Bernstein, for a one day wine and malt license for a 2011 MHS class reunion, to be held at the Thayer House, 2B Oak Street, on November 25, 2016. I approve of the issuance of this license with the following stipulations, there will be no on-street parking on Mechanic Street and Oak Street, all alcoholic beverages served at the event, must be purchased from a licensed wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Massachusetts liquor laws will be checking ID's of individuals served alcohol at this event. I would also recommend the hiring of one detail officer for this event. It is estimated there will be 150 individuals attending this event.

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 [X]

Event Bridal shower

Name of Organization/Applicant Elizabeth Mitchell

Address 1384 Commonwealth Avenue # 16 Allston, MA, 02134

FID#

Non-Profit Organization Y [ ] N [X]

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date November 27, 2016

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

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

Estimated attendance

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

Minimum age allowed:

10

How, where and by whom will ID's be checked? This is a family  
Gathering - only mimosas served.

Is there a charge for the beverages? Y  N

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

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training \_\_\_\_\_

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

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

Experience \_\_\_\_\_

**The following may be required:**

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

Date of Application 7/12/14

Applicant's Signature [Signature]

Applicant's Name Elizabeth Mitchell



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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

August 30, 2016

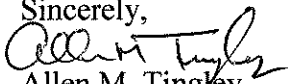
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Elizabeth Mitchell for a one day liquor license (Wine and Malt) for a bridal shower, to be held at the Thayer House, 2B Oak Street, on November 27, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

# **ITEM #12**

## **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	ATM; Ongoing

# **AGENDA**

# **ITEM #13**

**Approval of Warrants**

**Warrants to be provided at meeting**

# **AGENDA**

# **ITEM #14**

## **Approval of Minutes**

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

- June 24, 2016 Draft Minutes
- July 11, 2016 Draft Minutes
- August 30, 2016 Draft Minutes

1 **Board of Selectmen's Meeting**  
2 **June 24, 2016, 12:00 PM**  
3 **Town Administrator's Conference Room**  
4 **Town Hall, 155 Village Street**  
5

6  
7 **Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; John Foresto, Member**  
8

9 Absent: Richard D'Innocenzo, Clerk; Dennis Crowley, Member  
10

11 Also Present: Allison Potter, Assistant Town Administrator  
12

13 \*\*\*\*\*

14 At 12:05 PM, Mr. Trindade called the meeting to order and led in the pledge of allegiance.  
15  
16

17 **Approval – One-Day Liquor License Applications – Mary Bonarrigo – Thayer Homestead – June 24,**  
18 **2016 and Patrick Smith – Thayer Homestead – July 22, 2016**

19 *The Board reviewed one-day liquor license applications submitted by Mary Bonarrigo and Patrick Smith*  
20 *and Memoranda from the Police Chief dated June 21, 2016 and June 22, 2016 respectively.*  
21

22 **Mr. Foresto moved, seconded by Ms. White, that the Board approve one-day liquor licenses for Mary**  
23 **Bonarrigo and Patrick Smith for their events at the Thayer Homestead on June 24, 2016 and July 22,**  
24 **2016 respectively, subject to the fulfillment of the Police Chief's recommendations and evidence of**  
25 **appropriate insurance coverage. No discussion. VOTE: 3-0-0.**  
26

27 **At 12:06 AM, Mr. Trindade moved to adjourn; Ms. White seconded. No discussion. VOTE: 3-0-0.**



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

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

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

\*\*\*\*\*

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

**Public Comments:** None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45  
46 Mr. Boynton provided a brief explanation of the Foundation Budget Review Committee initiative to  
47 secure increased education funding. Selectman Crowley asked where the money will come from. Mr.  
48 Boynton responded that he will ask the School Committee to meet with the Board to explain it.  
49

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

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**Approval – One-Day Liquor License Requests:**

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

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

**Action Items from Previous Meeting:**

*The Board reviewed the Action Item List.*

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

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

**Approval of Warrants:**

*There was no Warrant to approve.*

**Approval of Minutes:**

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

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

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

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

**Town Administrator’s Report:**

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

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

1 **Selectmen's Report:**

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

6  
7 Selectman Crowley asked Mr. Boynton to request that Ms. Stephanie Mercandetti provide an update on  
8 the Redevelopment Authority. It will likely be in September.

9  
10 Selectman Foresto reminded residents of Medway Day taking place this Saturday, July 16, beginning at 2 pm.  
11 There will be lots of activities ending with fireworks.

12  
13  
14 **At 8:26 PM Selectman Foresto moved to adjourn; Selectman D'Innocenzo seconded. No**  
15 **discussion. VOTE: 5-0-0.**

16  
17  
18 Respectfully submitted,  
19 Jeanette Galliardt

**Board of Selectmen's Meeting  
August 30, 2016 -- 8:00 AM  
Sanford Hall, Town Hall  
155 Village Street**

**Present: Glenn Trindade, Chair; Maryjane White, Vice-Chair; John Foresto, Member.**

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Lindsey Rockwood, Administrative Assistant.

Other Present: Liam McDermott

Absent: Dennis Crowley, Member; Richard D'Innocenzo, Clerk

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At 8:00 AM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

**Public Comments:** None.

**Approval – One Day Liquor License – Leopold Avallone – September 4, 2016:**

*The Board reviewed the a one-day liquor license application a recommendation letter from Chief Tingley dated August 16, 2016.*

**Selectman Foresto moved that the Board vote to approve a one-day liquor license for Leopold Avallone for an event to be held at the St. Joseph's Parish on September 4, 2016 subject to Police Chief's recommendations. No discussion. VOTE: 3-0-0.**

**At 8:03 AM Selectman Trindade moved to adjourn; Selectman Foresto seconded. No discussion. VOTE: 3-0-0.**

# **AGENDA**

# **ITEM #15**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #16**

**Selectmen's Reports**