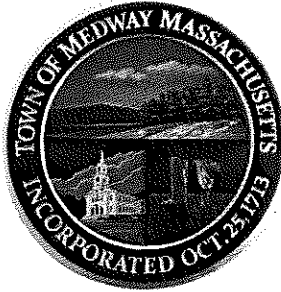


Board of Selectmen

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

November 20, 2017 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. Public Hearing – Tax Classification – 7:00 PM
2. Approval of Minutes – October 16, 2017, October 30, 2017, November 6, 2017, and November 13, 2017
3. Report from the Historical Commission
4. Report from the Redevelopment Authority – Status of Urban Renewal Plan
5. Authorization to Spend Massachusetts Department of Environmental Protection (DEP) Sustainable Materials Recovery Program Funds for Recycling Programs - \$5,400
6. Discussion – Water Treatment Options
7. Approval – Contract with Greater Attleboro-Taunton Regional Transit Authority for Transit Services
8. Approval – Contract with Katherine Tonelli for Nursing Services for the Council on Aging not to exceed \$7000
9. Approval of the Advance of Funds in Lieu of Borrowing - 123 Holliston Street - \$510,000 and Parks Improvement Project - \$2,450,000
10. Vote – Approve Sale of Tax Title Liens - Based on the Recommendation of the Tax Title Review Taskforce
11. Discussion/Vote – Fiscal Year 19 Budget Policy
12. Presentation – Five Year Revenue and Expense Forecast
13. Discussion/Vote – 2018 Annual Town Meeting
14. One-day liquor License Applications:
 - a. Leanne Harris (RTC)– Thayer Homestead – 12/7/2017
15. Action Items from Previous Meeting
16. Town Administrator's Report

17. Selectmen's Reports

18. 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 and the Chair so declares [Glen Brook Way]

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

Upcoming Meetings, Agenda and Reminders

December 4, 2017 ---- Regular Meeting

December 18, 2017 ---- Regular Meeting

AGENDA ITEM

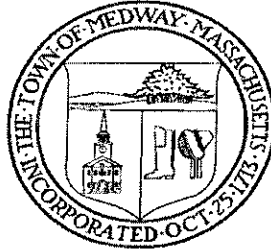
#1

Public Hearing – Tax Classification

Associated back up materials attached:

- *Tax Classification Presentation from Donna Greenwood*

Town of Medway



FY 2018 Residential Factor/Tax
Classification Hearing
Presentation
November 20, 2017

▶ **Prepared for: *Medway Board of Selectmen***

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

▶ **Prepared by: *Medway Board of Assessors***

- ▶ Carol Niedbala Chairman
- ▶ Cristina Sauer, Member
- ▶ Lindsie Tosca, Member

November 20, 2017

To the Board of Selectmen and the residents of
Medway:

As the Board of Assessors, we are pleased to present information and options for the Board of Selectmen to determine whether there shall be a single tax or split tax rate for various classes of property for Fiscal Year 2018, also known as the adoption of the residential factor. In addition, there are three other property decisions to be made.

Questions requiring a vote by the selectmen of Medway:

1. Do you choose to have a single tax rate or a split tax rate?
2. If a split rate is desired, what tax burden percentage is desired?
3. Do you choose to have a residential exemption?
 - ▶ (a residential exemption reduces the taxable valuation of each residential property that is a taxpayers principal residence. Medway has not adopted this previously. This option is typically adopted in rental areas and summer home areas. This option has been adopted by 15 out of 351 communities.
4. Do you choose to have a small commercial business exemption?
 - ▶ (a small commercial business exemption is an option that can reduce small business valuation by up to 10%. Medway has not adopted this previously. This option has been adopted by 12 out of 351 communities.

RESIDENTIAL FACTOR

This hearing requires a vote on the
ADOPTION OF A RESIDENTIAL FACTOR pursuant to MGL
 Chapter 40 Sec. 56.

- ▶ Tax burden
 Commercial/Industrial/Personal Property
 shift can be up to 150%.
- ▶ Typically communities with a strong
 commercial tax base
- ▶ Medway is 84.1% residential

RESIDENTIAL FACTOR	
Fiscal Year 2018 Tax Rate Options	
[THE DEPARTMENT OF REVENUE IS THE TAX RATE APPROVING AUTHORITY. OPTIONS BELOW ARE BASED UPON THE PROPOSED INFORMATION AT THE TIME OF PRESENTATION]	
<p>OPTION 1: SINGLE RATE (factor of 1) - NO SHIFT</p> <p>SINGLE RATE ALL \$17.66</p> <p>Typical Single Family Value \$406,200</p> <p>Typical Single Family Tax Bill \$7,173.49</p> <p>Typical Comm/ Ind Value \$639,300</p> <p>Typical Comm/ Ind Tax Bill \$11,290.04</p>	<p>OPTION 2: SHIFT THE TAX BURDEN BY 5%</p> <p>SPLIT RATE WITH CIP INCREASE OF 105%</p> <p>RES. \$16.77</p> <p>CIP \$18.54</p> <p>Typical Single Family Tax Bill \$6,811.97</p> <p>Typical Single Family Tax Bill decrease (from single rate) \$361.52</p> <p>Typical Comm/ Ind Tax Bill \$11,852.62</p> <p>Typical Comm/ Ind Tax Bill increase (from single rate) \$562.58</p>

More options:

**OPTION 3: SHIFTING THE TAX
BURDEN BY 10%
SPLIT RATE WITH CIP INCREASE OF
110%
RESIDENTIAL \$15.89
CIP \$19.43**

Typical Single Family Tax Bill
\$6,416.04
Typical Single Family Tax Bill decrease
(from single rate) \$717.35

Typical Comm/ Ind Tax Bill
\$12,421.60
Typical Comm/Ind Tax Bill increase
(from single rate)
\$1,131.56

**OPTION 4: SHIFTING THE TAX
BURDEN BY 15%
SPLIT RATE WITH CIP INCREASE OF
115%
RESIDENTIAL \$15.01
CIP \$20.31**

Typical Single Family Tax Bill
\$6,097.06
Typical Single Family Tax Bill decrease
(from single rate) \$1076.43

Typical Comm/Ind Tax Bill
\$12,984.18
Typical Comm/Ind Tax Bill increase
(from single rate)
\$1,694.14



RESIDENTIAL EXEMPTIONS

- 15 Communities of 351 communities apply a Residential Exemption
- Mainly area's with vacation/second homes and areas with a lot of rental properties
- Communities like Nantucket or Boston



Small Commercial Exemption

- 12 communities out of 351 communities apply a small commercial exemption
- Commercial properties values cannot exceed 1 million and all tenants in the building must have 10 or less employees
- Department of Labor and workforce supply the municipalities with a list of business with 10 or less employees

Town of Medway **GENERAL DATA & STATISTICS**

The assessment date for FY2018 is January 1, 2017.

(It is June 30, 2017 for parcels with building permits per Chapter 653)

SINGLE FAMILY PROPERTIES:

The overall values of single family properties (class 101) increased by almost 4% - 6 NEW HOMES, NEW PARCELS AND SEVERAL NEW STARTS ON NEW CONSTRUCTION

RESIDENTIAL CONDOMINIUMS:

The overall values of residential condominium properties (class 102) increased by slightly over 22%.

40 NEW UNITS - WILLIAMSBURG AND MILLSTONE

COMMERCIAL & INDUSTRIAL:

The overall Commercial/Industrial values increased by slightly 9%,
2 NEW INDUSTRIAL BUILDINGS AND 1 NEW INDUSTRIAL PARCEL

COMPARISON OF TOTAL CLASS VALUES - FY2017 to FY2018

	SF Values (101)	Res. Condo values (102)	Commercial Values (300's)	Industrial Values (400's)
FY2017	1,436,868,500	75,508,900	81,878,340	60,708,300
FY2018	1,491,849,400	92,260,000	82,370,588	66,260,800
VALUE DIFFERENCE	54,980,900	16,751,100	492,248	5,552,500
2017/2018 % DIFFERENCE	3.83%	22.18%	LESS THAN 1%	9.15
REASON	NEW HOMES, COMPLETION OF NEW HOMES AND SEVERAL NEW ADDITIONS, THEREFORE MORE VALUE	ADDED 40 NEW D UNITS FROM THE PREVIOUS YEAR, THEREFORE MORE VALUE	TYPICAL APPRECIATION	NEW INDUSTRIAL PARCEL ON TROTTER AND NEW CONSTRUCTION ON JAYAR AND MARC DR

ASSESSED VALUES BY CLASS

(CURRENT AND 2 PREVIOUS YEARS)

Year	Class 1 Residential	Class 2 Open Space	Class 3 Commercial	Class 4 Industrial	Class 5 Personal Property	TOTALS
2018	1,673,965,687	0	82,370,588	66,260,800	168,019,490	1,990,616,565
2017	1,598,875,127	0	81,878,340	60,708,300	145,955,480	1,887,417,247
2016	1,530,027,492	0	78,954,517	60,578,700	138,556,300	1,808,117,039

RELATIONSHIP OF CLASS VALUES (CURRENT AND 2 PREVIOUS YEARS)

FISCAL YEAR	RESIDENTIAL / OPEN SPACE	COMM/IND/PERS PROP	TOTALS
2018	84.1%	15.9%	100%
2017	84.7%	15.3%	100%
2016	84.6%	15.4%	100%



FY2017 AVERAGE SINGLE FAMILY TAX BILL (RANKED BY TOTAL TAX BILL AMOUNT)

Municipality	Split tax rate/CIP rate	Average assessed value	Tax rate \$/1000 Value	Average SF Tax bill (excludes SFA and other special charges)
Holliston	no	436,914	18.79	\$8,092
Norfolk	no	449,735	18.08	\$8,194
MEDWAY	no	391,838	17.92	\$7,022
Millis	no	359,864	17.44	\$6,629
Franklin	no	411,825	14.50	\$6,004
Milford	Yes/29.57	289,643	17.18	\$4,863
Bellingham	Yes/20.64	286,669	14.29	\$4,111

TAX RATE RECAPITULATION INFORMATION

Property Tax Levy

The property tax levy (tax dollar amount) is the revenue a community can raise through real and personal property taxes.

	LEVY HISTORY	TAX RATE
FY2018	35,153,134	17.66
FY2017	33,822,517	17.92
FY2016	32,744,999	18.11



NEW GROWTH

The additional tax revenue generated by new construction, new parcels/condos, renovations and other increases in the property tax base during a calendar year. The value amount is then multiplied by the previous year's tax rate for a tax levy growth amount.

	NEW GROWTH VALUATION	PRIOR YEAR TAX RATE	TAX LEVY GROWTH
FY2018	38,040,400	0.01792	681,683
FY2017	26,763,910	0.01811	484,694
FY2016	28,325,786	0.01824	516,662
FY2015	26,979,944	0.01884	508,302

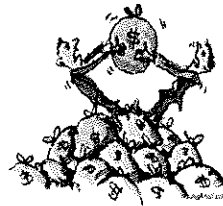


PREVIOUS YEARS TAX RATES

FISCAL YEAR	RATE
2017	\$17.92
2016	\$18.11
2015	\$18.24
2014	\$18.84
2013	\$18.56
2012	\$17.48
2011	\$17.10
2010	\$16.29
2009	\$15.12
2008	\$14.06
2007	\$13.32
2006	\$12.95
2005	\$14.23
2004	\$13.96
2003	\$13.50

TOP FIVE REAL ESTATE TAXPAYERS

1. HIDDEN ACRES REALTY LLC
2. 51 ALDER ST LLC
3. BOSTON EDISON
4. CYBEX INTERNATIONAL INC
5. MEDWAY REALTY LLC

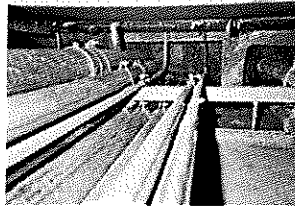


TOP FIVE PERSONAL PROPERTY TAXPAYERS

1. NSTAR
2. ALGONQUIN
3. EXELON
4. COLUMBIA GAS
5. VERIZON



EXELON HAS A COMBINED PERSONAL PROPERTY AND REAL ESTATE VALUE OF \$34,000,000.



BOARD OF ASSESSORS

- ▶ THE BOARD OF ASSESSORS MET ON
- ▶ NOVEMBER 16, 2017 AT 7:00AM AND UNANIMOUSLY VOTED TO RECOMMEND A SINGLE TAX RATE
- ▶ NO TO A RESIDENTIAL EXEMPTION
- ▶ NO TO A SMALL COMMERCIAL EXEMPTION



Published in the Milford Daily News on: November 16, 2016

- ▶ LEGAL NOTICE
- ▶ MEDWAY BOARD OF SELECTMEN
- ▶ PUBLIC HEARING
- ▶ FY2018 TAX CLASSIFICATION HEARING

- ▶ LEGAL NOTICE
- ▶ MEDWAY BOARD OF SELECTMEN
- ▶ PUBLIC HEARING
- ▶ FY2018 TAX CLASSIFICATION HEARING

▶ Pursuant to MGL Chapter 40 Sec. 56, the Board of Selectmen will hold a

▶ Public Hearing in the Sanford Hall, Town of Medway, Town Hall, 155 Village Street, Medway on Monday, November 21, 2017 at 7:00 pm on the adoption of a Residential Factor, Residential Exemption, Small Commercial Exemption and an Open Space Discount thereby determining the percentages of the tax burden borne by each class of real and personal property for FY2018. At said hearing, the Board of Assessors shall provide all information and data relevant to making such determination and the fiscal effect of the available alternatives.

- ▶
- ▶ Per order,
- ▶ Medway Board of Selectmen
- ▶

Based upon your decisions above, we will prepare the CLASSIFICATION TAX ALLOCATION, form LA5 for your signatures.

This form states your choices tonight.

Thank you.

Respectfully presented,
Board of Assessors

VOTES TO BE TAKEN



1. Does the BOS choose to have a residential exemption?
2. Does the BOS choose to have a commercial exemption?
3. Does the BOS choose an open space discount on all class two open space properties?
4. Does the BOS choose to have a single tax rate or a split tax rate? If a split tax rate is voted, what tax burden percentage is desired?

AGENDA ITEM

#2

Approval of Minutes

Associated back up materials attached:

- *October 16, 2017*
- *October 30, 2017*
- *November 6, 2017*
- *November 13, 2017*

1 **Board of Selectmen's Meeting**
2 **October 16, 2017 -- 7:00 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5

6 **Present:** Maryjane White, Chair; Richard D'Innocenzo, Vice Chair; Dennis Crowley, Clerk; Glenn
7 Trindade; Member; John Foresto, Member.
8

9 **Staff Present:** Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
10 Carol Pratt, Finance Director; Dave D'Amico, Director, Department of Public Services (DPS); Susy Affleck-
11 Childs, Planning and Economic Development Coordinator; Richard Boucher, Director, Information
12 Technology; Jack Mee, Building Commissioner; Jeff Lynch, Fire Chief; Mary Becotte, Communications
13 Director; Stephanie Mercandetti, Director of Community and Economic Development; Allen Tingley,
14 Police Chief.
15

16 **Others Present:** Frank Rossi, Finance Committee Chair; Armand Pires, Superintendent
17

18 **Design Review Committee (DRC):** Matt Buckley, Chair; Dan Connolly; Tom Gay, Planning Board
19 Representative; Seth Kendall; Alex Kevork; Rachel Walsh, Vice Chair.
20

21 *****
22

23 At 7:00 PM, Selectman White called the meeting to order and led the Pledge of Allegiance.
24

25 **Public Comments:**

26 None
27

28 **Presentation – Design Review Committee (DRC) – LED Signs (Choate Park)**

29 *The Board reviewed the October 10, 2017 Report by the Design Review Committee.*
30

31 Present: Tom Gay, Planning Board Representative to the DRC
32

33 Tom Gay reviewed the original charge from the Board of Selectmen in January of 2016 and approach the
34 DRC implemented. Much research was required including understanding the technology, locating
35 subject matter experts, investigating possible locations, evaluating if the current sign by-law addressed
36 the technology and design guidelines including, structure/size, resolution/brightness, definition and
37 administration of content. The final recommendations are provided by these topic areas: technology,
38 location, visibility and installation requirements.
39

40 The DRC investigated the following areas in order to provide the final recommendations: the need for
41 consistent and controlled communication including accessibility for updating and maintenance;
42 potential locations including the impact on surrounding areas (3 locations will be recommended);
43 current by-law and design guidelines support of the structure/size; resolution/brightness and color
44 including readable/usefulness in different situations, i.e. pedestrian versus street traffic and speed, night
45 versus day, and content including current municipality's usage, intent for utilization and central
46 administration within the Town's current structure.
47

1 The DRCs recommendations were then presented including the overall advantages which include:
2 scalability, as they are modular allowing for the right size for right location and central administration
3 with on-line and blue-tooth capability allowing for ad hoc changes and central servicing of multiple
4 locations. The specific recommendations follow:

5 Electronic Paper Display: Programmable sunlight to darkness visibility regardless of time of day was
6 recommended.

7 Structure & Size: It was noted that the Town will need to apply for a permit based on size and type;

- 8 • Recommended Structure: indigenous stone and black metal hardware, appropriately branded
9 as "Town of Medway", human scale, in line with DRC Guidelines and current/future sign by-law.
10 They suggested tying size and structure to specific location and it be professionally designed to
11 reflect the area with the need to be sympathetic to installed location.
- 12 • Recommended Size: This reflects the size of technology, recommending a minimum of 3 feet
13 high by 5 feet wide and a maximum 4 feet high by 7 feet wide, noting the larger size allows for
14 wider, clearer and more sight lines.

15 Resolution, Brightness, Color:

- 16 • Resolution: The location dictates the need for accommodating both vehicle & pedestrian traffic;
17 a 12mm minimum for pedestrians was suggested but the DRC felt 10mm was more appropriate
18 for pedestrian traffic. Traffic pattern impact may result with multiple locations requiring
19 different resolutions. The cost of resolution is decreasing and the highest possible resolution
20 was recommended allowing for a longer product life with better return on investment. The
21 lower the resolution number the better the display quality.
- 22 • Brightness: Programmability for day/time/weather was recommended and should be dimmable
23 to a minimum of 350 NITs (unit of measure of light specifically applied to a LCD or LED which is
24 progression from candlepower to NIT)
- 25 • Color: Full spectrum of color was recommended and pictures should be in full color and text at
26 selected colors only.

27 Content: Use only by and for Town of Medway messages and notifications, community organization
28 events, municipal activities, and other Town organizations with no Commercial advertising permitted
29 was recommended.

30 Location: The preferred recommended location was Choate Park along with the largest size with the
31 highest resolution as this is the most central location in Town. The two other recommended locations
32 were the Medway Police Station, replacing current changeable letter sign noting this could be smaller
33 with lower resolution and allows for multiple messages at one time since this is a high traffic area in the
34 middle of Village Street and the Medway Middle School as this is centrally located going North/South
35 and halfway between Village and Main Streets. These locations also do not impact busy intersections
36 and yet are heavily traveled.

37
38 The Board thanked the DRC and commended their efforts and well documented process and
39 recommendations. Selectman Foresto requested three questions/concerns be discussed. (1) What is
40 the possibility of hacking since this would be Bluetooth compatible? The response was they are
41 recommending it be hard-wired. (2) What are the operational and maintenance requirements and
42 associated costs? The response was the software has built in warranties, guarantees and the option for
43 purchase of maintenance contracts. Their research found the cost to maintain and run was minimal. (3)
44 The concern for potential commercial use/overuse with the need for clear and specific definition of and
45 for municipal use only. The DRC stated the by-law change is in process noting that the technology will
46 continue to evolve and be different and preferences may change over time.

1 Next steps were then discussed. All Selectmen were in agreement with the recommended locations.
2 The Board requested the DRC take on implementation of their recommendations including the tasks of
3 design, performance, and operationalization. Chairman Matthew Buckley and the present committee
4 members agreed to take on this project. The goal is to have the Choate Park sign up at the end of the
5 Route 109 project. The Selectmen requested the proposal, inclusive of the budget, be ready for 2018
6 Fall Town Meeting thus allowing for spring of 2019 installation. Mr. Gay stated once the design is
7 completed, installation time is short as the components are modular. The Board asked if the Choate
8 location has already been evaluated and DPS Director David D'Amico shared the specific planned
9 location. Town Administrator Boynton requested that Information Technology Director Boucher be
10 included in the project as the Town will need to determine how to build this into the annual operating
11 budget and the implementation of central administration. Mr. Boynton requested two items to be
12 added as part as part of this project. First, investigation of the efficacy of adding Medway High School as
13 a fourth location due to the number of activities and functions which occur at that location. Second,
14 based on the cost, determine if these should be installed over time or all at once. Selectman Crowley
15 requested the DRC focus on the Choate sign first and determine an implementation plan from there.
16 The Board requested the DRC report the recommended implementation plan back to the Board in 3-4
17 months.

18
19 **Approval – Fiscal Year (FY) 2018 Indirect Cost Allocation Agreements for Enterprise Funds**

20 *The Board reviewed the Fiscal Year 2018 Indirect Cost Allocation Agreements for Enterprise Funds.*

21
22 Town Administrator Boynton explained this is an annual auditor required process and is consistent with
23 prior years. Selectman Crowley stated the Selectmen need to look at these allocations closer than in
24 past years during the budget process moving forward.

25
26 **Selectman Crowley moved that the Board authorize the Chair to execute the Fiscal Year 2018 Indirect**
27 **Cost Allocation Agreement for the Town of Medway Enterprise Funds. Seconded by Selectman**
28 **Trindade.** Discussion: The Board asked Finance Director Pratt if our process is acceptable to the
29 Department of Revenue (DOR). Ms. Pratt stated the DOR has reviewed and approved this model and
30 shared the Town of Medway model with other communities. This is how overhead is represented.
31 Town Administrator Boynton stated this is a value decision by the Board allowing for clear and direct
32 Board oversight. FY19 changes will be reviewed as part of the upcoming budget process. Selectman
33 Foresto requested rational for any changes for FY19 be provided to the Board. **VOTE: 5-0-0.**

34
35 **Approval – Contract with Hatch Asphalt Management for Saddle Hill Road Sidewalk - \$68,000**

36 *The Board reviewed the memo, bid and contract.*

37
38 Town Administrator stated this was not addressed at the October 2nd meeting due to a protest from a
39 non-selected bidder. Town Counsel stated the bid was appropriately processed and the Town could
40 move forward. The urgency to move forward with this project was noted or this paving would need to
41 be put off until next spring.

42
43 **Selectman Trindade moved that the Board authorize the Chair to execute the contract with Hatch**
44 **Asphalt Management for the Saddle Hill Road Sidewalk for \$68,000. Seconded by Selectman Foresto.**
45 **No Discussion. VOTE: 5-0-0.**

46
47 **Discussion – Water Treatment Options**

1 Town Administrator Boynton notified the Board that Haley and Ward recently delivered a draft review
2 which will require review by himself and DPS Director D'Amico before a presentation can be made to
3 the Board. This will be addressed at November 20th Board meeting as Mr. Boynton will not be present at
4 the November 6th meeting.

5
6 **Discussion – Road and Sidewalk Plan**

7 *The Board reviewed the e-mail from Town Administrator Boynton dated October 11, 2017 and the*
8 *Spreadsheet detailing the six year plan; 2019-2024.*

9
10 Present: DPS Director, Dave D'Amico

11
12 Town Administrator Boynton remarked this was a major undertaking by Mr. D'Amico and the DPS staff
13 providing an opportunity to map out a plan focusing on mission critical areas with potential expansion in
14 certain others. The approach considered conditions, numerical calculations, project management, and
15 cost containment by geo-basing areas as much as feasible. Eighty percent will be addressed based on
16 this 6-8 year plan with consistent funding across the plan years. Mr. D'Amico explained the analysis also
17 included yearly chip seal and crack seal. Selectmen Trindade inquired about specific curbing or
18 rebuilding/repaving plans for Oakland Street between Route 109 and the Senior Center. Mr. D'Amico
19 stated high curbing is recommended for the high traffic areas with a more gradual curbing for lower
20 traffic areas. The plan does not include addressing sidewalks past the Senior Center due to major
21 engineering issues. Highland Street sidewalks were also cost prohibitive due to easement costs, large
22 and multiple trees, etc. Selectman Crowley inquired if any members of the Board would have an issue
23 with posting this plan on the Town Website. All Board members approved of posting this plan on the
24 Town of Medway's Website and the specific points that the Town Administrator e-mailed to the Board.

25
26 Discussion on project funding proceeded including potential changes in specific year plans due to
27 possible costs changes over time caused by multiple uncontrollable factors, for example the price of oil
28 and the weather, which may extend the life of the overall project. Selectman Crowley pointed out the
29 cost of inflation is not built in and asked if five percent should be added to determine the resultant
30 impact. Mr. D'Amico stated the Department of Energy publishes energy costs inflation but due to the
31 historical inaccuracy of this information, they do not include this when estimating project funding
32 requirements. Town Administrator Boynton agreed to add inflation costs into the projected plan with
33 the caveat of dependency on certain specific variables in the year. He cited one other important aspect
34 to investigate would be utilizing some of the revenue for engineering, i.e. the section of Route 109 by
35 Walgreens, which allows for the potential insertion of some work items into a larger project. Mr.
36 Boynton noted some roads are not on the plan due to future projects to change the water main system.
37 Selectman Crowley supported spending a portion of funds for engineering as funding for small projects
38 could be part of a state funded Transportation Improvement Project (TIP). This would need to
39 potentially be added to the May Town Meeting Warrant. Selectman Trindade suggested straightening
40 out Holliston Street onto Village Street, due to the significant safety issue, as a potential TIP project
41 option. Selectman Crowley suggested that Holliston Street toward Lovering Street area be added as well
42 due to safety issues. ACTION ITEM Mr. D'Amico: Recalculate the plan based on the addition of inflation
43 costs. ACTION ITEM Ms. Becotte: Post the plan and e-mail points to the Town Website.

44
45 **Vote – Fall Town Meeting Warrant Article Recommendations**

46 *The Board reviewed the Fall Town Meeting Warrant, November 13, 2017.*

1 Article 1: Town Administrator Boynton explained the Town, by law, is not allowed to pay a past Fiscal
2 Year bill in the current Fiscal Year. These funds will come from existing budget line items. The Board
3 requested the specific costs be added.
4

5 **Selectman Trindade moved that the Board approve Article 1 with the addition of not to exceed**
6 **\$6172.32. Selectman Foresto Seconded. No Discussion. Vote: 5-0-0**
7

8 Article 2: Town Administrator Boynton explained this will allow an extension of time for expending
9 funds for these projects.
10

11 **Selectman Trindade moved that the Board approve Article 2. Selectman Foresto Seconded. No**
12 **Discussion. Vote: 5-0-0.**
13

14 Article 3: Town Administrator Boynton explained this allows for the Town to fund our share of the Fire
15 Department Federal Grant.
16

17 **Selectman Foresto moved that the Board approve Article 3. Selectman Trindade Seconded. No**
18 **Discussion. Vote: 5-0-0.**
19

20 Article 4: Town Administrator Boynton explained this allows the Town to repurpose funds not utilized
21 and apply these funds to the specific projects.
22

23 **Selectman Foresto moved that the Board approve Article 4. Selectman Trindade Seconded. No**
24 **Discussion. Vote: 5-0-0.**
25

26 Article 5: Town Administrator Boynton explained the need to rescind the unused funds borrowed for
27 this project and the negative impact if this action is not taken.
28

29 **Selectman Trindade moved that the Board approve Article 5. Selectman Foresto Seconded. No**
30 **Discussion. Vote: 5-0-0.**
31

32 Article 6: Town Administrator Boynton explained the need to rescind the unused funds borrowed for
33 this project and the negative impact if this action is not taken.
34

35 **Selectman Foresto moved that the Board approve Article 6. Selectman Trindade Seconded. No**
36 **Discussion. Vote: 5-0-0.**
37

38 Article 7: Town Administrator Boynton explained the intent of the Article to fund future replacement of
39 the turf fields. Discussion on this Article followed. The Board requested a strategic and fiscal policy plan
40 be in place before moving forward. The current balance and yearly expenses from this account were
41 reviewed noting DPS was provided the authority to spend field maintenance funds at the last Town
42 Meeting. The major utilization of these fields is by the School, who does not fund field maintenance.
43 Finance Committee Chair Frank Rossi stated his committee requested the Parks come back to their
44 committee with a plan. Selectmen Crowley and Foresto also noted these fields are being leased to
45 outside private sports groups bringing in a lot more funding but resulting in lack of accessibility for our
46 own Town sports programs. Mr. D'Amico stated rates and time allotted is also an issue. There is a need
47 for direction and collaboration from the Selectman and Parks Commission regarding the target of funds
48 for field replacement. Town Administrator Boynton explained how Finance Director Pratt and Mr.

1 D'Amico rebuilt the accounting system allowing for accurate expense tracking and ability to project
2 revenue based on past data.

3
4 **Selectmen Foresto moved that the Board recommend to make Article 7 a TBD. Selectman Trindade**
5 **Seconded Trindade. No Discussion. Vote: 5-0-0.**

6
7 Article 8: Town Administrator Boynton explained this is the Metro West Collaborative Development
8 project known as Glen Brook Way. The Article language was prepared by Town Counsel and will be
9 explained on the night of Town Meeting. These are Community Preservation funds specifically
10 designated for affordable housing, not General Funds.

11
12 **Selectman Trindade moved that the Board approve Article 8. Selectman Foresto Seconded. No**
13 **Discussion. Vote: 5-0-0.**

14
15 Article 9: Town Administrator Boynton explained this is for the purchase of 158 Main Street due to its
16 historical significance and the bordering of Town recreational property.

17
18 **Selectman Trindade moved that the Board approve Article 9. Selectman Foresto Seconded.**
19 Discussion: The Board requested specific operating costs be provided. Mr. Boynton stated the costs
20 were estimated at thirty-five percent of the value and were much lower than what the resident
21 provided. Minimal costs for maintenance are anticipated as the resident just completed major repairs.
22 He also noted the property was appraised at less than the selling price and the resident accepted this
23 lower price. The Historical Society intends to lease the property and the Town will use the same model
24 RFP as the Community Farm. Mr. D'Amico stated Mr. Womack still intends to build the wall needed
25 resulting from the Route 109 project. It was noted that 189 Main Street was not purchased by the Town
26 due to the high appraised value. The Builder/Buyer was able to pay more than the Town is allowed to
27 by law. **Vote: 5-0-0.**

28
29 Article 10: Town Administrator Boynton explained this is for the purchase of the VFW at 123 Holliston
30 Street and the funding of this purchase is in part by a borrowing of \$500,000 to be paid over 4 years.
31 The funding from the General Fund allows for a future sale or use as a Town facility. It will be re-leased
32 to the VFW for period of time still to be determined. He noted the following four advantages: (1)
33 provides additional field space; (2) no longer available for potential development with a negative impact
34 on Schools; (3) overall cost will be below the appraisal and low taking into consideration the purchase
35 price and rental fees noting the Fire and Building Departments along with the Conservation Commission
36 have all inspected the property; (4) in addition, \$250,000 will be used to establish a grant/scholarship
37 for Medway High School students from proceeds of the sale. Selectman Crowley stated three benefits
38 of this purchase; (1) the VFW approached the Board about this sale due to decreased membership and
39 this allows them to stay active as a VFW post; (2) this allows access to 18 acres of open space that has
40 been land locked; (3) the VFW would have to sell if the Town does not purchase, and there was concern
41 this may result in another 40B development.

42
43 **Selectman Trindade moved that the Board approve Article 10. Selectman Foresto Seconded. No**
44 **Discussion. Vote: 5-0-0.**

45
46 Articles 11 & 12: Town Administrator Boynton explained these are for the Parks Project. Article 11 is
47 the General Fund piece, which does not have a specific number as we are awaiting the bids scheduled to
48 open on October 25th, which occurs after the timeframe allowable to post the warrant. Estimated costs

1 are \$4 million which will be split; Community Preservation (CPC) funding \$2 million and the General
2 Fund funding \$2 million noting many costs were not eligible for CPC funds. This has already been
3 approved by Planning and Economic Development Board. Underground wiring at Oakland was
4 determined to be a necessity, the cost of which is still pending.

5
6 **Selectman Trindade moved that the Board approve Article 11. Selectman Foresto Seconded.**

7 Discussion: The plan has already been vetted by the Board hence there is no need to review again.

8 **Vote: 5-0-0.**

9
10 **Selectman Trindade moved that the Board approve Article 12. Selectman Foresto Seconded.**

11 Discussion: The plan has already been vetted by the Board hence there is no need to review again.

12 **Vote: 5-0-0.**

13
14 Article 13: Town Administrator Boynton stated that the dollar figure needs work relative to Cassidy
15 Field lighting. The original cost benefit analysis for one field was determined to be prohibitive hence it
16 was removed from the original parks project and priced separately to obtain more at less cost. There
17 are two options; (1) \$379,400 for the entire complex, not LED, or (2) \$424,000 full LED for the entire
18 complex and back area. The original \$312,000 estimate does not meet the updated plan costs.

19 Selectman Foresto stated concerns regarding the significant changes in pricing quotes, if it was publically
20 reviewed and if residents living near the field are aware of the potential impact of the lighting changes.

21 Selectman Trindade pointed out that Medway Youth baseball utilizes much of its own funds for
22 improvement to these fields unlike other Town youth sports groups. Selectman Crowley confirmed
23 these changes were publically reviewed at EPFRAC. Mr. Boynton stated this still needs ZBA Board
24 approval and just puts the funds into play. It was noted there is no contingency in place and we still
25 could go out to bid.

26
27 **Selectman Trindade moved that the Board approve Article 13 at a funding figure of \$400,000.**

28 **Selectman D’Innocenzo Seconded. Selectman Foresto voted against.** Discussion: The Board requested
29 a discussion/dialog with Medway Youth Baseball respective to agreement to fund any potential overage
30 costs due to lack of a contingency. **Vote: 4-1-0.**

31
32 Article 14: Town Administrator Boynton explained the current Permitting Software, People GIS, is failing
33 both the Building and DPS departments with the immediate need to move forward with a different
34 permitting company. Selectman Foresto stated the Town obtained a \$200,000 grant to fund People GIS
35 and this is the 3rd Permitting Software in 10 years. Information Technology Director Boucher stated
36 when Munis was originally implemented, it was known that it did not work with the Town’s permitting
37 workflow so People GIS was brought in to meet this need. Mr. D’Amico stated at the time of Munis
38 implementation, the crucial need for the Accounting functionality Munis could provide superseded the
39 Permitting needs of other Departments. He stated DPS still requires People GIS for DPS Work-Orders but
40 is failing DPS permitting requirement. Mr. Boucher stated Citizen Serve is more robust noting there is
41 no system that works well for both DPS and Building processing requirements. Citizen Serve does not
42 suffice for DPS. The \$18,000 requested covers 50% of the migration, training, conversion of data, and
43 start up to get through this Fiscal Year. The second half of the costs will be addressed through the
44 budgeting process for next Fiscal Year. The yearly maintenance costs per year moving forward are
45 \$22,500.

46
47 **Selectman Trindade moved that the Board approve Article 14. Selectman Foresto Seconded. No**

48 **Discussion. Vote: 5-0-0.**

1
2 Article 15:— Town Administrator Boynton explained this changes the responsibility when applying for a
3 demolition via the permit process to include a required review by the Historical Commission, changes
4 the years from a 100 to 75 year structure, extends the timeline from 9 months to 1 year and has a new
5 notification for abutters. Director of Community and Economic Development Mercandetti noted the 75
6 year structure is common in other communities.

7
8 **Selectman Trindade moved that the Board approve Article 15. Selectman Foresto Seconded. No**
9 **Discussion. Vote: 5-0-0.**

10
11 Article 16:—Director of Community and Economic Development Mercandetti confirmed this just
12 updates the names of the zoning districts.

13
14 **Selectman Trindade moved that the Board approve Article 16. Selectman Foresto Seconded. No**
15 **Discussion. Vote: 5-0-0**

16
17 Article 17: -Town Administrator Boynton explained this modifies the definition of service establishments
18 by taking those things listed in the table of uses and putting them into the actual definition thereby
19 cleaning up the table of uses and clarifying the overall definitions.

20
21 **Selectman Trindade moved that the Board approve Article 17. Selectman Foresto Seconded. No**
22 **Discussion. Vote: 5-0-0**

23
24 Article 18: Director of Community and Economic Development Mercandetti stated this addresses
25 parcels split in two different zones; is an AR1 and AR2 clean-up issue and all owners have been notified.
26 The Planning Board public hearing is tomorrow. Selectman Crowley stated this impacts parcels on
27 Lovering Street where ½ acre lots would be converted to 1 acre lots with the current owner losing the
28 ability to sell ½ lots. Understanding the issue is to clean up AR1 & AR2 but this puts a burden on the
29 owner. The Board asked if there were any other articles with issues like this that impact zoning. Ms.
30 Mercandetti stated a few residents have made inquiries on this change but only the Wilsons have come
31 forward with specific concerns and they will be addressed at the Planning Board hearing.

32
33 **Selectman Trindade moved that the Board approve Article 18 as TBD. Selectman Foresto Seconded.**
34 **No Discussion. Vote: 5-0-0**

35
36
37 Article 19: Town Administrator Boynton explained this replaces the wireless tower communication by-
38 law with a new more modern by-law. Ms. Mercandetti explained it addresses the Zoning Board review
39 of special permits, creates design standards, addresses compliance issues, and sets up a by-right
40 provision, setting up three tiers in the by-law when special permitting issues arise.

41
42 **Selectman Foresto moved that the Board approve Article 19. Selectman Trindade Seconded. No**
43 **Discussion. Vote: 5-0-0.**

44
45 Article 20: Town Administrator Boynton explained that in May Town Meeting, funding was approved for
46 the acquisition of properties and this corrects that language to give the appropriate authority,
47 specifically the Redevelopment Authority, the ability to begin expending these funds.

1 **Selectman Trindade moved that the Board approve Article 20. Selectman Foresto Seconded. No**
2 **Discussion. Vote: 5-0-0.**

3
4 **Discussion – Free Cash**

5 *The Board reviewed the Free Cash Analysis – FY2017 Document.*

6
7 Town Administrator Boynton explained how the Town achieved \$3.1 million in Free Cash and would like
8 discussion and direction from the Board on the plans for using these funds. One option is the concept
9 Selectman Crowley presented at the last meeting of potentially providing additional tax relief to the
10 community. The current plan is paying down the debt exclusion via utilization of the one-time permit
11 money from Exelon. Finance Director Pratt explained the process and calculations used to get to the
12 numbers in this document noting the only significant change from the past year was the deficit balance
13 was much less in FY17. Selectman Crowley noted in addition to the deficit balance impacting this
14 number, the expected grant money of \$500,000 for FY16 never came in until FY17 and, if we take these
15 out, we would be back down to where we were last year. The intent was not purposefully increasing the
16 free cash number. He requested the Board notify him if there are any additional agenda items to bring
17 before the CIPC in the next two to three months as they are evaluating what to do with free cash.

18
19 **Discussion – Exelon Revenue**

20 *The Board reviewed the updated Exelon Revenue Usage Projections.*

21
22 Town Administrator Boynton stated he was ready to just hand out the changes discussed at the last
23 Selectman’s meeting but after meeting with Finance Director Pratt and Selectman Crowley, this updated
24 document reflects an additional option for consideration by the Board. Selectman Crowley reviewed the
25 updates to the document: Column 1: Mr. Boynton’s original proposal; Column 2: changes to the
26 original proposal based on the last Selectman’s meeting; Column 3: new proposal including some type
27 of tax relief. He also noted the residents in the audience that need to address the Board following this
28 discussion.

29
30 Selectman Crowley reiterated the importance of the revenue from the Exelon one-time permitting fees
31 falling to free cash for transfer into stabilization allowing the Town to draw on those funds to pay down
32 the debt exclusion over the next four years, noting this action will also provide tax relief to the residents.
33 He pointed out the amount of tax relief is not a huge sum using, for example, a home valued at
34 \$400,000 house might save \$175-\$225. We cannot know the exact dollar figure as we do have a
35 formula to calculate that, but are hoping to get one from the DOR. He then reviewed the specific line
36 item changes in this new proposal. He pointed out that we cannot sustain the loss in the Solid Waste
37 Enterprise Fund of \$100,000 yearly being paid out of retained earnings, as those funds will run out in
38 four years. He then asked the Board for questions. Discussion about the Solid Waste budget ensued,
39 including the difference in the Town of Medway structure versus other communities and the need for a
40 fee increase to sustain this budget line if no action is taken. The suggestion was made to potentially
41 increase the trash-bag fees over time. There was further discussion of tax relief and the net result over
42 time. Mr. Boynton explained using the rough number of \$200 tax relief in year one sustained over the
43 next 5 years would be \$1000 in total savings. Selectman Foresto pointed out the expanding commercial
44 tax base should also have some impact on residential taxes. Selectman Crowley then explained the
45 historical funding of the schools for level service and the potential impact over years of Exelon funding.
46 It was noted that this is only a recommendation by the Board and the final recommendation will go to
47 Town Meeting where residents will vote and have the opportunity to suggest changes. Mr. Boynton will
48 be making a presentation at Town Meeting of the Board’s final recommendation.

1
2 The Board invited the residents to come forward at this time for comment.

3
4 Public Comments: Stephanie Prentice, Lindsey Barker

5
6 Ms. Prentice and Ms. Barker requested the Town revisit offering free full day kindergarten. The Board
7 directed them to the School Committee, which would determine the feasibility. The residents shared
8 the tuition based full day kindergarten; April 2014 < \$1000; currently \$2475 along with anecdotal
9 reports from Realtors who stated loss of prospects due to unavailability to free full day kindergarten.
10 The Board suggested they reach out to School Committee during budget and also to the Finance
11 Committee (FinCom), however noting the best option is negotiation with the School Committee.
12 Superintendent Pires shared the current costs of \$380,000/year for full day kindergarten; noting the
13 school's operating budget is already covering \$100,000 of that cost with anticipation of a 2.5 percent
14 increase next year.

15
16 Superintendent Pires stated the additional \$500,000 from Exelon revenue may not get the Schools to
17 level service. The Board inquired as to causative factors that the \$1.1 million would result in just a
18 budgetary hold. Dr. Pires stated partially due to step/lane increases, some additional services, and this
19 being a Collective Bargaining Agreement year. He noted providing the Board with specifics on Exelon
20 revenue usage is difficult as this is very early in the budget planning process for next year; the closer and
21 further in the budget planning will increase the accuracy. He also noted, unlike the Town, the School
22 does not budget with anticipated left over funding. Town Administrator Boynton reviewed the Town's
23 share of School Department revenues, the new revenue coming into the budget each year adding that
24 money left on the table is designed for some level of tax relief but primarily to support the next Fiscal
25 Year capital projects budget. He stated if all the dollars are utilized, there is no capacity the following
26 year. He reviewed the challenge for the School Department budgeting from Fiscal Year to Fiscal Year,
27 and the revenue/funding sources with the goal of funding annually some number that closely resembles
28 what the true level service is or year to year growth allowing the schools to potentially provide full day
29 kindergarten and/or other services knowing the half million does not get us there. Looking at the FY19
30 budget, that number may be different. Mr. Boynton wanted to point out (1) the Town and School have a
31 well-established partnership and working relationship for budget planning (2) whatever specific points
32 residents/schools feel are needs, this discussion needs to occur within the School Committee. The \$3.8
33 million in Exelon revenues does not cover all the needs of the Town and School. The three boards,
34 Selectmen, School and FinCom will come up with an appropriate plan for Exelon revenue utilization. He
35 noted the School Committee as the appropriate forum for Ms. Prentice and Ms. Barker to discuss their
36 concerns.

37
38 Selectman Crowley requested the Board provide Town Administrator Boynton direction on the
39 presentation of the Exelon revenue usage at Fall Town Meeting. Selectman Foresto felt it should be a
40 higher level broad approach, noting this is what is under consideration and these are preliminary
41 numbers only. The Board stated the onus is on the Town Administrator to explain the rationale or
42 "whys", at Fall Town Meeting. Mr. Boynton felt all potential usages have been considered and
43 requested the Board finalize the content by November 6th so discussion of any proposed changes can be
44 discussed at the November 6th Selectmen's meeting agenda; noting he will not be at this meeting.

45
46 Chairman White requested a motion to extend the meeting past 10pm.
47

1 **Selectman Trindade moved that the Board vote to extend tonight's meeting past 10pm. Selectman**
2 **Foresto seconded. No discussion. Vote: 5-0-0**

3
4 **Authorization to Expend Exelon Funds for the Energy Conservation Awareness Program (\$20,000) and**
5 **Emergency Preparedness Program (\$15,000)**

6 *The Board reviewed the Notice of Donation Fund/Authorization to Spend document.*
7

8 **Selectman Trindade moved that the Board authorize the expenditure of Exelon Funds for the Energy**
9 **Conservation Awareness Program in the amount of \$20,000 and the Emergency Preparedness**
10 **Program in the amount of \$15,000. Seconded by Selectman Foresto. Discussion: Town Administrator**
11 **Boynton informed the Board that the funds are here but not accessible until the Board authorizes the**
12 **expenditures. The current plans for the Emergency Preparedness program include Fire Department**
13 **Training and a Table Top Exercise to test the Town's Emergency Management Plan. There are no**
14 **current plans for the Energy Conservation Awareness Program, however, once authorized, the funds**
15 **would be available. VOTE: 5-0-0.**

16
17 **Vote – Boston Metropolitan Planning Organization (MPO) Ballot**

18 *The Board reviewed the MPO Letter dated October 5, 2017 and the 2017 MPO Absentee Ballot.*
19

20 *Town Administrator Boynton informed the Board the Medway seat is up for re-election.*
21

22 **Selectman Trindade moved that the Board authorize a designee to the Chief Elected Official to cast**
23 **the absentee ballot for the Town of Medway for the Boston Region Metropolitan Planning**
24 **Organization seat. Seconded by Selectman D'Innocenzo. No Discussion. VOTE: 5-0-0.**

25
26
27 **Support Letter for Massachusetts Department of Environmental Protection (DEP) Administration of**
28 **National Pollutant Discharge Elimination System (NPDES) Permit Program**

29 *The Board reviewed the proposed letter from Town of Medway to Massachusetts DEP.*
30

31 *There was no discussion on this agenda item.*
32

33 **Selectman Trindade moved that the Board vote to authorize the Chair to sign the support letter for**
34 **MassDEP administration of the NPDES permit program. Seconded by Selectman D'Innocenzo. No**
35 **Discussion. VOTE: 5-0-0.**

36
37 **One-Day Liquor License Request:**

38 *The Board reviewed the Police Chief Recommendations for the following events to be held at the Thayer*
39 *Homestead: Medway Lions – October 23, 2017; Jennifer Davitt – November 16, 2017; Patrick Soares –*
40 *December 2, 2017; Mary Londono – December 16, 2017 and Marie VanSaun – December 22, 2017*
41

42 **Selectman Trindade moved that the Board approve one-day liquor licenses for the Medway Lions,**
43 **Jennifer Davitt, Patrick Soares, Mary Londono and Marie VanSaun for the events to be held at the**
44 **Thayer Homestead on October 23, November 16, December 2, December 16 and December 22, 2017**
45 **respectively, subject to Police Chief's recommendations and proof of appropriate insurance coverage.**
46 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

47
48 **Approval – One Day Auctioneer's License – Joseph and Jeffrey Luggen at Cybex - 10/25/2017**

1 *The Board reviewed the applications, state licenses and approval letter from Cybex.*

2
3 **Selectman Trindade moved that the Board approve the one-day auctioneer's license for Joseph and**
4 **Jeffrey Luggen to be held at Cybex on October 25, 2017. Selectman Foresto seconded. No discussion.**
5 **VOTE: 5-0-0.**

6
7 **Approval of Minutes: April 18, 2017; May 1, 2017; May 15, 2017; May 30, 2017; June 6, 2017; June 26,**
8 **2017; July 26, 2017; and August 2, 2017**

9
10
11 **Selectman Trindade moved that the Board approve the minutes for April 18, 2017. Selectman Foresto**
12 **seconded. Selectman D'Innocenzo abstained.** Discussion: Selectman White questioned if T.C. Scoops
13 provided all of the required documentation. There was confirmation that all required documentation
14 was provided. **Vote: 4-0-1**

15
16 **Selectman Trindade moved that the Board approve the minutes for May, 1, 2017. There was no vote**
17 **on this motion.** Discussion: Selectmen D'Innocenzo requested that line 4 on page 14 be amended to
18 reflect him posing the question "Why did people needed extra carts?" **Selectman Trindade withdrew**
19 **the original motion.**

20
21 **Selectman Foresto moved that the Board approve the amended minutes for May 1, 2017 reflecting**
22 **the changes discussed. Selectman White seconded. Vote: 5-0-0**

23
24 **Selectman Trindade moved that the Board approve the minutes for May 15, 2017. Selectman**
25 **D'Innocenzo seconded. No Discussion: Vote: 5-0-0**

26
27 **Selectman Trindade moved that the Board approve the minutes for May 30, 2017. There was no vote**
28 **on this motion.** Discussion: Selectman White requested Page 1, line 40 be amended to reflect "Gray
29 Squirrel Circle". Selectman Crowley questioned Page 2, Line 16 "auction sale". Town Administration
30 Boynton stated the minutes should be amended to read "bid sale" not "auction sale". Selectman
31 Crowley requested Page 4, line 17 be amended to reflect that Selectmen Crowley made that comment.

32
33 **Selectman Trindade moved that the Board approve the amended minutes for May 30, 2017 reflecting**
34 **the discussed changes. Selectman Foresto seconded. Selectman D'Innocenzo abstained. Vote: 4-0-1**

35
36 **Selectman Trindade moved that the Board approve the minutes for June 6, 2017. Selectman**
37 **D'Innocenzo seconded. No Discussion: Vote: 5-0-0**

38
39 **Selectman Trindade moved that the Board approve the minutes for June 26, 2017. Selectman Foresto**
40 **seconded. No Discussion: Vote: 5-0-0**

41
42 **Selectman Trindade moved that the Board approve the minutes for July 26, 2017. Selectman Foresto**
43 **seconded. Selectman D'Innocenzo abstained. Vote: 4-0-1**

44
45 **Selectman Trindade moved that the Board approve the minutes for August 2, 2017. Selectmen**
46 **Foresto seconded. Selectman D'Innocenzo abstained. Vote: 4-0-1**

47
48 **Action Items from Previous Meeting:**

1 *The Board reviewed the Action Items List.*

2
3 There was no discussion on this agenda item.

4
5 **Town Administrator's Report:**

6
7 **Route 109 Gas Line Issue:** Mr. Boynton has a meeting with the President of Columbia Gas, Mass DOT,
8 and the contractor, Amorello, regarding the issue of gas line depth. Columbia Gas is contemplating
9 replacing the line from Holliston to Lincoln Streets beginning tomorrow.

10
11 **Open Meeting Law Changes:** The Office of the Attorney General approved the updated change resulting
12 in the following impacts:

- 13 • Recognizing the Town's Website as an official posting platform. The Board stated the need for a
14 sign at the Town Hall entrance directing residents to the Town web-site.
- 15 • Minutes approved mandate where minutes must be approved within 30 days of the meeting or
16 3 consecutive meetings whatever is later. Mr. Boynton would like to institute a Town Policy and
17 expectation that minutes be available at the next meeting for approval in order to get all Boards
18 current. The Board felt the Night Board Secretaries may need additional training. It was noted
19 that minutes should not be verbatim of a meeting but provide a flavor/synopsis of discussions.
20 The Statute does not require posting of minutes. ACTION ITEM—Assistant Town Administrator
21 Potter will forward KP Law's e-mail detailing these changes to the Board.

22
23 **Town Administrator Out of Office Dates:** These were reviewed with the Board noting Assistant Town
24 Administrator Potter will be the Acting Town Administrator the weeks of October 21-28 and November
25 1-7.

26
27 **Selectmen's Reports:**

28
29 Selectman Trindade reminded the group of the need for three proclamations for the retiring staff
30 members; Fred Sibley, Detective Grimes, and Lieutenant Boultenhouse. This Saturday evening is the
31 retirement event for the Police. Selectman White will be attending and present the proclamations.
32 November 2nd is the event for Mr. Sibley and Selectmen Foresto, Trindade and White will be in
33 attendance with Selectman White presenting the proclamation.

34
35 Selectman White will be presenting the Veterans Day proclamation on Saturday, November 11, 2017.

36
37 Town Administrator Boynton informed the Board that Executive Session will not be required as updated
38 documents were just received for 123 Holliston Street.

39
40
41 **At 10:21 PM Selectman Trindade moved to adjourn. Selectman D'Innocenzo seconded. No**
42 **Discussion. VOTE: 5-0-0.**

43
44
45 Respectfully submitted,
46 Liz Langley
47 Administrative Assistant
48 Town Administrator's Office

1 **Board of Selectmen's Meeting**
2 **October 30, 2017 -- 7:00 PM**
3 **Medway Middle School**
4 **45 Holliston Street**
5

6 **Present:** Maryjane White, Chair; Richard D'Innocenzo, Vice Chair; Dennis Crowley, Clerk; Glenn
7 Trindade; Member; John Foresto, Member
8

9 **Staff Present:** Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
10 Carol Pratt, Finance Director
11

12 **Other's Present:** Armand Pires, Superintendent; Gabrielle Abrams, Assistant Superintendent; Don
13 Aicardi, Director Finance & Operations; School Committee—Diana Borgatti-Chair, Susan Dietrich, Rich
14 Eustis (until 7:20pm), Ahn Le, Jeff Segarra; Finance Committee—Frank Rossi-Chair, Todd Alessandri,
15 Rohith Ashok, Ellen Hillery, Dan Doherty, Jeffrey O'Neill, Susan Segarra, James Sullivan
16

17 *****
18

19 At 7:00 PM Selectman White called the meeting to order and led the Pledge of Allegiance.
20

21 **Public Comments:**

22 None
23

24 **Discussion – Exelon Revenue**

25 *The Board reviewed the Exelon document discussed at the October 16, 2017 Selectmen's Meeting and*
26 *the Proposed Budget FY2019 document from Finance Director, Carol Pratt.*
27

28 Town Administrator Boynton handed out the Exelon Revenue Usage Projections document that was
29 discussed at the October 16, 2017 Selectmen's meeting pointing out the first payment will be received
30 by February 1, 2019. He noted the \$3.8 million increase to the base budget is a one-time addition only
31 for Fiscal Year (FY) 2019. Mr. Boynton remarked how far the \$3.8 million does not go when there are
32 major infrastructure issues to be addressed. He stated the Board of Selectmen requested a funding
33 scenario allowing the town and school to benefit without a fiscal dilemma in year two. Mr. Boynton
34 then reviewed each of the items listed in the document and the impact on the Town and School if these
35 items were not addressed including: Roads and Sidewalks being one of the biggest issues; OPEB to
36 maintain our AAA bond rating; Snow & Ice historical funding deficits; Combined Facilities Management
37 a major benefit to the school but still requiring definition with the Town Administrator and
38 Superintendent; Storm Water Management- meeting state and federal obligations; Debt Budget-DPS
39 Facility replacement without negative impact on the tax payer; Police traffic safety and case load
40 impacts; Fire licensed to provide ALS services and the Solid Waste budget approaching unsustainability
41 in 3 years resulting in need for substantial fees increase.
42

43 Mr. Boynton stated the goal of Town and School collaboration on municipal funding is to allow, as close
44 as possible, a level service School budget. The proposal is a one-time \$500,000 influx in funds. He noted
45 the need of the Town and Boards to understand the School Department's requirements year to year and
46 try to find a way to meet that need. He pointed out the third column of the document proposing the
47 ability for resident tax relief. He noted the potential to look at usage of the \$1.7 Exelon permitting fees
48 to provide some additional relief to community.

1 Selectman Crowley pointed out the second handout showing the tax savings impact using Exelon funds
2 and permitting fees. Mr. Boynton quantified the impact using the example of a house that is assessed at
3 \$400,000, which potentially saves the taxpayer \$200 per year, or approximately \$3,000 over a 7-9 year
4 period. Selectman Crowley noted this would not be a one year allocation but year to year allocation.
5 There was a one-half percent yearly decrease negotiated with Exelon where originally it was proposed
6 as a three percent per year decrease.

7
8 School Committee Chair Borgatti thanked the Board and Mr. Boynton for negotiating this influx in
9 revenue. She also thanked the Department of Public Services for its work on the roads allowing Schools
10 to open after the storm last evening. She stated the School Committee recognizes the difficulty looking
11 at all the needs and appreciated the School being included. She noted these budget numbers included
12 looking at projections and the state's new initiatives and directives relative to curricula and meeting the
13 social-emotional needs of students. She stated the School Committee needs to educate all on the
14 multitude of requirements they are expected to meet as directed by the State.

15
16 **Discussion with the School Committee and the Finance Committee on Budget Planning**

17
18 Superintendent Pires walked through the School's typical budgeting process and timeframe, November
19 through March, noting the request for information now is 6-8 weeks earlier than they are comfortable
20 with and recognizing the Town has struggled with this timing as well. He pointed out these projections
21 are based on what is known right now, wanting to continue with transparency on costs. He noted the
22 big caveat; these numbers will change due to the following unknowns; (1) contracting costs, (2) number
23 of retirements, and (3) enrollment numbers. He expects that by January, these numbers will change. He
24 stated the one important item in the handout provided for discussion is the potential for full-day
25 kindergarten.

26
27 Finance Committee Chair, Frank Rossi, requested that all attendees introduce themselves. Introductions
28 of the three groups proceeded.

29
30 School Finance Director Aicardi reviewed the Balances document noting the proportion of School Choice
31 being utilized continues to grow and the impact of summer programs to the Community Education
32 revolving fund. He then asked for questions. Selectman Crowley noted the FY18 estimated reserve
33 amount of \$895,684 and inquired as to Mr. Aicardi's past experience with School Departments' reserve
34 amounts. Mr. Aicardi pointed out that Medway has the highest in reserves based on the other districts
35 where he was employed in the past. Selectman Crowley reminded all about the past request from the
36 Board of Selectmen for the School's need to have lower reserves. Superintendent Pires stated the use
37 of the reserves should be reviewed noting each account does something positive for the schools stating
38 the two accounts both boards historically discuss include School Choice and Circuit Breaker.

39
40 Mr. Aicardi then reviewed the School Choice document noting the amount already authorized by the
41 School Committee in the FY17 budget and committed in the FY18 budget pointing out FY18 is a
42 combination of the School Choice base of \$260,000 and another \$207,522 in expenses authorized by the
43 School Committee in late spring. He further noted the grant funding the salary of the Director of
44 Wellness will conclude in FY18 and, if the position is maintained, will need to be part of the FY19 budget.

45
46 Selectman Crowley requested clarification on the fluctuation of School Choice funding noting that
47 Finance Director Pratt in looking at past years did not note fluctuation. Ms. Borgatti stated School
48 Choice revenue fluctuates year to year until the School Committee votes the final number as during that

1 time enrollments fluctuate. There was further discussion and questions specific to School Choice.
2 Superintendent Pires noted acceptance is based on limiting class size and which classes can absorb the
3 influx. He stated initial requests came in for classes without capacity. The per student cost of
4 approximately \$10-12,000 with only \$5,000 State revenue per student was noted. Ms. Borgatti also
5 noted these are "blind admissions" with no vetting process and once accepted, the student belongs to
6 the Medway Schools for the rest of their school career so if they require higher needs, the school must
7 provide those services.

8
9 Selectman Foresto requested clarification of the FY18 committed budget number. Mr. Pires clarified
10 this includes (1) new remediation efforts at the High School; (2) Middle School After-School Programs;
11 (3) the Assistant Principle position at Memorial School and (4) Math Interventionist positions. The
12 School funds \$100,000 of full-day kindergarten out of this number as well. Selectman Foresto noted the
13 issue being it was the School Committee's choice to put these positions into School Choice and now they
14 want to move these into their budget, i.e. the Wellness position and he is not saying this was a wrong
15 decision and more than likely the right one, but now this needs to be built into the budget line. Mr.
16 Pires pointed out the obligation of the School Committee budget to meet the educational needs of the
17 community and these positions were desperately needed noting School Choice needs to provide a
18 benefit.

19
20 Mr. Boynton noted the purpose of this meeting was to really go through the FY19 School Preliminary
21 Budget noting the huge distinction of the \$500,000 proposed Exelon revenue to the School versus what
22 the school truly needs based on the details in the documents provided.

23
24 There was further inquiry and discussion regarding the Selectmen's concern of reserve amounts in other
25 towns compared to Medway. Selectman Crowley stated he is not saying what the right number is but
26 wanted to see what they will be at the end of the discussion. Selectman Trindade referred to the past
27 number of \$1.4 million noting most school systems don't have anything close to that number. It was
28 noted that just like the Town, the Selectmen believe the School should have some reserve funds but are
29 unsure what that number should be. Mr. Aicardi noted what jumped-out/concerned him was the
30 downward trend of balances in reserves with the intent to be sober when using and his specific concern
31 of going below \$1 million. The Finance Committee inquired as to which specific funds should be of
32 concern. Mr. Aicardi noted Circuit Breaker as different due to being contingent on the state's financial
33 situation and is the one place he goes to make the budget whole. In April/May, if the State tax revenue
34 projection is not met, this negatively impacts the Circuit Breaker account. The rate of reserve utilization
35 is also concerning.

36
37 Town Administrator Boynton focused the discussion back to Exelon as an opportunity to replace some of
38 these funds. Further discussion on reserves ensued with all agreeing the "correct" number is not known
39 and cautioned the comparison of Medway to other Towns at random as this most likely will not be
40 comparing "apples to apples". It was noted that those towns that use all allotted School Choice funding
41 historically need to go to the Town to fund budget deficits. It was noted again the earliness in the
42 normal School Budget process with more accurate numbers available in January.

43
44 Mr. Aicardi then reviewed the Schools FY19 Preliminary Budget Draft and the specific documented
45 assumptions including (1) stipends/salaries for existing staff noting FY19 is a collective bargaining year
46 therefore numbers are very preliminary Estimates; (2) migrating teaching positions to the operating
47 budget from the revolving fund (3) a negative impact to the pre-kindergarten program if kindergarten
48 becomes free, as the pre-k program is funded in part through the kindergarten tuitions (4) reduction in

1 FTEs at the Middle School by 2; (5) three retirements requiring replacement which costs \$31,000 with an
2 11 month time-frame to process completion; and (6) FY19 Vacancy Factor, the savings of which are
3 taken off the top not allowing the funding of reserves. Mr. Aicardi then reviewed all other items built
4 into this forecast. Mr. Sullivan reminded all of the newer professionals' steps and lanes increase the
5 budget impact and asked if these are projected out. Dr. Pires stated 50% of current staff are at the top
6 step. Selectman Crowley noted the Vacancy Factor slows as a new teacher move up steps and lanes.
7

8 Town Administrator Boynton noted the intent is not to micromanage the School Department Budget.
9 Selectman Crowley asked for validation of the level service budget number with School Choice taken
10 out; the level service budget is \$1,275,000. Mr. Aicardi confirmed this number. Selectman Foresto
11 stated that the \$500,000 of Exelon funds could potentially expand programs but not level fund the
12 budget. Superintendent Pires stated the School "borrowed ahead" in anticipation of Exelon funds
13 noting the Exelon funding source allows for discussion of free full day kindergarten. Selectman Crowley
14 questioned why School Choice was not included in the FY19 preliminary budget presented, as
15 historically it was always used as a funding source. Superintendent Pires stated they do anticipate that
16 some portion of School Choice revenues would be inserted and it was never the intent to back School
17 Choice out.

18 Town Administrator Boynton noted this is combining apples and oranges; level service means FY to FY
19 nothing is added to the budget noting the \$1.275 level service is not sustainable year to year. Selectman
20 Trindade questioned the lack of agreement on the Combined Facilities position. It was noted this was
21 not a lack of agreement but that the School Committee had not had the opportunity to meet to discuss
22 the topic and now agree with this position. Superintendent Pires stated this is "putting cart before
23 horse in the budgeting process" with the need to ensure added value. Mr. Ashok of the FinCom noted
24 the Exelon funds would fully fund full day kindergarten. Mr. Sullivan of the FinCom pointed out the
25 need to make sure our schools bring value noting; (1) student pools are growing resulting in added
26 costs; (2) knowledge that School Choice will be reduced based on state aide; and (3) energy and health
27 care costs will be increasing therefore inquired if we should be conservative.
28

29 Selectman Foresto reminded all that this is preliminary, knowing the group will be reviewing these
30 numbers three to four more times, and noting it is the responsibility of the Selectmen to ask these
31 questions. Selectmen Crowley noted the need to go back and work together to find number that works
32 for all three committees. Ms. Dietrich of the School Committee stated her appreciation to look at the
33 school budget without School Choice allowing all to look at it strategically.
34

35 Superintendent Pires then reviewed the traditional budgeting process and timing noting it is exciting to
36 be considering free kindergarten and the positive impact on the town. He stated they take transparency
37 in the school budgeting process seriously and want to ensure clarity on how the numbers are developed
38 and decided even if there is lack of agreement. Mr. Alessandri reiterated (1) the need to compare
39 "apples to apples" when determining appropriate reserve levels; (2) the level service budget to include
40 free full day kindergarten plus School Choice; and (3) stated his concern that the Circuit Breaker reserve
41 is down from one-half a million to \$188,000 noting that is equal to one salary. That is one number that
42 needs to be considered moving forward. Mr. Ashok of the FinCom agreed that the Circuit Breaker
43 reserving dropping when the economy is good is concerning. Mr. Aicardi noted the need to be
44 thoughtful about how Circuit Breaker funds are utilized.
45

46 Selectman Crowley asked Mr. Sullivan why he thinks School Choice will be going down. Mr. Sullivan
47 noted this was per the *Worcester Telegram* and pointed out Worcester numbers are going down and

1 revenue can't be sustained. In addition, the anticipation is there will be less revenue to the States from
2 the Federal government given the current political environment.

3
4 **At 8:52 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion. VOTE:**
5 **5-0-0.**

6
7 Respectfully submitted,
8 Liz Langley
9 Administrative Assistant
10 Town Administrator's Office

1 **Board of Selectmen's Meeting**
2 **November 6, 2017 -- 7:00 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5

6 **Present:** Maryjane White, Chair; Richard D'Innocenzo, Vice Chair; Dennis Crowley, Clerk; Glenn
7 Trindade; Member; John Foresto, Member
8

9 **Staff Present:** Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
10 Carol Pratt, Finance Director; Dave D'Amico, Director, DPS; Mary Becotte, Communications Director
11

12 **Others Present:** Affordable Housing Committee & Trust: Bob Ferrari-Committee Chair, Doug Havens-
13 Member, Ann Sherry – Trust Chair; Frank Rossi, Finance Committee Chair; Ted Kenney, Water & Sewer
14 Commission Member and Water & Sewer Candidates: Steven Burke, and Barry Zide; Mark Cappadona,
15 Colonial Power Group Aggregation Consultant
16

17 *****
18

19 At 7:03 PM Selectman White called the meeting to order and led the Pledge of Allegiance. Ms. White
20 requested a moment of silence for the recent shootings in Texas.
21

22 **Public Comments:** None
23

24 **Appointment Consideration – Water & Sewer Commission**

25 *The Board reviewed the letter of interest dated October 31, 2017 from Barry Zide.*
26

27 Selectman White named the two candidates who expressed interest in filling the vacancy and requested
28 Mr. Barry Zide address the Board.
29

30 The question was raised that this should be a joint appointment with the Water & Sewer Commission.
31 Mr. Ted Kenney stated the Water & Sewer Commission is in agreement with the need to fill this vacancy
32 noting Chair O'Rourke was unable to attend tonight's meeting. Assistant Town Administrator Potter
33 stated that per the Town Charter, due to the elapsed time period since Mr. Wilson's departure, this
34 appointment can be made by the Board of Selectmen. It was noted that the Water and Sewer
35 Commission is in agreement with this procedure.
36

37 Mr. Zide detailed his personal and family history in the Town of Medway noting his children are the 4th
38 generation to settle in Medway. He stated he will be retiring and would like to contribute to the Town
39 of Medway in his retirement. He reviewed his experience in business, finance, and water treatment
40 with specific skills/history dealing with the DEP and MWRA meeting strict wastewater permitting
41 parameters. Selectman Crowley asked for specifics related to the MWRA waste water parameters. Mr.
42 Zide explained his over fourteen and one half years of extensive experience with discharge permits
43 including monitoring and reporting levels of ph and metals along with the design and maintenance of
44 these reporting systems. He noted his hands on experience with specific DEP and MWRA reports.
45

46 Mr. Burke addressed the Board noting he has been a resident for 41 years. He stated that Mr. Crowley
47 asked for him to potentially volunteer in some capacity. He worked in the chemical industry for years

1 involving water filtration, conservation and treatment. He stated that water is a precious resource
2 noting the need to conserve and his concerned with increased use due to developments.

3
4 The Board stated they will take both candidates under consideration and will notify each candidate once
5 a decision is reached.

6
7 **Update/Vote – Municipal Aggregation Next Steps**

8 *The Board reviewed the Town of Medway Municipal Aggregation Procurement and Outreach document.*

9
10 Present: Mark Cappadona

11
12 Town Administrator Boynton stated that Colonial Power Group was authorized to act as consultants to
13 the Town for the purpose of municipal aggregation, which should provide the Town with competitive
14 choices, price stability and savings opportunities for energy procurement. The next steps are to begin
15 the procurement process. Mr. Cappadona stated that on October 18th approval was received from the
16 Department of Public Utilities to proceed to the next phase of the aggregation plan. Factors to be
17 considered include term length, standard or green product, and product configuration, e.g. wind, hydro,
18 Class 1 only, meaning it was built after 1997. In order to move forward, the Board needs to authorize
19 the Town Administrator to accept or reject the pricing recommendations. Final pricing is due November
20 20th with implementation slated for February 2019.

21
22 Mr. Cappadona reminded the Board of the opt-out details; free opt out and opt back in with no penalty
23 incurred. All residents will receive a mailing with a card to complete if they want to opt out or residents
24 can call or go on the internet to opt out, noting if no action is taken, residents will be automatically
25 enrolled. It is anticipated that rates will be high with National Grid at 12.6 and Eversource higher.

26
27 **Selectman Foresto moved that the Board vote to authorize the Town Administrator to accept or reject
28 the municipal aggregation pricing received this month on behalf of the Board of Selectmen.**

29 **Selectman Trindade seconded.** Discussion: Selectmen Foresto asked if the Energy Committee has
30 recommendations for the Town Administrator. The committee will be meeting on November 15th to
31 finalize their recommendations. Town Administrator Boynton noted that Bellingham just implemented
32 this and stated every resident should look at both price and duration. It was noted, depending on the
33 residents' requirements, e.g. pool/AC in summer, the term of the rate will not work for all. Mr. Boynton
34 noted that we have to work to ensure competitiveness in both winter and summer. Mr. Cappadona
35 stated the web-site will always have the aggregate rate allowing residents to do apples to apples
36 comparisons. He noted the rate will change again in January, which will be high, and will not fall as fast
37 as it has in the past as capacity will keep the price high this summer. Selectmen Crowley and Foresto
38 commended the committee's work towards cost savings for the town and residents reiterating that opt-
39 out is NOT passive. Residents must either make a phone call, sign/mail the card, or utilize the internet
40 to opt-out. Selectman Crowley asked Mr. Cappadona if they plan to go out to bid with all the variables.
41 Mr. Cappadona stated yes. Selectman Crowley stated once this motion is approved, this is in the Town
42 Administrator's control moving forward. Mr. Boynton stated the similarities in the process when
43 bidding on electricity for the Town noting capacity and reliability for the eastern Massachusetts market
44 is becoming a real challenge. **Vote: 5-0-0**

45
46 **Report from the Affordable Housing Committee & Trust**

47 *The Board reviewed the memo dated November 2, 2017 from Doug Havens.*

1 Present: Bob Ferrari, Chair-Committee; Ann Sherry, Chair Trust; Doug Havens

2
3 Ms. Sherry reviewed the efforts towards the development of affordable housing to meet the demand
4 for rental units detailing the Glen Brook Way 48 unit rental development working with Metro West
5 Collaborative Development. They secured a preliminary grant for the project start-up costs, obtained
6 site approval, received the ZBA 40B permit and received safe harbor designation for 2 years. They will
7 be seeking support for CPA funding at Fall Town Meeting for \$500,000 additional funds to support the
8 project.

9
10 Ms. Sherry then reviewed the progress to date with the Legion Hall on Cutler Street. The RFP for
11 development as a rental property was issued with only one response. They are in the process of
12 determining the economic viability of the proposal including consideration of the neighborhood
13 concerns or if they need to look for alternatives.

14
15 Mr. Havens also stated the need for preservation of existing affordable housing and their focused efforts
16 towards maintaining existing units inclusive of buying back and re-marketing.

17
18 Selectman Crowley stated according to the developer, Millstone has sold out. Mr. Havens stated three of
19 the affordable units have sold with 5 remaining to be sold. Selectman Crowley requested a status on
20 Cutler Street. Ms. Sherry stated the developer will review the one RFP response but due to
21 neighborhood concerns and the size, it is looking like this may not be economically feasible to pursue.
22 Selectman Crowley requested confirmation that the affordable housing for the ex-military family was
23 resolved. This was confirmed. Selectman Crowley commended the group for doing the right thing.
24 Selectman Foresto inquired about investigation into specific alternatives for Cutler Street. Ms. Sherry
25 stated they are not there yet as they just met with the developer. Selectman White asked if it was
26 possible to just sell the property. Ms. Sherry stated yes and the funds would be CPC reversible and
27 would need to stay with the Trust. Mr. Ferrari pointed out the importance to maintain the 7.21% that
28 both committees have worked on related to safe harbor status as the goal should be to maintain this
29 status. Selectman Crowley asked what the requirements are for approval of a 2 year extension of the
30 safe harbor designation. Mr. Havens stated the Town must have fifty affordable housing noting they
31 have one year to pull building permits or they fall off.

32
33 Mr. Ferrari then discussed the historical level funding of the Housing Authority budget and the need to
34 think about planning for support of the existing facilities noting they are 44 and 60 years old. It was also
35 pointed out that both Lovering Heights and Kenney Drive are not handicapped accessible. Selectman
36 Crowley noted that the state is not providing funds to town housing authorities as they have in the past
37 and that other towns are not stepping in to make needed repairs. Town Administrator Boynton stated
38 the State and Federal government funded these through HUD funds in the past that have dried up. Mr.
39 Ferrari stated the need to "think outside of the box" about how to parlay state and local funds to
40 address this need.

41
42 **Approval – Exelon Revenue Utilization Plan**

43 *The Board reviewed the proposal document from the October 16, 2017 Selectman's Meeting.*

44
45 Town Administrator Boynton stated he did not want to oversimplify this noting we have been making
46 good presentations on column 3, but not columns 1 or 2 and noting the need for guidance from the
47 Board as being critical.

1 **Selectman Crowley moved that the Board vote to approve the Exelon Revenue Utilization plan as**
2 **discussed and further direct the Town Administrator to make a presentation of the plan at Town**
3 **Meeting in November 2017. Selectman White seconded.** Discussion—The Board requested that the
4 use of the \$1.7 million in permit fees be added into the presentation. Selectman Crowley requested
5 that Finance Director Pratt update the numbers for tax impact and send to the Board. **Vote: 5-0-0.**

6
7 **Discussion – PJ’s Smoke N’ Grill Keno License Application**

8 *The Board reviewed the notification letter dated October 20, 2017 from the Massachusetts State Lottery*
9 *Commission of receipt of the Keno license application from PJ’s Smoke N’ Grill.*

10
11 If the Board has no objections to the Keno license then no action is necessary.

12
13 Town Administrator Boynton stated that there is a current zoning issue to be resolved with the two
14 smokers being located out in the back of the restaurant.

15
16 **Discussion – Naming of Chicken Brook Bridge**

17
18 Present: Jim Wieler

19
20 Mr. Wieler requested that the Chicken Brook Bridge be named after David Hoag, a longtime Medway
21 citizen and conservation activist. He would like to place a rock with a plaque naming Mr. Hoag.
22 Town Administrator Boynton stated this is at the discretion of the Board like Rossetti Square. Selectman
23 Trindade noted that the Trail Committee raised the money. Mr. Wieler stated CPC funds would pay for
24 the plaque. Selectman Crowley suggested adding his wife’s name, as well, and noting they would just
25 need to come back before the Board if they want to make this change.

26
27 **Selectman Foresto moved that the Board vote to name Chicken Brook for Mr. David Hoag. Selectman**
28 **Trindade seconded. No Discussion. Vote: 5-0-0.**

29
30 **Parks Playground Project – Bid Results Discussion & Future Steps**

31 *The Board reviewed the Memo from Assistant Town Administrator Potter dated November 2, 2017.*

32
33 Selectman Crowley passed out a document for review. Town Administrator Boynton noted a number of
34 options are presented noting that EPFRAC approved the option to move forward with the whole project
35 as bid. Selectman D’Innocenzo stated the bids came in higher than planned. The Town was able to
36 secure \$350,000 of the \$1million state grant for July 2018, which still leaves a shortage resulting in the
37 need for \$2.4 million versus the \$2million from the Town. Selectman Crowley stated the bottom box on
38 the first page was approved by EPFRAC; it details the breakdown of Town and CPC funding and the total
39 amount of the project as bid. Mr. Boynton stated the request at Town Meeting would be for \$2.8
40 million. He thanked Selectman D’Innocenzo and the committee for all of the work and effort they put
41 into this project over the past two years.

42
43 Selectman Crowley stated he spent six hours reviewing all of the information noting this was not overbid
44 but the engineer’s estimate was underbid. Selectman Crowley stated Selectman Trindade and Town
45 Administrator Boynton pushed the state for the funding and thanked them both for their efforts. Mr.
46 Boynton stated a Selectman spending that much time was rare and thanked Selectman Crowley for his
47 time on this project.

1 Finance Committee Chair Frank Rossi asked why the request at Town Meeting would be \$2.8 versus
2 \$2.75. Mr. Boynton stated it gives them a little additional funding. Selectman Crowley mentioned that
3 the project is carrying a 5% contingency. Mr. Boynton pointed out this would be a BAN and a short term
4 borrowing and whatever funds are not used will be rescinded at a future Town Meeting. Mr. Rossi
5 requested that a slide deck or some type of presentation of the project plans be posted at Town
6 Meeting.

7
8 **Fall Town Meeting - Discussion of Articles Needing Recommendation: Article 7, Article 11, Article 12,**
9 **and Article 18**

10 *The Board reviewed the Fall Town Meeting Warrant.*

11
12 **Article 7:**

13 Selectman Foresto stated the FinCom voted to approve the article specifically requesting the Parks
14 Commission to come up with an improved plan. Town Administrator Boynton stated that a revenue
15 based plan was developed and once sufficient information is available, we can meet with the Parks
16 Commission. Mr. Boynton also requested the Board and Parks Commission target a 9-10 year plan of
17 either a dollar amount or a percentage for the turf field replacement.

18
19 **Selectman Trindade moved that the Board approve Article 7. Selectman Foresto seconded.**

20 Discussion: Selectman Crowley would like to see the number decreased to \$50,000 with the other
21 \$50,000 going to off-set the costs for student's athletics. **Vote: 4-1-0; Crowley - no.**

22
23 **Article 11:**

24 This Article and the next one were just discussed earlier in the agenda when reviewing the Parks
25 Projects bid results. This motion for this article will be for \$2.8 million, as previously discussed.

26
27 **Selectman Trindade moved that the Board approve Article 11, as amended. Selectman D'Innocenzo**
28 **seconded. No Discussion. Vote: 5-0-0.**

29
30 **Article 12:**

31
32 **Selectman Trindade moved that the Board approve Article 12. Selectman D'Innocenzo seconded. No**
33 **Discussion. Vote: 5-0-0.**

34
35 **Article 18:**

36 The Planning Board met with those residents specifically impacted and will be zoning 68, 70 ad 72
37 Lovering Street as AR2.

38
39 **Selectman Trindade moved that the Board approve Article 18. Selectman Foresto seconded. No**
40 **Discussion. Vote: 5-0-0**

41
42 **Approval of Minutes: July 17, 2017, August 21, 2017, September 11, 2017, September 19, 2017,**
43 **October 2, 2017, October 16, 2017 and October 30, 2017**

44 *The Board reviewed the Draft minutes of July 17, 2017, August 21, 2017, September 11, 2017, September*
45 *19, 2017, October 2, 2017, October 16, 2017 and October 30, 2017.*

46
47 **Selectman Trindade moved that the Board approve the minutes for July 17, 2017. There was no vote**
48 **on this motion.** Discussion: On page 4, line 21 "are" was changed to "were". On page 5, line 38 Booster

1 Club was changed to MAHA. **Selectman Trindade withdrew the original motion. Selectman Trindade**
2 **moved that the Board approve the amended minutes for July 17, 2017 reflecting the changes**
3 **discussed. Selectman Foresto seconded. Selectman Crowley abstained. Vote: 4-0-1**
4

5 **Selectman Trindade moved that the Board approve the minutes for August 21, 2017. There was no**
6 **vote on this motion.** Discussion: On page 2, line 9 \$5 was changed to \$500. On page 2, line 24 and 25
7 the sentence was changed to: At the time of the winning bid, the third-party vendor will be in charge of
8 securing the payment on the Town's behalf. On page 3, line 40 at the Annual Town Meeting was
9 changed to: to the Charter Review Committee. On page 5, line 20 on the signalization was changed to:
10 for cameras on the traffic signals. On page 5, line 35, warrant was changed to agenda. **Selectman**
11 **Trindade withdrew the original motion.**
12

13 **Selectman Trindade moved that the Board approve the amended minutes for August 21, 2017**
14 **reflecting the changes discussed. Selectman Foresto seconded. Vote: 5-0-0**
15

16 **Selectman Trindade moved that the Board approve the minutes for September 11, 2017. There was no**
17 **vote on this motion.** Discussion: On page 5, line 32 the sentence was changed to: A leak was detected
18 and repaired at the High School; further reporting is pending the impact of this repair. **Selectman**
19 **Trindade withdrew the original motion.**
20

21 **Selectman Trindade moved that the Board approve the amended minutes for September 11, 2017**
22 **reflecting the changes discussed. Selectman Foresto seconded. Vote: 5-0-0**
23

24 **Selectman Trindade moved that the Board approve the minutes for September 19, 2017. There was no**
25 **vote on this motion.** Discussion: On page 2, line 16, paying was changed to paid; line 26 the Board was
26 in of this need was changed to the Board was in agreement of this need. On page 3, line 20 "one job
27 description with" was changed to "a job description and"; line 26 "allowing" was changed to "allows".
28 **Selectman Trindade withdrew the original motion.**
29

30 **Selectman Foresto moved that the Board approve the amended minutes for September 19, 2017**
31 **reflecting the changes discussed. Selectman White seconded. Vote: 5-0-0**
32

33 **Selectman Trindade moved that the Board approve the minutes for October 2, 2017. No Discussion.**
34 **Selectman White seconded. Selectmen Crowley and Foresto abstained. Vote: 3-0-2**
35

36 The Board requested the minutes of October 16, 2017 and October 30, 2017 be moved to the next
37 meeting for review and approval.
38

39 **Selectmen's Reports:**
40

41 Selectman Crowley requested the status of the cost estimates for the water treatment plans. Town
42 Administrator Boynton stated he received the draft report Friday and will send this to both the
43 Selectmen and Water & Sewer Commissioners. Selectman Crowley stated the Girls Soccer team opened
44 at States and the boys won their first game 4-1.
45

46 Selectman D'Innocenzo stated a lot of the town teams are in the playoffs.
47

1 Town Administrator Boynton reminded all that Town Hall is closed on Friday in observance of Veterans
2 Day. Saturday, the Veterans Day lunch is at the Senior Center with the ceremony at Matondi Square at
3 11am followed by a visit to the Cemetery prior to the lunch.
4

5
6 **At 8:16 PM Selectman Trindade moved that the Selectmen move into Executive Session for Exemption**
7 **6: To consider the purchase, exchange, taking, lease, or value of real property if such discussion may**
8 **have a detrimental effect on the negotiating position of the governmental body and the Chair so**
9 **declares [123 Holliston St] with no intention to return to open session. Selectman Foresto seconded.**
10 **No discussion. VOTE: 5-0-0. Roll Call Vote (Crowley, aye; D’Innocenzo aye; Foresto, aye; Trindade**
11 **aye; White; aye).**
12

13
14 Respectfully submitted,
15 Liz Langley
16 Administrative Assistant
17 Town Administrator’s Office

**Board of Selectmen's Meeting
November 13, 2017, 6:30 PM
Medway High School, Room 117
88 Summer Street**

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Carol Pratt, Finance Director; Mary Becotte, Communications Director; Liz Langley, Administrative Assistant.

Also present: Barbara Saint André, Town Counsel

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

Public Comments: None

Appointment Consideration – Water & Sewer Commission

There was no discussion of this agenda item.

Selectman Foresto moved that the Board appoint Mr. Barry Zide to the Water & Sewer Commission to serve until the next annual election. Selectman Trindade seconded. Discussion: Selectman Crowley will contact Mr. Burke. **Vote: 5-0-0.**

Review Fall Town Meeting Warrant

The Board reviewed the Fall Town Meeting Warrant and motions.

Town Administrator Boynton confirmed there were no changes to the warrant since the last time it was reviewed and voted on by the Board.

Discussion – State of the Town Presentation

The Board reviewed the State of the Town Presentation.

There was no feedback on the presentation from the Board members who had reviewed the content.

One-Day Liquor License Requests:

The Board reviewed Police Chief Recommendations for the Bijaya Dhungana, November 18, 2017 event to be held at the Thayer Homestead.

There was no discussion of this agenda item.

Selectman Foresto moved that the Board approve the one-day liquor licenses for Bijaya Dhungana for the event to be held at the Thayer Homestead on November 18, 2017, subject to Police Chief's

recommendations and proof of appropriate insurance coverage. Selectman Trindade seconded. No discussion. VOTE: 5-0-0.

At 6:35 PM Selectman Trindade moved to adjourn; Selectman Crowley seconded. No discussion. VOTE: 5-0-0.

Respectfully submitted,
Liz Langley
Administrative Assistant
Town Administrator's Office

AGENDA ITEM

#3

Report from the Historical Commission

No Associated back up materials.

AGENDA ITEM

#4

Report from the Redevelopment Authority – Urban Renewal Plan

No Associated back up materials.

AGENDA ITEM

#5

**Authorization to Expend
Massachusetts Department of
Environmental Protection (DEP)
Sustainable Materials Recovery
Program Funds (\$5,400) for recycling
programs.**

Associated back up materials attached.

- *Notice of Donation Fund/Authorization to Spend*

Proposed motion:

I move that the Board authorize the expenditure of the Massachusetts DEP Sustainable Materials Recovery Program Funds for recycling programs in the amount of \$5,400.

TOWN OF MEDWAY
NOTICE OF DONATION FUND / AUTHORIZATION TO SPEND

DEPARTMENT: DPS- Solid Waste DATE: 11/15/2017

PERSON RESPONSIBLE FOR EXPENDITURE: Barry Smith DPS

NAME OF DONATION: Sustainable Materials Recovery Program

SOURCE OF FUNDS: MassDEP

INITIAL AMOUNT: \$5,400.00

DURATION: n/a

DESIGNATED PURPOSE:
This will go towards the continued
implementation of programs and policies
proven to maximize reuse, recycling and waste reduction

ARE MATCHING TOWN FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS TO BE USED:

ANY OTHER EXPOSURE TO TOWN?
No

BOARD OF SELECTMEN:

ACTION DATE 11/20/2017

DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE DONATION APPROVAL TO THE TOWN ADMINISTRATOR'S OFFICE FOR APPROVAL BY THE BOS TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE DONATION MGL 44 S53A

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

AGENDA ITEM

#6

Discussion – Water Treatment Options

Associated back up materials attached:

- *Report on Water System Integrity, dated November 2, 2017 from Haley & Ward*

Town of Medway
Department of Public Services

Report on
Water System Integrity

November 2, 2017

Haley and Ward, Inc.
Civil and Environmental Engineers

Contents

Introduction	2
Water Supply.....	2
Historical Investigations.....	2
Potential Groundwater Supply Site	2
Alternative Water Supply Sources	2
Existing Medway Groundwater Supplies	3
Distribution System.....	4
Water System Demand	4
Water Quality.....	6
Treatment options	7
Residuals	8
Treatment Approach.....	9
Individual Treatment Plant Approach.....	11
Centralized Treatment Plant Approach	11
Treatment Cost Considerations	12
Exhibits.....	14

Introduction

The Town of Medway is appropriately addressing the near and long-term integrity of the municipal water supply. The primary focus of the community is the reduced water quality due to elevated iron and manganese levels entering the system from selected sources. The rate and frequency of withdrawal from the sources is managed to the extent practicable to reduce the iron and manganese entering the system. This report will identify and discuss the issues and options related to addressing these challenges through improvements to system source quantity and quality.

Water Supply

Historical Investigations

Haley and Ward completed several phases of groundwater supply investigation from evaluation of soils mapping to identifying and permitting a new source at the Industrial Park Road site. Haley and Ward prepared a letter report, dated June 14, 2012, summarizing the groundwater investigation work completed up to 2012.

Potential Groundwater Supply Site

Most of the sites investigated yielded very low depth to groundwater and very low capacity aquifers that would not produce adequate water to justify the construction of a water supply and treatment facility. Two locations, one along the Chicken Brook and one near Industrial Park Road were identified as high potential for producing an adequate quantity of groundwater for consideration for development. The Industrial Park water supply was developed and placed on-line in 2009. The Chicken Brook potential water supply site would require additional water treatment beyond iron and manganese along with extensive water supply permitting through the Water Management Act (WMA). The WMA permit may include well shut down condition based on stream flow and time of year.

Alternative Water Supply Sources

The reuse of highly treated wastewater is gaining acceptance by both the regulatory authorities and the water consumers. The Charles River Pollution Control District manages a regional wastewater treatment facility located within the Town of Medway. This plant offers the opportunity to reuse the treated effluent to supplement the drinking water supplies of the Town. The direct reuse of the water is presently a difficult hurdle to overcome due to the public perception of the source. Alternatively, the use of the water to artificially recharge the Town's supply aquifer(s) is a more feasible approach. The reuse of wastewater must plan for the potential for residual pharmaceuticals in the water to reach the groundwater source. The removal of water flow from the plant discharge would also need to be evaluated fully for its environmental impact on the receiving waters (Charles River). While a portion of this flow is returned to the wastewater plant influent after discharge from the consumer homes, a portion is lost through irrigation uses and discharges to onsite septic systems.

Existing Medway Groundwater Supplies

We take this opportunity to provide a status on Medway’s present water supplies and water demand over the last several years. Medway has three (3) registered wells and one permitted well (Industrial Park), under the Water Management Act. The authorized volumes along with permitted volume exceed the ability of the wells to produce that quantity of water for a variety of reasons. Therefore, it is important to report the actual quantity of water each well can physically produce on a regular basis. Table 1-1 summarizes the authorized volumes and the actual summer demand season capacities.

Table 1-1 EXISTING WATER SUPPLY WELL CAPACITIES

Well	Actual Rate (GPM)	Authorized Rate (GPM)	Actual Daily (24 hr) (MGD)	Authorized Daily¹ (MGD)	Daily (MGD) Typical² Run-Times	Typical Run-Times (hrs)²
Populatic Street	425	607	0.612	0.874	0.408	16
Village Street	350	457	0.576	0.658	0.336	16
Oakland Street	275	410	0.396	0.590	0.099	6
Industrial Park:	215	330	0.324	0.475	0.155	12
TOTALS	1,325	1,804	1.908	2.597	0.998	-----

1: In addition, Medway’s WMA permit limits the daily average to 0.92 mgd and a yearly maximum of 335.80 mgd

2: Typical run-times are for high demand summer season

Table 1-1 above indicates a theoretical maximum capacity of 1.908 million gallons per day (MGD), however this does not accurately represent the ability of the Medway water supply wells. Several factors impact the ability of water supplies to produce water on a consistent basis. Oakland water supply’s elevated level of iron increases iron levels in the distribution system. In addition, the iron levels in the well cause the well screen to prematurely plug, thus requiring the rate to be reduced until the well needs to be taken off-line for cleaning.

Therefore, the system operators must regulate the utilization of Oakland Street to minimize distribution system water quality negative impacts. The Oakland Street well is typical utilized more often during high demand periods or when another well is offline for repairs. Industrial Park Road water supply has a limited recharge area, thus requiring the operators to control the run-time or reduce the discharge rate during low groundwater periods and low precipitation periods.

It is recommended that the Medway gravel packed wells not be operating 24/7. Table 1-1 above identifies an acceptable daily run-time with the resulting maximum daily volume of 0.998 MGD.

Our discussions have been around pump capacity meeting present water demand; however, Medway’s water demand will continue to increase with development and will exceed present water supply production. Therefore, it is important for Medway to continue to look at options to increase water supply production. One way to maximize existing supplies is to evaluate the potential for increasing production from Oakland and Populatic well sites. MassDEP allows an existing well to be replaced with a new well or supplemented with additional wells in an effort to achieve the authorized volume for that site. Installation of test wells are required to identify the best option , replacement well, well field or satellite wells.

Supplemental well option can either be a “Wellfield” or a “Satellite” setup. Wellfield includes the installation of multiple wells, each with a water pump designed to discharge to the distribution system. Satellite well option includes new well(s) with low head pumps that discharge water into the existing main well and the main well discharges water into the distribution system. Wellfield option provides the benefit of taking one well off-line for repair or cleaning while the other well remains operating. Wellfield option may be a benefit at the Oakland site, with the high iron content requiring well cleanings every couple of years.

Distribution System

The Medway water distribution system consists of four (4) groundwater supply sites, two (2) water storage facilities and approximately 75 miles of water mains. The Medway water system serves approximately 7,800 residents.

Water System Demand

Medway’s water service area includes mainly residential demand, which makes up approximately ninety percent (90%) of the system water use, according to the town’s Annual Statistical report submitted to MassDEP. The remaining demand is commercial and industrial. Population and water use projections were completed by the Department of Conservation and Recreation – Office of Water Resources (DCR-OWR) in 2009 for the period of 2008 to 2028.

In addition, Weston & Sampson included “Future Water Demand Projection Table 2-2 in their 2009 Water System Master plan report, which projected water demand from 2013 to 2028, as summarized in Table 1-2 below.

Table 1-2 FUTURE WATER DEMAND PROJECTION

Year	Average Day Demand ¹ (MGD)	Maximum Day Demand ² (MGD)	Peak hour Demand ³ (MGD)
2013	0.9	1.35	2.0
2018	0.92	1.38	2.1
2023	0.94	1.41	2.1
2028	1.0	1.5	2.3

1. Average Day Demand as projected by DCR-OWR
2. Maximum day is the maximum use in any 24-hour period
3. Peak hour demand is the maximum volume pumped in any given 1-hour period

The conclusion reached in the 2009 W&S Water System Master Plan indicated that Medway has the water supply capacity to meet the 2028 maximum day demand projections. This 2009 Water System Mast Plan conclusion assumed present water supply capacity was 2.59 mgd, which assumed all wells are pumping 24 hours per day and are capable of pumping their approved rate. We have discussed earlier in this report, the issues with the groundwater wells and necessary improvements to reach authorized rates. It is our opinion that Medway’s pumping capacity to be utilized for water supply projections should be in the range of 0.998 to 1.908 mgd (actual rates for typical summer run-times vs 24-hr run-time), as identified in Table 1-1. The 24-hour runtime volume is above the 2028 maximum day demand projection, however the summer run-time volume is below.

We have summarized in the Table 1-3, the pumping records from the MassDEP Annual Statistical Reports submitted by Medway to MassDEP for the last three years. Pumping volume is greater than use demand mainly due to leaks in the distribution system that is not captured by the use meters. We recommend utilizing historical pumping records for projecting a system's ability to meet future demands, since it includes typical leaks within the system. It is worth mentioning that Medway strives to identify and eliminate leaks, where possible, through water main replacements and an annual leak detection and repair program.

Table 1-3 WATER PUMPED 2014-2016

Year	Average Day (MGD)	Maximum Day (MGD)	Total Pumped (MGD)
2014	1.12	1.602	409
2015	0.833	1.363	303
2016	0.788	1.076	287

The maximum day demand and total pumped in 2014 is higher than recent years mainly due to the elimination of a major water main leak on Village Street in December of 2014. This suggest that present water use is more representative of the 2015 and 2016 usage and should be used for water use projections.

Water Supply Recommendation: The water pumping records for 2015 and 2016 indicate the Town of Medway water supply pumping capacity (0.998 mgd, typical summer run-times), will not meet the projected maximum day system water use in 2028 (WRC-OWR projection). Medway should continue to pursue water supply improvement options that will increase and/or maintain existing water supply capacity. Options that should be investigated include but are not limited to the following.

1. Install iron and manganese removal plant to treat Oakland water supply to allow longer run times and greater volume per day.
2. Upgrading Populatic water supply with a replacement well, wellfield or satellite well setup to return capacity back to 607 gpm.
3. Upgrading Oakland water supply site with a wellfield setup to extend time between well cleanings resulting in greater volume per day.
4. If the above-mentioned items are not effective or an un-anticipated jump in water demand occurs, the town should investigate the potential Chicken Brook water supply.

Water Quality

The Town of Medway water system has persistent issues with iron and manganese within its distribution system. Iron and manganese occur naturally within some groundwaters and at varying levels depending upon the land formation and nearby wetlands. The minerals are dissolved from the parent soil to be transmitted by groundwater to the municipal water supply. When the groundwater is exposed to air or the chemistry is changed or the water is heated, the minerals will come out of solution to discolor the water with fine particulates. Manganese tends to give the appearance of black to brown water, while iron will give the appearance of a yellow water. Iron and manganese in a water supply at moderate to high levels can also produce an unfavorable taste in the drinking water.

The minerals will stain plumbing fixtures, dishes and laundry particularly when chlorine in bleach and detergents change the water chemistry. Heating the water for domestic uses such as bathing, laundry and washing will also cause staining.

The United States Environmental Protection Agency (US EPA) and Massachusetts Department of Environmental Protection (MassDEP) currently list iron and manganese as a secondary contaminants because of aesthetic concerns including unacceptable taste, staining of fixtures and dark, cloudy water at levels greater than 0.05 milligrams per liter (mg/L) for manganese and 0.3 mg/L for iron.¹ MassDEP publishes these secondary contaminant levels in a list of Secondary Maximum Contaminant Levels (SMCL). MassDEP additionally recommends that infants up to 1 year of age should not be given water with manganese concentrations greater than 0.3 mg/L for more than a total of 10-days in a year, nor should the water be used to make formula for more than a total of 10-days in a year. The recommended water concentration limit for lifetime exposures to manganese is 0.3 mg/L. People may also want to limit consumption of waters containing greater than 1 mg manganese/L. Individual requirements for, as well as adverse effects from manganese can be highly variable. The general population water concentration exposure limits of 0.3 and 1 mg/L have been set based upon typical daily dietary manganese intake levels not known to be associated with adverse health effects. This does not imply that intakes above these levels will necessarily cause health problems. As a precaution, the general population should consider limiting their consumption of drinking water with high levels of manganese to decrease their exposures and to decrease the possibility of adverse neurological effects.²

The Town of Medway, Department of Public Services Water/Sewer Division (DPS) monitors the water supply at its individual sources and throughout the system. Water samples are sent to Commonwealth of Massachusetts State Certified Laboratories for analysis and reporting. The results are forwarded to MassDEP as well as in a summary to the water consumers through annual Consumer Confidence Reports.

Each of Medway's water supply sources include chemical addition to sequester iron and manganese, which consists of a blended polyphosphate. The chemical is designed to keep iron and manganese in solution so that it does not create aesthetic problems in the customer taps. As iron and manganese levels increase in the water supplies the sequestering process becomes ineffective.

¹ Standards and Guidelines for Contaminants in Massachusetts Drinking Waters, MassDEP, Spring 2017

² Manganese in Drinking Water: Questions and Answers for Consumers, MassDEP, June 19, 2014

The iron levels in the Oakland supply well frequently exceed 1 mg/L, well above the SMCL of 0.3. The manganese levels are within the range of 0.05 to 0.30 mg/L, above the SMCL but below the action level for infants.

The Village supply well generally meets the iron SMCL but exceeds the SMCL for manganese. Manganese levels are frequently above the recommended action level for infants. In the past, levels at Village have exceeded manganese levels of 1 mg/L. Recently, the level has been reduced through withdrawal reduction and supply management. The manganese SMCL and other requirements are included in 310 CMR 22.07D. Paragraph 22.07 D (3) of that CMR indicates *"If MassDEP determines that the water poses a risk to public health the PWS must take all actions necessary to reduce to levels deemed safe by the Department, Actions may include monitoring, reporting to DEP, public notice, reducing levels"* Medway has consulted with the MassDEP regarding the elevated levels of manganese in the Village Street supply and MassDEP has recommended that Medway start to look for near and long term plans to reduce manganese levels in the customer taps.

Iron and manganese levels at the Populatic supply are at or below the SMCL established for iron and manganese. Through continued pumping these levels would be expected to climb. The treatment of this source should be included in the DPS planning process.

The water quality at the Industrial Park supply is good. Iron and manganese are consistently well below the SMCLs for iron and manganese.

Water Quality Recommendation: Treatment of the water from the Village Street source should be a priority due to the potential health risks of excess manganese consumption. Oakland has the greatest impact on the aesthetic (color) quality of the drinking water within the system. Oakland treatment should be designed for full authorized volume of the supply. Treatment for Populatic supply should be included as part of the overall approach, however it is not a priority based on the present iron and manganese test results.

Treatment options

Several common options are available for the removal of iron and manganese: conventional, greensand or membrane.

A conventional treatment approach using a chemical addition, settling and filtration approach provides the greatest flexibility in meeting future unknown requirements and loading. The process would include open process vessels with mechanical equipment to mix the treatment chemicals within the untreated water to convert the dissolved minerals to particulates and assist in settling or filtration of the water. This process would also require additional operator input to manage and monitor the treatment process.

Greensand filtration uses natural and synthetic filter media to removed minerals from the water source within a closed pressure vessel. Filter media is placed in the vessel in distinct layers to capture the iron and manganese. Chemicals are added to the raw water to convert the dissolved iron to a particulate. The iron is deposited on the top of an anthracite filter media within the top layer. Manganese dissolved within the groundwater attaches to the lower layer of greensand filter media through a chemical bond.

Greensand is an ore-type filter media. A similar manganese dioxide coated filter media may be used to function with similar or sometimes improved characteristics. These two treatment layers are supported by a gravel layer in the bottom section of the filter vessel. The end of a filter run is dictated by the pressure loss across the filter bed. The pressure above the filter will increase as the minerals are captured on the media surface. The bed is restored by backwashing water through the filter to break the particulate manganese free from the greensand and lift the iron off the top of the anthracite layer. The filter is then placed back in to service.

Membrane filtration provides an alternative approach that uses a membrane to separate mineral particulates from the source water following a chemical addition step to convert dissolved minerals to particulates through oxidation. The source water is pumped in to the filter vessel at a pressure high enough to pass through the membrane. The size of the membrane pores determines what is captured within the vessel. Depending on the system design, deposited materials are removed through a backwash or surface scour process. Membrane filtration, depending upon the pore size, will also remove biological pathogens from the water making them applicable to ground water sources that are under the direct influence of a surface water.

If the source is not classified as a groundwater under the influence of surface water, membrane systems may not be a cost-effective option.³ None of the Medway wells are considered to be under the influence of a surface water.

As with greensand filters, membrane processes require minimal operator intervention. The membranes are less forgiving with respect to physical or chemical damage. In addition to backwash operations, membrane filter modules may require occasional cleaning or replacement due to fouling of the membrane media. Greensand filters also require annual or biannual maintenance to inspect and replace media that may be lost during backwash operations.

Greensand filtration runs between back wash cycles are normally on the order of 24 to 72 hours. As the level of the minerals in the water increases particularly iron, the time between backwashes will be reduced. The treatment of a source water with a combined manganese and iron concentration of 8 mg/L will a backwash frequency of less than 24 hours.⁴ Preliminary treatment for these sources may be considered to remove the bulk of the iron in solution. The Oakland source does not currently meet this condition but the iron levels are trending up. The implementation of a pretreatment process should be considered in the design process. The actual placement of the process could be deferred until required.

Treatment Recommendation: The preferred option, based on Medway's current water quality is a greensand filtration process.

Residuals

Filter backwash operations use finished (treated) water in a reverse flow through the filter to remove captured iron and manganese from the bed. The backwash operation also stratifies filter media within the bed. The filter media is selected with a specific gravity that allows the vertical backwash flow to carry the media to varying levels. As the reverse flow stops, the media returns to its original design

³ Iron and Manganese Removal Handbook, American Water Works Association, Second Edition

⁴ Iron and Manganese Removal Handbook, American Water Works Association, Second Edition

layering. A brief filtration to waste process cleans any remaining fines by filtering water in a normal direction but diverting the result to a holding tank.

Water coming from backwash operations and the filter to waste stream are directed to a backwash waste tank then a reuse tank. After a period to allow for settling, the upper levels of the reuse tank are placed back in to the filtration steam with the source water. Up to 90 percent of the backwash water is reused in this manner to minimize the water waste and to reduce the plant wastewater flow.

The remaining backwash water in the reuse tank contains the iron and manganese, or residuals, removed from the source water. The residuals are concentrated by the reuse tank settling process but the resulting liquid remains primarily water.

The backwash residuals may be further treated and discharged on site through settling lagoons. The clear water off the top of the lagoons is discharged to a receiving surface water or groundwater. This discharge would require a permit from MassDEP and the US EPA for discharge to a surface water. The permit conditions would specify treatment limitations and monitoring conditions. The settled sludge in the lagoon is removed on an annual basis and disposed of as a residual waste. On site residual treatment lagoons can require land area similar in size to the plant itself.

An alternative approach, if available, is to discharge the settled waste from the bottom of the reuse tank to a municipal sewer system. Residuals directed to municipal sewer allows for reduced operator requirements, permitting, capital cost and land use. One key point of the sewer discharge is the ability of system to accept the residuals. Coordination with the sewer treatment authority, the Charles River Pollution Control District is necessary to establish the characteristics of the waste, the timing and discharge rate. The municipal sewer must also be reasonably close to the plant for financial feasibility.

Wastewater capacity is at a premium for Medway, the estimated volume of the settled waste on a per backwash cycle is 10,000 gallons. The discharge to sewer would require a pump system, which could have a controlled discharge over a time period as required by the receiving wastewater authority.

Treatment Approach

The goal of the treatment approach is to implement a treatment system that can be operated by existing staff with current licenses.

The system is designed with an efficient lifetime cost using proven products and methods. Following on the prior recommendation of a greensand filter treatment process, a pressure vessel option for the implementation allows the source water to be piped directly from the wells in to the filter without an intermediate pumping step. The pressure vessels also allow a larger pressure head to be placed across the filters during filtration.



Figure 1 Pressure Filter Vessels (Natick, MA)

An equivalent open top vessel would require 20 feet of freeboard over the filter surface resulting in the need for a taller building to enclose the filter process. Figure 1 *Pressure Filter Vessels (Natick, MA)*, above, shows two typical filter vessels. Figure 2 *Treatment Schematic* below provides a schematic of a typical greensand filtration process.

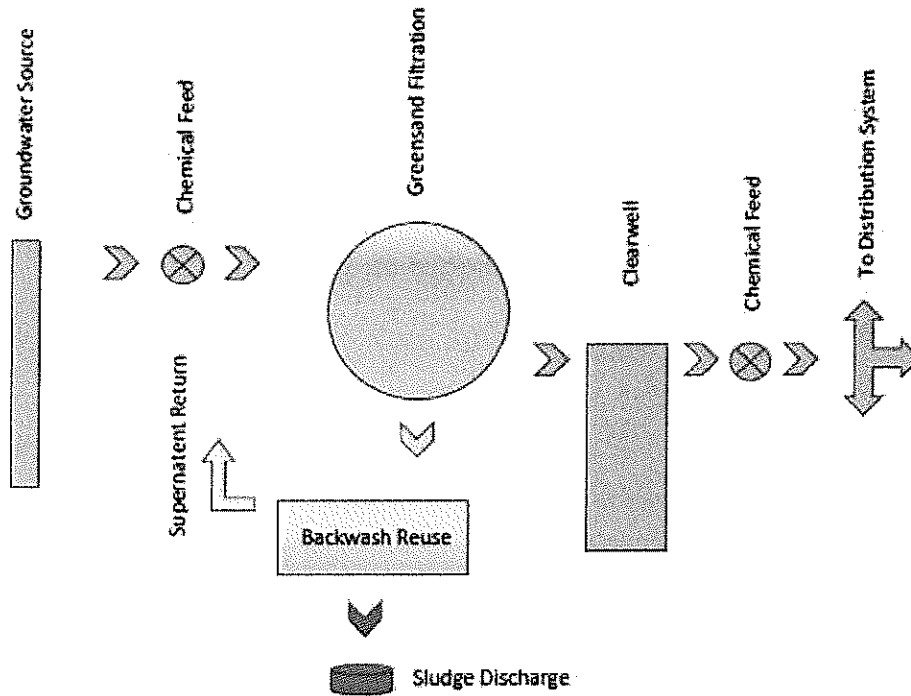


Figure 2 *Treatment Schematic*

The pressure vessels are cylindrical in shape with a diameter of 10 to 12 feet and lengths of up to 40 feet. The vessels may have intermediate walls that allow once portion to be backwashed while the remaining cells are in service. Source water, treated water, backwash waste and air scour piping is located on the exterior sides of the vessels with automatic valves tied to a control system. The control system allows the filtration and backwash processes to be automated. The operator can initiate a backwash operation at a touch screen and then move on to other tasks. The control system will open and close the appropriate valves and run required equipment at appropriate and consistent times. The filter control system would be incorporated in to the existing supervisory control and data acquisition (SCADA) system. For smaller plant flows, individual vertical pressure filters may be used instead of the larger horizontal filters. Each vertical filter acts as a single filter for backwash operations; there are no individual cells. Two or more vertical filters are placed in the plant and controlled by an automation system as described for the horizontal filter.

Individual Treatment Plant Approach

The water supply treatment system can be centralized or distributed. A distributed system would include smaller treatment plants at or near the source with entry to the distribution system at that site. A plan of the available municipally owned open space in the southeast corner of the Town of Medway is appended to this report. All three water sources considered for treatment are in this area. Sufficient land area exists on the sites of the Village and Populatic sources. Each of the sites has a municipal sewer available for disposal of the backwash residuals. The distributed approach would allow for project phasing so each plant to be built as funding may allow.

Much of the Populatic site is located within a FEMA mapped flood zone. The parcel does include land area along Populatic Street large enough for a treatment facility.

The Oakland site is limited by wetland resources and the associated buffer preventing the siting of a plant. A suitably sized parcel is available just north of the Oakland source (lot 42-053). Water main piping would be required to bring source water to this site as well as to return it to the system. Access to this parcel is also limited by a water body between the site and Oakland Street. An easement across a parcel between the pump station and the treatment site would need to be acquired.

Centralized Treatment Plant Approach

A centralized plant would be sited within the vicinity of the three water supplies to be treated; Oakland, Village and Populatic. Raw water piping would be installed between the Oakland, Village and Populatic sites and the proposed treatment plant site. This raw water piping system would be separate from the existing water distribution piping in the street. Distribution system finish water main upgrades will be required for a centralized facility to provide the necessary discharge rate from the plant.

The centralized system has the advantages of scale to reduce the overall cost. Support equipment such as the plant automation, chemical feed equipment, emergency generator, blowers, backwash disposal, power distribution and lab/office/bathroom space is provided for one common facility rather than repeated at each distributed site. A central treatment facility would allow for blending of the water sources for treatment. The high iron levels at Oakland can be blended with the lower iron source water from Village and Populatic to allow for extended filter runs between backwash cycles.

A central plant would require one operator at the specified hours for the plant rating. MassDEP classifies treatment plants based on their complexity and treatment operations with ratings ranging from T1 up to T4. We expect a plant designed to treat Medway's water to be classified as a T2. MassDEP would require at least 4 hours of operator staffing each day for this facility. The regulations require this level of staffing for each treatment plant however an exemption can be requested for satellite plants. This should apply to a system of distributed treatment plants however MassDEP approval would be required.⁵

A central plant would also be more easily managed. Treatment chemicals would be received, batched and fed at one location for improved operator safety, monitoring and control. The transfer from a

⁵ Code of Massachusetts Regulations 310 CMR 22 Drinking Water.

central receiving point to the remote plants would be required if a distributed treatment plan is adopted.

Figure 3 *Raw Water Piping Required for Centralized Plant* shows the interconnection piping required to bring raw water to a centralized treatment plant to serve the Oakland, Village and Populatic sources. Under this arrangement, a centralized plant sited at the Populatic source is favorable due to the land area available, centrally located between other sources and the existing water office facilities on site. A centralized plant north of Oakland may be a viable option, however the degree of impacts to wetlands would require additional investigation. A centralized Oakland plant would require additional length of raw water mains, resulting in higher installation costs and possibly higher pump energy costs.

If the centralized plant is located at Populatic, the raw water piping leg installed in Populatic/Walker Street from the Village Street intersection would be required to transmit raw water flow from both Oakland and Village Sources. This leg would be the shortest of the three and would result in the least amount of pressure loss for the larger flow. A larger main to carry this flow would have the lowest cost of the three sites. The project design phase should also evaluate route options from Village to Populatic across the Charles River and from Oakland to Village Street along a cross country sewer easement north of the Charles River Pollution Control District treatment plant site.

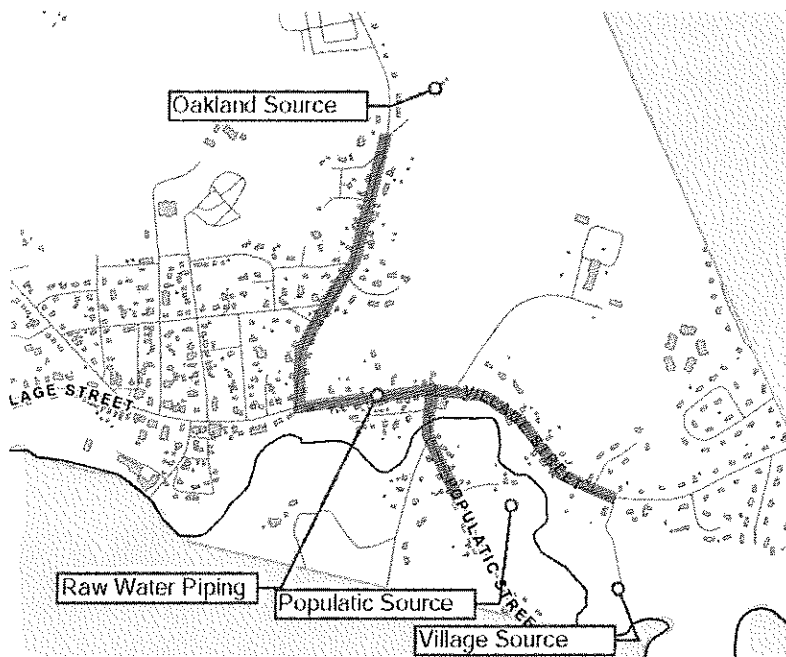


Figure 3 *Raw Water Piping Required for Centralized Plant*

Treatment Cost Considerations

In order to provide an expected cost for a Medway plant we reviewed recent pressure filter projects in Massachusetts. Four (4) plants, which were recently built, with capacity range of 1.37 MGD to 7.0 MGD and cost range of \$7.2M to \$13.9M. We plotted the associated costs and capacity and created a linear regression line to provide a representative expected cost for the various sized Medway plants.

The four (4) plants, used in the estimate, included cavity wall building construction, suitable for a public area. A summary of the construction cost development is provided at the end of the report as an exhibit.

There are alternative building types that can substantially reduce the building cost. A summary of the expected costs for the treatment options is provided below in Table 1-4. Table 1-4 includes a Configuration column that lists the treatment approach of distributed and centralized treatment plan. The individual remote treatment plants are listed in their order of priority. The design capacity of each plant is also provided.

The Plant Cost column provides the expected cost of the plant design and construction costs based upon a December 2018 bid date and an Engineering News Record (ENR) construction cost index of 11904. The relative cost of the remote plants based on treatment capacity are higher than the centralized plant to account for the loss of scale and the sharing of support facilities. The “Defer Populatic” option provides the cost for constructing a plant to treat Village and Oakland, while deferring the implementation of treatment for Populatic. The plant structure would be large enough to receive Populatic flows, but would require control and piping upgrades and a potential additional filter.

The “Main Feet” and “Main Cost” columns provide the scope and cost of installing water mains to connect the treatment plant to the associated sources. The Village and Populatic sites are close enough to the existing source to not require additional main beyond that included in the projected Plant Cost item. The Project Cost column provides the sum of the plant cost and main cost for the individual site. The accumulated cost provides the sum of the individual site costs as the distributed plants are developed. In the case of the centralized plant approach, the accumulated cost is the same as the construction cost for the single plant with supporting raw water piping.

The plant construction cost estimates expect a final design based upon cavity wall masonry building construction. Depending on final siting, construction costs could be reduced by using steel frame and sheet metal clad building in a cost effective, utility focused design.

Table 1-4 Treatment Options Expected Costs

Configuration	Capacity		Plant Cost	Main		Project Cost	Accumulated Costs
	MGD	GPM		Feet	Cost		
Distributed Plants							
Village	0.576	400	\$ 8,802,000	0	\$ 0	\$ 8,802,000	\$ 8,802,000
Oakland	0.396	275	\$ 8,474,000	2,000	\$ 360,000	\$ 8,834,000	\$17,636,000
Populatic	0.900	625	\$ 9,392,000	0	\$ 0	\$ 9,392,000	\$27,028,000
Centralized Plant							
3 Sources	1.872	1,300	\$11,162,000	7,960	\$1,830,800	\$12,992,800	\$12,992,800
Defer Populatic	0.972	675	\$ 9,523,000	7,960	\$1,830,800	\$11,353,800	\$11,353,800
Populatic added at later date	0.900	625	\$1,547,000	0	\$ 0	\$ 1,547,000 ¹	\$12,900,800

1: Expected cost for Populatic added at a future date is not adjusted by the ENR index

The Centralized Plant approach provides the lower cost for full implementation. This approach also provides the lower lifetime cost with the savings of efficient staffing, maintenance and operational costs.

Presently Populatic water supply does not warrant treatment based on the SMCL for iron and manganese, however there is an upward trend for iron and manganese, as seen with the Village Street water supply. The decision to include Populatic into a centralized water treatment plant would be a cost based decision plus the avoidance of water quality complaints occurring from increased manganese levels in the Populatic water source.

Water Treatment Plant Recommendation: Table 1-4 identifies that the cost-effective option is a single centralized treatment plant to meet the goal of improved water quality for Medway water customers. The Populatic site appears to be best suited for a centralized treatment for the following reasons.

1. Available land,
2. more centralized location to other wells,
3. lower raw water installation costs and
4. lower raw water pumping energy costs.
5. Located at the base station for the water Supervisory, Control and Data Acquisition (SCADA) system.

Exhibits

Construction cost development summary

Land Ownership Map

Land Ownership - Map Southeast

Water Distribution System Map

End of Report

Treatment Construction Cost Estimate

Six Similar Projects Completed in Massachusetts

Location	Used for Estimate	Capacity MGD	Construction Cost	Forecast ENR: 11094		Forecast
				Year	ENR	
Topsfield	TRUE	1.37	7,316,000	2017	10796	7,517,942
Dover	TRUE	1.73	7,280,000	2016	10376	7,783,763
Webster	TRUE	2.74	9,000,000	2017	10796	9,248,425
Shrewsbury	TRUE	7.00	13,900,000	2016	10379	14,857,559
Natick	FALSE	5.04	5,270,257	2003	6741	8,673,525
Chatham	FALSE	3.00	7,500,000	2016	10379	8,016,668

ENR Column: Engineering News Record Construction Cost Index for period of construction activity

Forecast Column: Construction Cost x Forecast ENR Index / Construction ENR Cost Index

Plant	Capacity (MGD)	Cost	10%			Total
			Design	ConstAdm	Contingency	
Village	0.576	6,378,113	637,811	637,811	1,148,060	8,802,000
Oakland	0.396	6,140,587	614,059	614,059	1,105,306	8,474,000
Populatic	0.900	6,805,659	680,566	680,566	1,225,019	9,392,000
Centralized	1.872	8,088,296	808,830	808,830	1,455,893	11,162,000
Defer Populatic	0.972	6,900,669	690,067	690,067	1,242,120	9,523,000

Construction Column: Straight Line regression of inflation adjusted prices to proposed treatment capacities

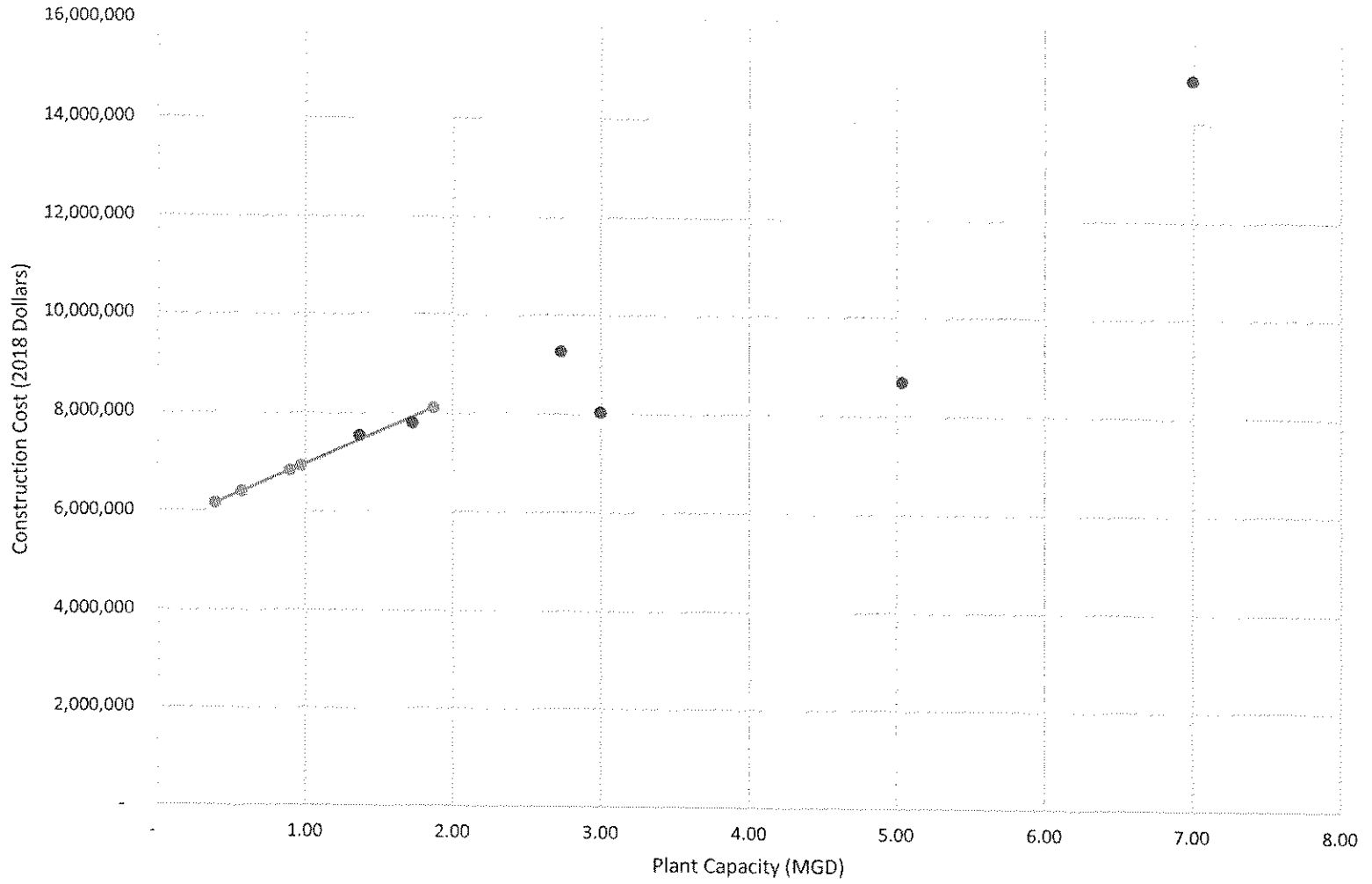
Design and ConstAdm Columns: Percentage of Construction Cost for design and construction phase engineering services

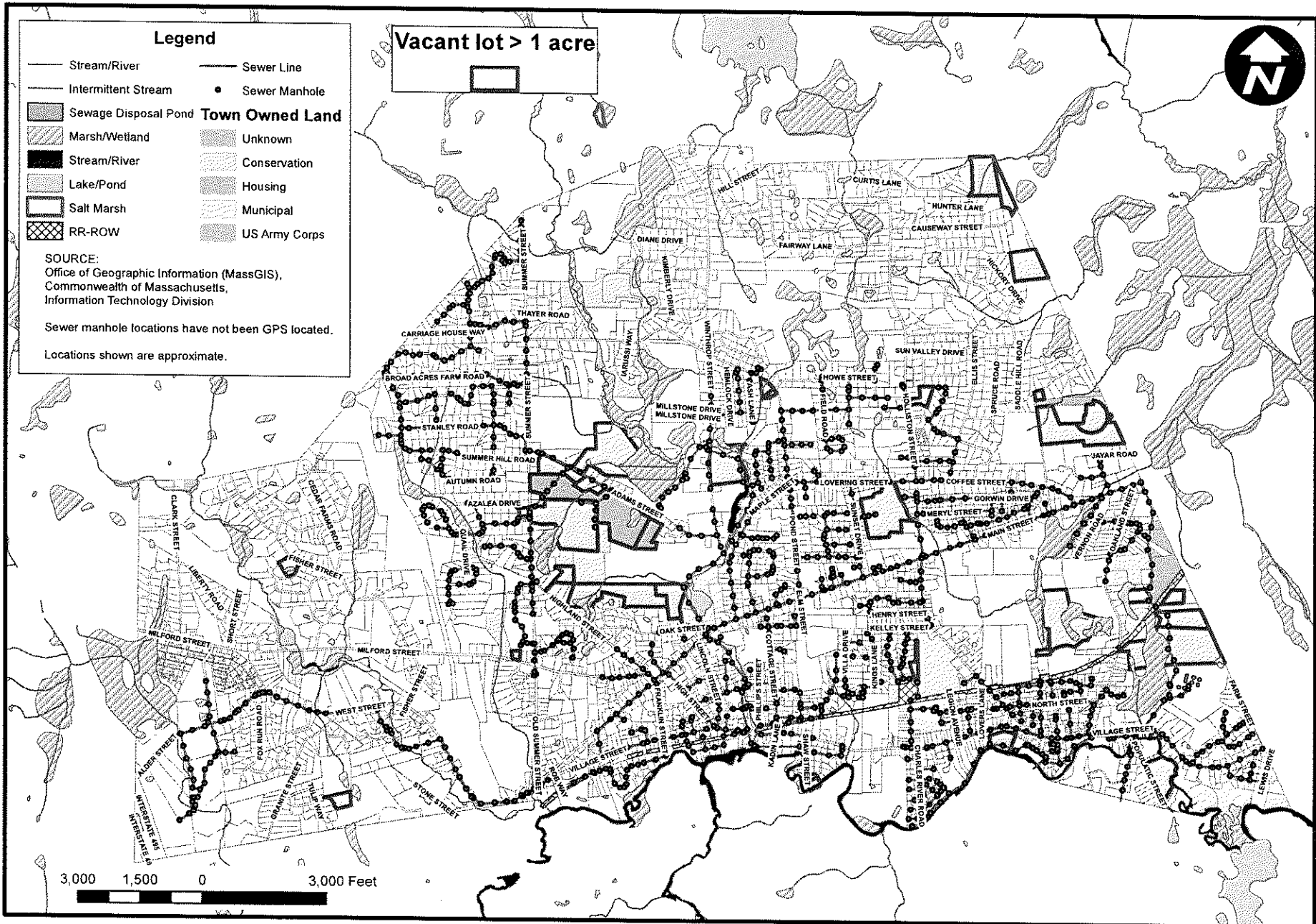
Contingency Column: Percentage of sum of Construction, Design and ConstAdm columns

Total Column: Rounded sum of Construction, Design, ConstAdm and Contingency columns

Treatment Cost

● Historical Projects —●— Medway Plants





Legend

- Stream/River
- Intermittent Stream
- ▨ Sewage Disposal Pond
- ▨ Marsh/Wetland
- ▨ Stream/River
- ▨ Lake/Pond
- ▨ Salt Marsh
- ▨ RR-ROW
- Sewer Line
- Sewer Manhole
- ▨ Town Owned Land
- ▨ Unknown
- ▨ Conservation
- ▨ Housing
- ▨ Municipal
- ▨ US Army Corps

SOURCE:
Office of Geographic Information (MassGIS),
Commonwealth of Massachusetts,
Information Technology Division

Sewer manhole locations have not been GPS located.

Locations shown are approximate.

Vacant lot > 1 acre

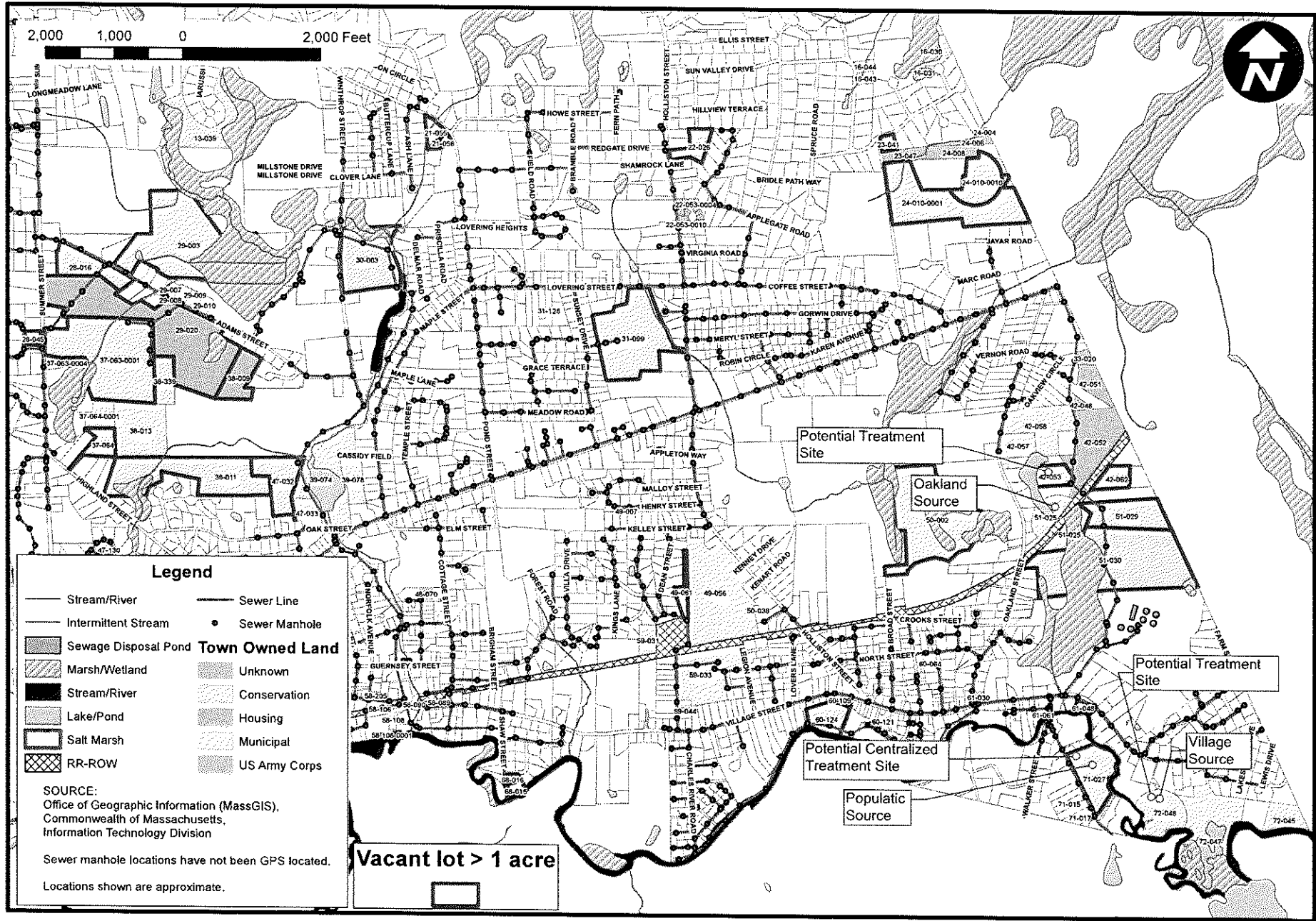


3,000 1,500 0 3,000 Feet



Town of Medway, Massachusetts	
Land Ownership	
Haley and Ward, Inc.	
43 GREAT ROAD SUITE 200 MEDWAY, MASSACHUSETTS 01954 (978) 648-6025 www.haleyward.com	
SHEET NO.: 1	BY: X
CONTRACT NO.: X	DATE: X
SCALE: 1/25,000	REVISED: X
DATE DRAWN: OCT 2017	DATE: X
DRAWN BY: AVK	BY: X
FILE NO.: MDY-140_LandOwnership	BY: X

DWG. 1



Town of Medway, Massachusetts

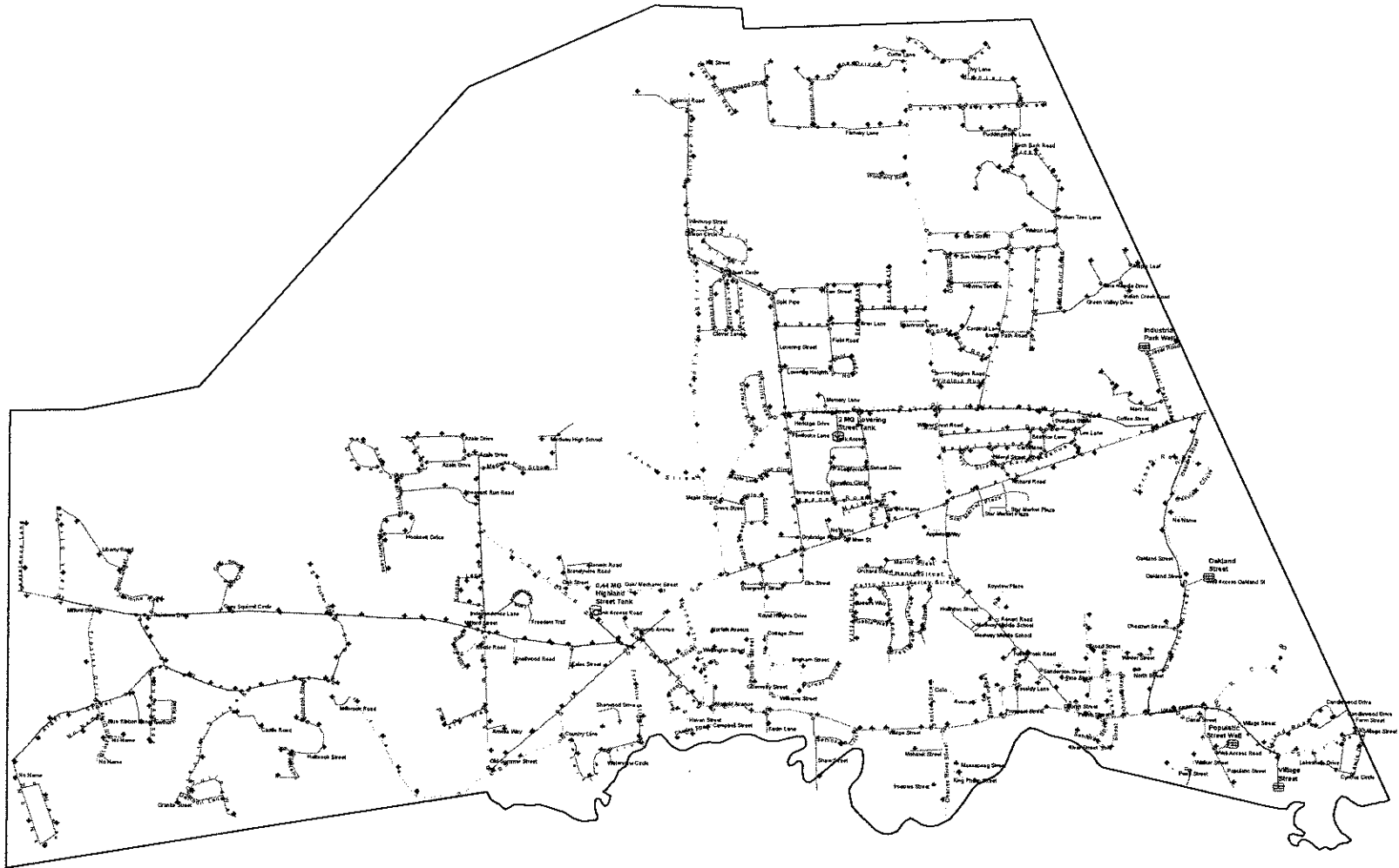
Land Ownership

Haley and Ward, Inc.
 63 GREAT ROAD
 MEDFORD, MA 01754
 (978) 648-6035
 www.haleyward.com

CHECKED	DATE	BY
X	X	X

SHEET NO.	CONTRACT NO.	SCALE	DATE DRAWN	DRAWN BY	FILE NO.
1	X	1:5,000	OCT 2017	AWK	MDY:IG LandOwnership

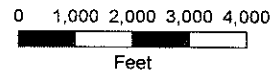
DWG. 1



Legend

Water Mains	• Hydrants	⊗ Wells
Diameter	• Valves	⊗ Tanks
— 6		□ Town Boundary
— 8		
— 10		
— 12		

**WATER DISTRIBUTION SYSTEM
TOWN OF MEDWAY, MA**



July 2009

Weston & Sampson

AGENDA ITEM

#7

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

Associated back up materials attached:

- *Memo dated November 15, 2017 from Courtney Riley*
- *GATRA Contract*

Proposed Motion:

I move that the Board authorize the Chair to execute the Fiscal Year 2018 contract with the Greater Attleboro-Taunton Regional Transit Authority for transit services.

Medway Council on Aging

Memorandum

11/15/17

To: Medway Board of Selectman

From: Courtney Riley

CC: Michael Boynton

I am writing to express my full support in the re-signing of the 2017-2018 GATRA Contract. I have thoroughly read the contract and am confident on continuing the partnership for another year. Your support continuing this contracting is much appreciated.

Thank you!

Courtney Riley

Courtney Riley
Medway COA Director



GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

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

Agreement this 1st day of July 2017, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and the Town of Medway, a duly organized and existing Massachusetts corporation, having a usual place of business in Medway, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

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

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

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

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

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

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

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

- H. The Contractor agrees to document and resolve, if possible, any valid service complaints it receives and forward a report of the complaint as well as the resolution to the GATRA administrative office within the calendar month it occurs. Further, the Contractor agrees to notify GATRA immediately if a Title VI complaint, as described in Section IV Subpart H., is received.
- I. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements as required by GATRA. Contractor shall also be responsible for data collection and other service evaluation activities as specified by the GATRA Administrator and set forth in Exhibit 2.
- J. The Contractor agrees to submit invoices to GATRA by the tenth 10th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibit 1 and Exhibit 1-2 of this Agreement and on the form provided.
- K. The Contractor agrees that it will maintain an accounting system for services rendered under this Agreement which is approved by GATRA.
- L. The Contractor is responsible for obtaining three estimates/quotes for any item to be purchased under this contract which exceeds \$500.00. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates/quotes.

The Contractor shall utilize to the extent possible companies that are determined to be Disadvantaged Business Enterprises (DBE's) by the Massachusetts Supplier Diversity Office, as detailed in Section IV Subpart G of this contract. GATRA will assist the Contractor in locating these companies if necessary. The Contractor agrees to notify GATRA if it purchases from or contracts with a DBE.
- M. The Contractor agrees that liquidated damages as provided in Exhibit 4 of this contract shall be deducted from its compensation due under Section "II" Paragraph A for violations of this contract.
- N. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will

be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance with the provisions of Chapter 30A, Massachusetts General Laws. All parties will be notified of a decision within (30) days of the appeal hearing.

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

II. OBLIGATIONS AND AGREEMENT OF GATRA

- A. GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing July 1, 2017 ending June 30, 2018 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibit

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

III. GENERAL CONDITIONS

- A. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.
- B. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an agent for GATRA only in the lease or purchase of goods and services for use in providing the services described in Exhibit 1 and Exhibit 1-2. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.
- C. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any

such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.

- D. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.
- E. The parties recognize and agree that Exhibits 1, 1-2, 2, 3, and 4 attached hereto are incorporated herein by reference and made a part of this contract.
- F. GATRA receives funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will comply with the Federal Administration Required Clauses.

IV. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

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

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

- B. Charter Service - The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- C. School Bus Operations – The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- D. Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E. Clean Water/Clean Air – The Contractor agrees: (1) It will not use any violating facilities; (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (3) It will report violations of use of prohibited facilities to FTA; and (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C §§ 1251 – 1387).
- F. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later

amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

- G. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 26). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every practicable opportunity to participate in the performance of contracts relating to GATRA's construction, procurement and professional service activities.

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

- H. Civil Rights Requirements - GATRA is an Equal Opportunity Employer. As such, GATRA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GATRA agrees to comply with the requirements of 49 U.S.C § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination** - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age** - In accordance the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 43 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1991, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

I. Termination

1. **Termination for Convenience.** GATRA may terminate this contract, in whole or in part at any time by written notice to the Contractor when it is in GATRA's best interest. The contractor shall be paid its costs associated with work performed up to time of termination. The Contractor shall promptly submit its termination claim to GATRA to be paid the Contractor. If the Contractor has any property in its possession belonging to GATRA, the Contractor will account for the same, and deliver it in the manner GATRA directs.
2. **Termination – Without Cause.** Either party to this Contract shall have the right to terminate this Contract without cause during said term provided that either party notify the other of such desire by 45-day notice in writing.
3. **Termination for Cause.** If the Contractor fails to perform the services described in Exhibit 1, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for cause. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of any default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of GATRA equipment, the Contractor shall, upon direction of GATRA, protect and preserve the equipment until surrendered to GATRA or its agent. The

Contractor and GATRA shall agree on payment for the preservation and protection of equipment. Failure to agree on amount will be resolved under the Dispute Clause.

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

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

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

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

J. Access to Records and Reports –

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
 4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- K. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GATRA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.
- L. No Obligation by the Federal Government – GATRA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GATRA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- M. Program Fraud and False or Fraudulent Statements - The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the

Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- N. Transit Employee Protective Agreements - The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
 2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
 3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- O. Debarment, Suspension, Ineligibility and Voluntary Exclusion - The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award.

- P. Lobbying Restrictions – The Contractor certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Q. Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests which would cause GATRA to be in violation of the FTA terms and conditions.


Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced July 1, 2017 as herein set forth notwithstanding the fact that the Agreement has been executed by the parties subsequent to July 1, 2017 and all services called for by this Agreement shall terminate at midnight on June 30, 2018.

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

TOWN OF MEDWAY

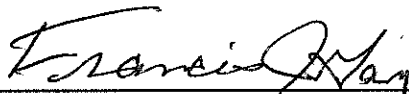
GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY

(Title)



2580 GATRA

Town Accountant



Francis J. Gay, Administrator

Town Counsel

EXHIBIT 1
ELDERLY AND DISABLED SERVICE
 Term of Contract - From 7/1/2017 to 6/30/2018

Community: Medway, Operated by Medway Council on Aging

Number of Elderly in Community: 2,100

Service Characteristics: Dial-a-Ride Van Service, 24-Hour advance registration

Vehicles to Operate Service: 2012 Ford Starcraft VIN: 1FDFE4FS3CDA62898
 2013 Ford E350 VIN: 1FDEE3FLXDDA59772

Days/Week of Operation: Monday - Friday 8:00 AM - 4:30 PM DAR (with extended service as needed)

Estimated Trips/Month: 200

Estimated Unduplicated Riders/Month 60

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>	
Director	Wages	Rental/Lease	
Dispatcher <u>\$6,000</u>	<u>\$61,875</u>	Radio Rental/Lease	
Telephone	Fringes	Depreciation	
Supplies <u>\$375</u>		Gasoline	<u>\$14,250</u>
Other		Maintenance/Repair	<u>\$3,000</u>
(Explain)		Insurance	
SubTotal <u>\$6,375</u>	SubTotal <u>\$61,875</u>	Garaging	
		SubTotal	<u>\$17,250</u>
		TOTAL COST	<u>\$85,500</u>

Contractor's Responsible Official:

NAME: Courtney Riley
 POSITION: Director, Council on Aging
 ADDRESS: 76 Oakland Street
Medway, MA 02053
 PHONE: (508) 533-3210

Responsible Local Official:

NAME: Michael Boynton
 POSITION: Town Administrator
 ADDRESS: 155 Village Street
Medway, MA 02053
 PHONE: (508) 533-3264

EXHIBIT 1-2

ELDERLY AND DISABLED SERVICE

Term of Contract - From 7/1/2017 to 6/30/2018

Community: Medway, Operated by Medway Council on Aging

Service Characteristics: 4 daily morning and 3 daily evening trips during peak hours to Norfolk MBTA Station with stops from Medway Middle School and Village Street Post Office

Vehicles to Operate Service: 2012 Ford Starcraft VIN: 1FDFE4FS3CDA62898
 2013 Ford E350 VIN: 1FDEE3FLXDDA59772

Days/Week of Operation: Monday - Friday (with extended service as needed)

Estimated Trips/Month: 140

Estimated Unduplicated Riders/Month 20

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>	
Director	Wages	Rental/Lease	
Dispatcher <u>\$2,000</u>	<u>\$20,375</u>	Radio Rental/Lease	
Telephone	Fringes	Depreciation	
Supplies <u>\$375</u>		Gasoline	<u>\$4,750</u>
Other		Maintenance/Repair	<u>\$1,000</u>
(Explain)		Insurance	
SubTotal <u>\$2,375</u>	SubTotal <u>\$20,375</u>	Garaging	
		SubTotal	<u>\$5,750</u>
		TOTAL COST	<u>\$28,500</u>

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

Responsible Local Official:
NAME: Michael Boynton
POSITION: Town Administrator
ADDRESS: 155 Village Street
Medway, MA 02053
PHONE: (508) 533-3264

EXHIBIT 2

DIRECTIONS FOR COMPLETING OPERATING DATA REQUIREMENTS FOR GATRA

I. Forms to be maintained:

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

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

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

II. The Daily Passenger Log

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

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

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

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

Under "Remarks" he/she records any:

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

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

C. DISPATCHER -

1. Under "Revenue" please record:

Ambulatory	Any person able to board a vehicle without the use of a ramp or lift.
Elderly	Any person 60 years of age or older.
Group Trip	A one-way trip carrying more than one passenger leaving from the same address and arriving at the same destination.
Immediate Response	A trip called in on the same day as scheduled.
Non-ambulatory vehicle.	Any person who must use the lift or the ramp to board the vehicle.
Non-elderly	Any person under the age determined by the transit authority to be eligible to use the transit service.
Non-group Trip	Individual trips by passengers, including passengers boarding at different addresses and arriving at the same destination; and passengers boarding at the same address and arriving at different destinations.
Passenger Trip	A one-way trip taken by a passenger. A round-trip is two passenger trips.
Revenue Hours	The number of miles the vehicle is driven while carrying any number of passengers. A vehicle carrying five passengers for sixty minutes has been in service for one revenue hour.
Revenue Miles	The number of miles the vehicle is driven while carrying any number of passengers.
Subscription	A trip scheduled on a regular daily or weekly basis by an individual or group.
Passenger Mileage	The number of miles a passenger was on board. Two passengers, riding together for 5 miles are 10 passenger trip miles.
Vehicle Hours	The time that the vehicle leaves for its first trip in the morning until it returns from its last trip at night.
Vehicle Miles	The number of miles the vehicle is driven as recorded on its odometer.

REQUISITION FOR REIMBURSEMENT

Service: Medway Dial-A-Ride

Operator: Medway Council on Aging

Month: _____

Date: _____

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

MEDWAY COUNCIL ON AGING

76 Oakland Street
Medway, MA 02053

SERVICE: Fixed Route**MONTH:****DATE:**

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

EXHIBIT 4

CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

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

Liquidated Damages are as follows:

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

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

AGENDA ITEM

#8

Approval – Contract with Katherine Tonelli for Nursing Services for the Council on Aging

Associated back up materials attached:

- *Memo dated November 15, 2017 from Courtney Riley*
- *Contract with Katherine Tonelli*

Proposed Motion:

I move that the Board authorize the Chair to execute the contract with Katherine Tonelli for Nursing Services for the Council on Aging not to exceed the amount of \$7,000 for Fiscal Year 2018 subject to receipt of the Certificate of Massachusetts State Tax Compliance, the Certificate of Non-Collusion and proof of appropriate liability coverage.

Medway Council on Aging

Memorandum

11/15/17

To: Medway Board of Selectman

From: Courtney Riley

CC: Michael Boynton

I am writing to express my full support in the re-signing of the agreement for contract nurse for Katherine Tonelli. Katherine has been the nurse at the Center for over a year and is an incredible and needed asset to the seniors. Katherine also expressed her strong interest in remaining the nurse at the Center. Your support continuing this contracting is much appreciated.

Thank you!

Courtney Riley

Courtney Riley
Medway COA Director

AGREEMENT FOR CONTRACT NURSE

This contract made this 1st day of November, 2017 by and between the Town of Medway, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 155 Village Street in said Medway hereinafter referred to as the "Town" and (Name of Nurse) **Katherine Tonelli**, (Address)

Medway, MA 02053, an individual doing business as an independent consultant (hereinafter referred to as the "Nurse"). The Town hereby retains the Nurse to provide nursing services for the Medway Council on Aging upon the following terms and conditions:

NOW, THEREFORE, the Town and Nurse agree as follows:

1. **Contract Documents:** This Agreement and the Medway Council on Aging Nurse Description (Attachment A). These Contract Agreements constitute the entire Agreement between the parties concerning the services and all are as fully a part of the Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Service:** The Nurse shall furnish services related to the Program in accordance with Attachment A, as well as, all services necessary or incidental thereto.
3. **Standard Contract Term:** The Nurse shall begin services on November 1, 2017 and this contract will expire on October 31, 2018, or until funds are exhausted. This contract is subject to appropriation of funds by the Medway Town Meeting. In addition to the provisions of paragraph 11 of this Agreement, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement at the time.
4. **Payment for Work:** The Town shall make monthly payments for the services. Invoices for payment shall be submitted by the Nurse to the Town on a monthly basis. The Town shall make monthly progress payments on the basis of the progress of the work completed at a rate of thirty five dollars (\$35.00) per hour not to exceed \$7,000.00 per fiscal year. The Town shall make payment within forty five (45) days after its receipt.
5. **Limitation on Town Liability:** The Town's liability hereunder shall be limited to the amounts due the Nurse for services actually rendered.

6. **Privacy Policy:** The Nurse shall have in place Policy and Procedures to protect the confidentiality and privacy of individual or clients referred to under the Nurse's Agreement, as required by state and federal law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and its implementing regulations.
7. **Nurse's Standard of Care:** The Nurse shall perform her services and obligation hereunder in conformity with the standard of professional skill and care applicable to established Health Care Facilities in the Commonwealth of Massachusetts and all applicable state and federal laws governing such skill and care. The Nurse represents and warrants that she is familiar with and knowledgeable about Medical Services for the elderly, including, but not limited to, diabetes, heart disease and stroke.
8. **Insurance:** The Nurse shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, with minimum limits of \$1,000,000.00. The Town will require a Certificate of Insurance, indicating General Liability and Professional Liability coverage with minimum limits of \$1,000,000.00 each. The Town will require the Certificate of Insurance to include naming the Town of Medway as an additional insured.
9. **Independent Contractor:** The Nurse acknowledges and agrees that she is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Nurse. The Nurse is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan on the Town.
10. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Nurse shall assign or transfer any interest in the Agreement without the written consent of the other.
11. **Termination:**
 - a. **For Cause** – The Town shall have the right to terminate this Agreement if (i) the Nurse neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Nurse within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Nurse approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order

remains un-vacated for thirty (30) days; or (iii) immediately if the Nurse shall file voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent to acquiesce in appointment of any trustee, receiver or liquidation of any of the Nurse's property.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Nurse thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Nurse shall immediately cease to incur expenses pursuant to this Agreement unless otherwise direct in the Town's termination notice. The Nurse shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Nurse shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Nurse by the Town or developed by the Nurse in accordance with this Agreement and/or state and federal law, including the Massachusetts Public Records Law and HIPAA.

12. **Notice:** Any and all notices or communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service.

13. **Severability:** If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceable of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

14. **Indemnification.** The Nurse shall defend, indemnify and hold harmless the Town and its officers, officials, agents, and all employees from and against claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising directly or indirectly from the Agreement or the negligence or misconduct of the Nurse, or Nurse's agents. The Nurse shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Nurse shall defend, indemnify and hold harmless the Town with respect to any damages, actions, demands, liabilities, expenses, or claims


arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Nurse's liability under the Agreement or as otherwise provided by law.

15. Compliance with Laws. The Nurse agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement, including, but not limited to HIPAA.

16. Governing Law: The performance of the Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Nurse submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements, negotiations, either written or oral and it shall not be modified or amended except the written documents executed by the parties hereto.


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



Katherine Tonelli, Nurse

Approved as to Form:

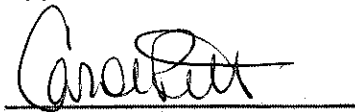
Town of Medway by its
Board of Selectmen



Town Counsel

Date: _____

Approved as to the availability of funds:



Town Accountant

0154/002 5383

Attachment A

SCOPE OF SERVICES FOR MEDWAY COUNCIL ON AGING NURSE

The Medway Council on Aging Nurse will provide up to 4 hours a week of services, for 42 weeks per year.

The Medway Council on Aging Nurse will provide nursing services as needed to the Medway Council on Aging, including weekly blood pressure checks and blood sugar checks.

The Nurse will lead Wellness Programs, including evidence based programs such as Matter of Balance and Healthy Eating Programs.

The Nurse will coordinate of lead monthly health issue lectures.

AGENDA ITEM

#9

Approval of the Advance of Funds In Lieu of Borrowing – 123 Holliston Street (\$510,000) and Parks Improvement Project (\$2,450,000)

Associated back up materials attached:

- *Advance of Funds in Lieu of Borrowing Report for 123 Holliston Street Form*
- *Advance of Funds in Lieu of Borrowing Report for Parks Improvement Project Form*

Proposed Motion:

I move that the Board vote to approve the advance of funds in lieu of borrowing in the amount of \$510,000 for the initial payment for the purchase of 123 Holliston Street.

Proposed Motion:

I move that the Board vote to approve the advance of funds in lieu of borrowing in the amount of \$2,450,000 for the Parks Improvement Project.



ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT

City/Town/District of Medway

Purpose of Issue Initial Payment for the Purchase of 123 Holliston Street

Authorization Nov. 13, 2017 FTM Article 10
 (Date and article of town meeting vote and M.G.L. citation)

Grant Number _____
 (If applicable)

A. Amount of Loan Authorized		\$ 1,310,000
Computation of Limit on Total of Advances:		
B. Unappropriated Free Cash	\$ 2,715,481	
C. Stabilization Fund	\$ 4,134,930	
D. 1% of FY18 Budg	\$ 500,500	
E. Greatest of line B, C or D	\$ 4,134,930	
F. Other Advances Outstanding	\$	
G. Remaining Limit (line E less line F)		\$ 4,134,930
H. Amount to be Advanced - This Issue (not to exceed line G)		\$ 510,000

Date of Advance 11/20/2017

Approved: _____

 Treasurer

 Mayor or City Manager
 Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**
 See IGR #92-105 for instructions and accounting procedures

Date of Repayment to General Fund: _____

 Accountant/Auditor

Please send 2nd Copy to: **Division of Local Services**
Public Finance Section
PO Box 9569
Boston MA 02114-9569

ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT



City/Town/District of Medway

Purpose of Issue Parks Improvement Project

Authorization Nov. 13, 2017 FTM Article 11
(Date and article of town meeting vote and M.G.L. citation)

Grant Number _____
(If applicable)

A. Amount of Loan Authorized		\$ 2,800,000
Computation of Limit on Total of Advances:		
B. Unappropriated Free Cash	\$ 2,715,481	
C. Stabilization Fund	\$ 4,134,930	
D. 1% of FY18 Budg	\$ 500,500	
E. Greatest of line B, C or D	\$ 4,134,930	
F. Other Advances Outstanding	\$ 510,000	
G. Remaining Limit (line E less line F)		\$ 3,634,930
H. Amount to be Advanced - This Issue <small>(not to exceed line G)</small>		\$ 2,450,000

Date of Advance 11/20/2017

Approved: _____

Treasurer

 Mayor or City Manager
 Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**
 See IGR #92-105 for instructions and accounting procedures

Date of Repayment to General Fund: _____

Accountant/Auditor

Please send 2nd Copy to: **Division of Local Services**
Public Finance Section
PO Box 9569
Boston MA 02114-9569

AGENDA ITEM

#10

**Vote – Approve Sale of Tax Title Liens
Based on the Recommendations of
the Tax Title Review Task Force**

No Associated back up materials.

Proposed Motion:

I move that the Board vote to approve the sale of the Tax Title Liens as discussed and recommended by the Tax Title Review Task Force.

AGENDA ITEM

#11

Discussion/Vote – FY2019 Budget Policy

Associated back up materials attached:

- *Budget Policy Memo Dated November 20, 2017*

Proposed Motion:

I move that the Board vote to approve the Fiscal Year 2019 Budget Policy as documented in the memo dated November 20, 2017.

Board of Selectmen

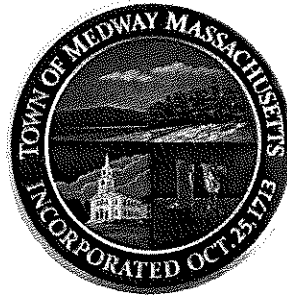
Maryjane White, Chair

Richard D'Innocenzo, Vice-Chair

Dennis P. Crowley, Clerk

Glenn D. Trindade

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

To: All Department Heads, Board & Committee Chairs

From: Board of Selectmen

Date: November 20, 2017

Re: Fiscal Year 2019 Budget Process

The time has arrived to prepare the FY'2019 budget. **Your complete budget request must be entered into MUNIS no later than 12:00PM on December 29, 2017.** Following this date, the Finance Team, led by the Town Administrator, will begin the budget balancing process and will meet with departments and/or committees as necessary in early January to review these requests. It is expected that the Board of Selectmen will meet to review the budget plan in mid-February/early March, followed by a review by the Finance Committee.

FISCAL YEAR 2019 BUDGET POLICY STATEMENT

It is the policy of the Board of Selectmen that the Fiscal Year 2019 Budget shall be developed with a goal of continuing to provide a level-service delivery approach with an eye toward service enhancements where possible. The Board seeks to continue an outstanding partnership between Municipal and School Departments, and encourages all departments to develop budgets that identify needs on a priority basis, while at the same time being very cognizant of the financial realities and limitations that exist today. Departments shall observe the guidelines contained herein in the preparation of budgets.

The Exelon expansion agreement with the Town will provide a P.I.L.O.T. payment in FY19, and the following 19 years. The use of these funds in FY19 has been discussed with the School Board and the Finance Committee and the Board of Selectmen is recommending the following changes to the FY19 Budget:

School Department Budget Increase	\$500,000.00
Police - Detective & Traffic	\$132,000.00
Firefighter-Paramedics	\$302,000.00
Solid Waste Budget - FT Salary Shift to DPS	\$295,000.00
Snow & Ice Expenses	\$50,000.00
Stormwater Management	\$100,000.00
Debt Budget - DPS Facility Debt	\$950,000.00
OPEB Trust Funding	\$200,000.00
Roads & Sidewalks Monetary Article	\$800,000.00

Additionally, the FY19 budget plan includes tax relief to the Medway taxpayers of 1.) \$500,000 from the Exelon P.I.L.O.T. payment and 2.) \$450,000 from the one-time payments received from Exelon in FY18.

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

It is the ultimate goal of the Board to deliver a FY'2019 budget plan that enhances specific services as a result of the Exelon funds and that best meets the needs of the Community for the ensuing twelve-month period.

AGENDA ITEM

#12

Five Year Revenue and Expense Forecast

Associated back up materials attached:

- *FY19-FY23 Budget Projections Spreadsheets dated November 15, 2017*

Town of Medway - General Fund						
Finance Team Budget Projections						
FY19 - FY23						
	FY18 Town Mtg	FY19	FY20	FY21	FY22	FY23
Revenues	Budgeted Revenue	Projected Revenue	Projected Revenues	Projected Revenues	Projected Revenues	Projected Revenues
Property Tax Levy	\$ 35,128,678	\$ 39,000,996	\$ 40,325,203	\$ 41,489,353	\$ 42,581,620	\$ 43,833,543
State Aid	\$ 12,217,854	\$ 12,340,033	\$ 12,463,433	\$ 12,588,067	\$ 12,713,948	\$ 12,841,087
Local Receipts	\$ 2,669,100	\$ 2,669,100	\$ 2,669,100	\$ 2,669,100	\$ 2,669,100	\$ 2,669,100
Stabilization Funds	\$ 34,396	\$ 459,655	\$ 392,000	\$ 341,000	\$ 288,000	\$ 113,000
Subtotal	\$ 50,050,028	\$ 54,469,783	\$ 55,849,736	\$ 57,087,520	\$ 58,252,668	\$ 59,456,730
Expenses	FY18 Budgeted Expenditures	FY19 Projected Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures	FY23 Projected Expenditures
EDUCATION - 300						
Salaries	\$ 20,115,834	\$ 21,058,332	\$ 21,479,499	\$ 21,909,089	\$ 22,347,271	\$ 22,794,216
Expenses	\$ 5,750,166	\$ 5,807,668	\$ 5,865,744	\$ 5,924,402	\$ 5,983,646	\$ 6,043,482
Total	\$ 25,866,000	\$ 26,866,000	\$ 27,345,243	\$ 27,833,491	\$ 28,330,917	\$ 28,837,698
Tri-County VocTech	\$ 753,556	\$ 787,466	\$ 822,902	\$ 859,933	\$ 898,630	\$ 939,068
Norfolk County Agricultural	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
EDUCATION TOTAL	\$ 26,644,556	\$ 27,678,466	\$ 28,193,145	\$ 28,718,423	\$ 29,254,546	\$ 29,801,766
SELECTMEN - 122						
Salaries	\$ 347,331	\$ 347,331	\$ 361,363	\$ 368,590	\$ 375,962	\$ 383,481
Expenses	\$ 30,200	\$ 30,502	\$ 30,807	\$ 31,115	\$ 31,426	\$ 31,741
Total	\$ 377,531	\$ 377,833	\$ 392,170	\$ 399,706	\$ 407,388	\$ 415,222
HUMAN RESOURCES - 125						
Salaries	\$ 76,500	\$ 76,500	\$ 79,591	\$ 81,182	\$ 82,806	\$ 84,462
Expenses	\$ 52,650	\$ 53,177	\$ 53,708	\$ 54,245	\$ 54,788	\$ 55,336
Total	\$ 129,150	\$ 129,677	\$ 133,299	\$ 135,428	\$ 137,594	\$ 139,798
COMMUNICATIONS - 129						
Salaries	\$ 61,381	\$ 61,381	\$ 63,861	\$ 65,138	\$ 66,441	\$ 67,770
Expenses	\$ 14,520	\$ 14,665	\$ 14,812	\$ 14,960	\$ 15,110	\$ 15,261
Total	\$ 75,901	\$ 76,046	\$ 78,673	\$ 80,098	\$ 81,550	\$ 83,030
FINANCE COMMITTEE - 132						
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 1,750	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Reserve Fund - 131	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Total	\$ 101,750	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000
TOWN ACCOUNTANT - 135						
Salaries	\$ 207,315	\$ 207,315	\$ 215,691	\$ 220,004	\$ 224,404	\$ 228,893
Expenses	\$ 52,559	\$ 53,085	\$ 53,615	\$ 54,152	\$ 54,693	\$ 55,240
Total	\$ 259,874	\$ 260,400	\$ 269,306	\$ 274,156	\$ 279,098	\$ 284,133
ASSESSORS - 141						
Salaries	\$ 214,503	\$ 214,503	\$ 223,169	\$ 227,632	\$ 232,185	\$ 236,829
Expenses	\$ 25,338	\$ 27,872	\$ 28,151	\$ 28,432	\$ 28,716	\$ 29,004
Total	\$ 239,841	\$ 242,375	\$ 251,319	\$ 256,064	\$ 260,901	\$ 265,832

Town of Medway - General Fund							
Finance Team Budget Projections							
FY19 - FY23							
Expenses	FY18 Budgeted Expenditures	FY19 Projected Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures	FY23 Projected Expenditures	
TREASURER/COLLECTOR - 145							
Salaries	\$ 223,573	\$ 230,499	\$ 235,250	\$ 239,955	\$ 244,754	\$ 249,649	
Expenses	\$ 57,700	\$ 58,277	\$ 58,860	\$ 59,448	\$ 60,043	\$ 60,643	
Total	\$ 281,273	\$ 288,776	\$ 294,110	\$ 299,404	\$ 304,797	\$ 310,293	
LEGAL - 151							
Expenses	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	
Total	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	
MIS/TECHNOLOGY - 155							
Salaries	\$ 215,696	\$ 215,696	\$ 224,410	\$ 228,898	\$ 233,476	\$ 238,146	
Expenses	\$ 284,225	\$ 287,067	\$ 289,938	\$ 292,837	\$ 295,766	\$ 298,723	
Total	\$ 499,921	\$ 502,763	\$ 514,348	\$ 521,736	\$ 529,242	\$ 536,869	
TOWN CLERK - 161							
Salary Elected Official	\$ 82,349	\$ 82,349	\$ 85,676	\$ 87,389	\$ 89,137	\$ 90,920	
Salaries Other	\$ 48,390	\$ 48,390	\$ 50,345	\$ 51,352	\$ 52,379	\$ 53,426	
Expenses	\$ 3,017	\$ 3,047	\$ 3,078	\$ 3,108	\$ 3,140	\$ 3,171	
Total	\$ 133,756	\$ 133,786	\$ 139,098	\$ 141,850	\$ 144,656	\$ 147,517	
ELECTIONS - 162							
Salaries	\$ 3,906	\$ 3,906	\$ 4,064	\$ 4,145	\$ 4,228	\$ 4,313	
Expenses	\$ 4,700	\$ 4,747	\$ 4,747	\$ 4,794	\$ 4,842	\$ 4,891	
Total	\$ 8,606	\$ 8,653	\$ 8,811	\$ 8,940	\$ 9,070	\$ 9,203	
REGISTRAR - 163							
Salaries	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	
Expenses	\$ 4,255	\$ 4,298	\$ 4,341	\$ 4,384	\$ 4,428	\$ 4,472	
Total	\$ 4,705	\$ 4,748	\$ 4,791	\$ 4,834	\$ 4,878	\$ 4,922	
CONSERVATION - 171							
Salaries	\$ 77,251	\$ 77,251	\$ 80,372	\$ 81,979	\$ 83,619	\$ 85,291	
Expenses	\$ 2,924	\$ 2,953	\$ 2,983	\$ 3,013	\$ 3,043	\$ 3,073	
Total	\$ 80,175	\$ 80,204	\$ 83,355	\$ 84,992	\$ 86,662	\$ 88,364	
PLANNING BOARD - 175							
Salaries	\$ 73,816	\$ 73,816	\$ 76,798	\$ 78,334	\$ 79,901	\$ 81,499	
Expenses	\$ 8,050	\$ 8,131	\$ 8,212	\$ 8,294	\$ 8,377	\$ 8,461	
Total	\$ 81,866	\$ 81,947	\$ 85,010	\$ 86,628	\$ 88,278	\$ 89,959	
ZONING BOARD OF APPEALS - 176							
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Expenses	\$ 900	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	
Total	\$ 900	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	
ENERGY COMMITTEE - 178							
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Expenses	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	
Total	\$ 400	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	
ENERGY MANAGEMENT - 177							
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Expenses	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	

Town of Medway - General Fund						
Finance Team Budget Projections						
FY19 - FY23						
	215696	230499	235250.2704	239955.2758	244754.3813	238145.8129
Expenses	284225	287067.25	289937.9225	292837.3017	295765.6747	298723.3315
FACILITY PRJS & IMPROV - 193						
<i>Salaries</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Expenses</i>	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
ECONOMIC DEVELOPMENT - 182						
<i>Salaries</i>	\$ 143,238	\$ 143,238	\$ 149,025	\$ 152,005	\$ 155,045	\$ 158,146
<i>Expenses</i>	\$ 3,050	\$ 3,081	\$ 3,111	\$ 3,142	\$ 3,174	\$ 3,206
Total	\$ 146,288	\$ 146,319	\$ 152,136	\$ 155,148	\$ 158,219	\$ 161,352
ANNUAL TOWN REPORT - 195						
<i>Expenses</i>	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
Total	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850
GENERAL GOVERNMENT TOTALS	\$ 2,597,787	\$ 2,528,379	\$ 2,598,653	\$ 2,639,784	\$ 2,681,683	\$ 2,724,365

Town of Medway - General Fund						
Finance Team Budget Projections						
FY19 - FY23						
	FY18	FY19	FY20	FY21	FY22	FY23
Expenses	Budgeted Expenditures	Budgeted Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures
DEBT SERVICE - 700						
Long Term Principal & Interest	\$ 2,930,681	\$ 3,889,411	\$ 3,734,015	\$ 3,646,582	\$ 3,480,245	\$ 3,240,692
Short Term Interest	\$ 50,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 2,980,681	\$ 3,989,411	\$ 3,784,015	\$ 3,696,582	\$ 3,530,245	\$ 3,290,692
UNCLASSIFIED						
Property/Liability Insurance - 194	\$ 268,589	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000
Medicare - 910	\$ 424,495	\$ 426,047	\$ 432,073	\$ 440,702	\$ 449,504	\$ 458,481
Life Insurance - 910	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Retirement - 911	\$ 2,308,383	\$ 2,539,221	\$ 2,793,143	\$ 3,072,458	\$ 3,379,704	\$ 3,717,674
Workers Comp - 912	\$ 159,929	\$ 159,929	\$ 159,929	\$ 159,929	\$ 159,929	\$ 159,929
Unemployment Insurance - 913	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
Health Insurance - 914	\$ 5,181,143	\$ 5,699,257	\$ 5,984,220	\$ 6,283,431	\$ 6,597,603	\$ 6,927,483
Salary Reserve	\$ -	\$ 240,000	\$ -	\$ -	\$ -	\$ -
Total	\$ 8,429,539	\$ 9,491,455	\$ 9,796,366	\$ 10,383,520	\$ 11,013,739	\$ 11,690,567
TOWN WIDE GENERAL GOVERNMENT TOTAL	\$ 11,410,220	\$ 13,480,866	\$ 13,580,381	\$ 14,080,102	\$ 14,543,984	\$ 14,981,259

Town of Medway - General Fund						
Finance Team Budget Projections						
FY19 - FY23						
Expenses	FY18 Budgeted Expenditures	FY19 Budgeted Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures	FY23 Projected Expenditures
DEPT OF PUBLIC SERVICES						
DPS Salaries - 422	\$ 662,658	\$ 957,658	\$ 982,829	\$ 1,002,486	\$ 1,022,535	\$ 1,042,986
DPS Expenses - 422	\$ 347,150	\$ 350,622	\$ 354,128	\$ 357,669	\$ 361,246	\$ 364,858
Street Lighting Expenses - 424	\$ 324,500	\$ 327,745	\$ 331,022	\$ 334,333	\$ 337,676	\$ 341,053
Road Repair Expenses - 421	\$ 136,500	\$ 137,865	\$ 139,244	\$ 140,636	\$ 142,042	\$ 143,463
Building Maintenance Salaries - 192	\$ 92,481	\$ 92,481	\$ 96,217	\$ 98,142	\$ 100,104	\$ 102,106
Building Maintenance Expenses - 192	\$ 149,000	\$ 150,490	\$ 151,995	\$ 153,515	\$ 155,050	\$ 156,600
Traffic Signals Expenses - 293	\$ 2,000	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700
Tree/Moth Agent Salary - 294	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Tree/Moth Agent Expense - 294	\$ -	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ 51,000
Total	\$ 1,715,789	\$ 2,071,061	\$ 2,109,635	\$ 2,140,980	\$ 2,121,854	\$ 2,154,267
SNOW AND ICE REMOVAL - 423						
Salaries	\$ 41,500	\$ 41,500	\$ 41,500	\$ 41,500	\$ 41,500	\$ 41,500
Expenses	\$ 384,377	\$ 434,377	\$ 434,377	\$ 459,377	\$ 484,377	\$ 509,377
Total	\$ 425,877	\$ 475,877	\$ 475,877	\$ 500,877	\$ 525,877	\$ 550,877
STORMWATER MGMT - 425						
Expenses	\$ 175,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000
Total	\$ 175,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000
CEMETERY COMMISSION - 491						
Expenses	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Total	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
PUBLIC WORKS TOTAL	\$ 2,316,766	\$ 2,822,038	\$ 2,860,612	\$ 2,916,957	\$ 2,922,831	\$ 2,980,244
FIRE - 220						
Salaries	\$ 1,046,054	\$ 1,348,054	\$ 1,381,176	\$ 1,408,799	\$ 1,436,975	\$ 1,465,715
Expenses	\$ 128,570	\$ 129,856	\$ 131,154	\$ 132,466	\$ 133,790	\$ 135,128
Total	\$ 1,174,624	\$ 1,477,910	\$ 1,512,330	\$ 1,541,265	\$ 1,570,766	\$ 1,600,843
POLICE - 210						
Salaries	\$ 2,375,322	\$ 2,507,322	\$ 2,560,161	\$ 2,611,364	\$ 2,663,592	\$ 2,716,864
Expenses	\$ 259,531	\$ 262,126	\$ 264,748	\$ 267,395	\$ 270,069	\$ 272,770
Total	\$ 2,634,853	\$ 2,769,448	\$ 2,824,909	\$ 2,878,760	\$ 2,933,661	\$ 2,989,633
POLICE/FIRE COMMUNICATIONS - 215						
Salaries	\$ 248,916	\$ 248,916	\$ 258,972	\$ 264,152	\$ 269,435	\$ 274,823
Expenses	\$ 15,800	\$ 15,958	\$ 16,118	\$ 16,279	\$ 16,442	\$ 16,606
Total	\$ 264,716	\$ 264,874	\$ 275,090	\$ 280,430	\$ 285,876	\$ 291,429
ANIMAL CONTROL - 292						
Expenses	\$ 48,753	\$ 48,753	\$ 48,753	\$ 48,753	\$ 48,753	\$ 48,753
Total	\$ 48,753	\$ 48,753	\$ 48,753	\$ 48,753	\$ 48,753	\$ 48,753
BUILDING INSPECTOR - 241						
Salaries	\$ 236,232	\$ 236,232	\$ 245,776	\$ 250,691	\$ 255,705	\$ 260,819
Expenses	\$ 6,854	\$ 6,923	\$ 6,992	\$ 7,062	\$ 7,132	\$ 7,204
Total	\$ 243,086	\$ 243,155	\$ 252,768	\$ 257,753	\$ 262,837	\$ 268,023
PUBLIC SAFETY TOTAL	\$ 4,366,032	\$ 4,804,140	\$ 4,913,849	\$ 5,006,961	\$ 5,101,893	\$ 5,198,682

Town of Medway - General Fund						
Finance Team Budget Projections						
FY19 - FY23						
Expenses	FY18 Budgeted Expenditures	FY19 Budgeted Expenditures	FY20 Projected Expenditures	FY21 Projected Expenditures	FY22 Projected Expenditures	FY23 Projected Expenditures
BOARD OF HEALTH - 510						
Salaries	\$ 101,261	\$ 101,261	\$ 105,352	\$ 107,459	\$ 109,608	\$ 111,800
Expenses	\$ 25,325	\$ 25,578	\$ 25,834	\$ 26,092	\$ 26,353	\$ 26,617
Total	\$ 126,586	\$ 126,839	\$ 131,186	\$ 133,551	\$ 135,961	\$ 138,417
COUNCIL ON AGING - 541						
Salaries	\$ 125,842	\$ 125,842	\$ 130,926	\$ 133,545	\$ 136,215	\$ 138,940
Expenses	\$ 54,318	\$ 54,861	\$ 55,410	\$ 55,964	\$ 56,524	\$ 57,089
Total	\$ 180,160	\$ 180,703	\$ 186,336	\$ 189,508	\$ 192,739	\$ 196,029
VETERANS SERVICES - 543						
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 172,380	\$ 174,880	\$ 177,380	\$ 179,880	\$ 182,380	\$ 184,880
Total	\$ 172,380	\$ 174,880	\$ 177,380	\$ 179,880	\$ 182,380	\$ 184,880
HEALTH & HUMAN SERVICES TOTAL	\$ 479,126	\$ 482,422	\$ 494,902	\$ 502,940	\$ 511,080	\$ 519,326
PARKS DEPT - 650						
Salaries	\$ 268,981	\$ 268,981	\$ 279,848	\$ 285,445	\$ 291,154	\$ 296,977
Expenses	\$ 119,950	\$ 121,150	\$ 122,361	\$ 123,585	\$ 124,820	\$ 126,069
Total	\$ 388,931	\$ 390,131	\$ 402,209	\$ 409,029	\$ 415,974	\$ 423,045
LIBRARY - 610						
Salaries	\$ 242,917	\$ 242,917	\$ 252,731	\$ 257,785	\$ 262,941	\$ 268,200
Expenses	\$ 129,989	\$ 131,289	\$ 132,602	\$ 133,928	\$ 135,267	\$ 136,620
Total	\$ 372,906	\$ 374,206	\$ 385,333	\$ 391,713	\$ 398,208	\$ 404,820
SUNSHINE GROUP - 654						
Salaries	\$ 50,000	\$ 50,000	\$ 52,020	\$ 53,060	\$ 54,122	\$ 55,204
Expenses	\$ 23,000	\$ 30,230	\$ 30,532	\$ 30,838	\$ 31,146	\$ 31,457
Total	\$ 73,000	\$ 80,230	\$ 82,552	\$ 83,898	\$ 85,268	\$ 86,661
DISABILITY COMMISSION - 545						
Expenses	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Total	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
MEMORIAL COMMISSION - 670						
Expenses	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Total	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
HISTORICAL COMMISSION - 691						
Expenses	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
CULTURE AND RECREATION TOTAL	\$ 840,037	\$ 849,566	\$ 875,094	\$ 889,641	\$ 904,450	\$ 919,527
Total Town Meeting Appropriation:	\$ 48,654,524	\$ 52,645,877	\$ 53,516,636	\$ 54,754,808	\$ 55,920,467	\$ 57,125,168

Town of Medway - General Fund						
Finance Team Budget Projections						
FY19 - FY23						
	FY18	FY19	FY20	FY21	FY22	FY23
Expenditures Not requiring Appropriation	Budgeted Expenditures	Budgeted Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures	Projected Expenditures
Tax Title	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Cherry Sheet Offsets	\$ 467,759	\$ 487,441	\$ 492,316	\$ 497,239	\$ 502,211	\$ 507,233
Cherry Sheet Charges	\$ 691,827	\$ 666,926	\$ 673,595	\$ 680,331	\$ 687,135	\$ 694,006
Overlay	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Enterprise IDC Offset	\$ (683,582)	\$ (590,502)	\$ (602,311)	\$ (614,358)	\$ (626,645)	\$ (639,178)
Total	\$ 986,004	\$ 1,073,866	\$ 1,073,600	\$ 1,073,212	\$ 1,072,701	\$ 1,072,061
Total Operating Budget	\$ 49,640,528	\$ 53,719,743	\$ 54,590,236	\$ 55,828,020	\$ 56,993,168	\$ 58,197,230
MONETARY ARTICLES						
Ambulance Subsidy	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Medway Family Day	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500
Roads & Sidewalks	\$ -	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000
Transfer to OPEB Trust	\$ 100,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Health Care Reimbursement	\$ 150,000					
Total Monetary Articles	\$ 409,500	\$ 1,259,500	\$ 1,259,500	\$ 1,259,500	\$ 1,259,500	\$ 1,259,500
Total Appropriated and Non Appropriated Budget	\$ 50,050,028	\$ 54,979,243	\$ 55,849,736	\$ 57,087,520	\$ 58,252,668	\$ 59,456,730
Revenues (from Above)	\$ 50,050,028	\$ 54,469,783	\$ 55,849,736	\$ 57,087,520	\$ 58,252,668	\$ 59,456,730
General Fund Surplus/(Deficit)	\$ -	\$ (509,459)	\$ (0)	\$ 0	\$ (0)	\$ 0

**TOWN OF MEDWAY - FINANCE TEAM BUDGET PROJECTIONS FY19 - FY23
REVENUE ASSUMPTIONS**

1. Property Tax	Actual Recap FY2017	Estimated FY18 RECAP	FY2019	FY2020	FY2021	FY2022	FY2023
Base	31,323,049	32,590,819	34,087,272	35,189,454	36,319,190	37,477,170	38,664,099
2.5% levy increase	783,076	814,770	852,182	879,736	907,980	936,929	966,602
Debt Exclusion	1,845,132	1,802,584	1,755,456	1,706,643	1,656,491	1,602,536	1,427,764
Est. New Growth	484,694	681,683	250,000	250,000	250,000	250,000	250,000
Exelon Pilot			3,830,400	3,811,248	3,792,192	3,773,230	3,754,365
Unused Capacity	(618,582)	(735,567)	(1,774,314)	(1,511,878)	(1,436,500)	(1,458,245)	(1,229,288)
Total	33,817,370	35,154,289	39,000,996	40,325,203	41,489,353	42,581,620	43,833,543
2. State Aid	12,024,588	12,217,854	12,340,033 *	12,463,433	12,588,067	12,713,948	12,841,087
3. Local Receipts	2,435,100	2,669,100	2,669,100	2,669,100	2,669,100	2,669,100	2,669,100
4. Stabilization Transfers	38,546	34,396	459,655	392,000	341,000	288,000	113,000
4. MSBA St Aid	-	-	-	-	-	-	-
TOTAL	48,315,604	50,075,639	54,469,783	55,849,736	57,087,520	58,252,668	59,456,730

**State Aid is estimated with a 1% increase*

TOWN OF MEDWAY - FINANCE TEAM BUDGET PROJECTIONS FY17 - FY23
EXPENDITURE ASSUMPTIONS

Forecasted Expenses are LEVEL
except for line items noted below:

		New FY19 Increases
School Budget	FY19 incr of \$1M, FY20-23: Salaries 2% per year, Expenses 1% per year	\$1,000,000.00
Tri-County	4.5% per year (5 year average)	
Debt Service	Estimated Actuals	
Town base salaries	Level pending the negotiation of Union contracts, except where noted below	
Expenses	1% per year	
Salary Reserve	Reserve for FY19 negotiated town union salary increases	
Police Salaries	FY19 = FY18 base plus \$132,000; FY20-23, 2% per year	\$132,000.00
Fire Salaries	FY19 = FY18 base plus \$302,000; FY20-23, 2% per year	\$302,000.00
DPS Salaries	FY19 = FY18 base plus \$295k for Solid Waste; FY20-23, 2% per year	\$295,000.00
Energy Management	Budgeted for FY18 only	
Property/Liability Insurance	Increased to \$340,000 per year	
Medicare	Based on estimated salaries	
Retirement	FY19 - 23 = 10% per year	
Health Insurance	FY19 increase of 10%; FY20-23, 5% per year	
State Assessments & Off-sets	1% increase per year	
IDC Reimbursement	2% increase per year, less the impact of the Solid Waste transfer	
Snow & Ice Removal	FY19 increase of \$50,000	\$50,000.00
Storm water Management	FY19 Increase of \$100,000	\$100,000.00
Veterans Services	Benefits increase of \$2,500 per year	
OPEB Trust Contribution	FY19 increase of \$200,000	\$200,000.00
Roads & Sidewalks	FY19 Monetary Article of \$800,000	\$800,000.00
		\$2,879,000.00

AGENDA ITEM

#13

Discussion/Vote – 2018 Annual Town Meeting

No Associated back up materials.

NOTE: Per the Charter, the Annual Town Meeting is the second Monday in May and the Annual Election is the third Tuesday. In 2018, these dates are May 14 and 15 respectively.

Proposed Motion:

I move that the Board vote to change the date of the 2018 Annual Town Meeting to May ____, 2018.

AGENDA ITEM

#14

Approval of One-Day Liquor License Application

- Leanne Harris (Republican Town Committee) – Thayer Homestead – 12/7/2017

Associated back up materials attached.

- *Police Chief's recommendation for Leanne Harris (Republican Town Committee)*

NOTE: One-day liquor license applications are on file in the Town Administrator's Office.

Proposed motion:

I move that the Board approve the one-day liquor license for Leanne Harris/The Republican Town Committee for the event to be held at the Thayer Homestead on December 7, 2017 subject to Police Chief's recommendations and proof of appropriate insurance coverage.



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 9, 2017

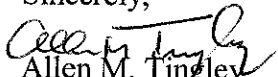
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Holiday Get Together Republican Town Committee

I have reviewed the request from Leanne Harris from the Republican Town Committee, for a one day liquor license for a Holiday Get Together Party, to be held at the Thayer House, 2B Oak Street, on December 7, 2017. I approve of the issuance of this one day liquor license with the stipulation that there will be no on-street parking on Oak Street and Mechanic Street during the event. A responsible adult with knowledge of Mass liquor laws will be checking ID's of anyone who brings alcohol beverages into the building for this event.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA ITEM

#15

Action Items from Previous Meeting

Associated back up materials attached.

- *Action Item list dated 10/3/17*

	DATE	ACTION ITEMS BOS	WHO	DUE - 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 renewal (Comcast)	TA/CAC	Dec 2017
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
5	4/4/2016	Recreational Facility Improvements	BOS/CPC/EPFRAC	2017 Fall Town Mtg
6	12/5/2016	Urban Renewal Plan submission to State	Relevel. Authority	
7	5/1/2017	Ch. 90 funds expenditure policy (roads & sidewalks)	TA/BOS	Oct 2017 BOS Mtg
8	5/30/2017	OPEB trust management; create trust fund commission	Finance Director	
		IWRMP Task		
9		Force Mtg Unaccounted for water loss status report	DPS	Oct 2017 BOS Mtg
10	7/17/2017	Centralized v Individual Well Water Treatment Options	DPS	Oct 2017 BOS Mtg
11	8/21/2017	Tax title - identify parcels for auction	Task Force	Oct 2017 BOS Mtg

AGENDA ITEM

#16

Town Administrator's Report

No associated back up materials.

AGENDA

ITEM #17

Selectmen's Reports

No Associated back up materials.

