

## **Board of Selectmen**

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



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

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

**April 18, 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 – 155 A Village Street – Nuisance or Dangerous Structure
2. Discussion/Presentation - ClearGov
3. Approval – Entertainment License Request– T.C. Scoops – 104 Main Street
4. Discussion – 2017 Road Work Repair Plan
5. Discussion/Vote – Exelon HCA & PILOT Agreements
6. Discussion/Vote – May 8<sup>th</sup> Annual Town Meeting Warrant – Articles 23 & 24
7. Approval - Special Event Permits
  - a. Christina Genco Mother's Day Memorial Ride – May 14, 2017
  - b. Rooney's Trail Run 5K – June 3, 2017
  - c. Annual CF Cycle for Life Ride – October 7, 2017
8. Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead
  - a. Wendy Kraus- April 30, 2017
  - b. Theresa McEachern – May 6, 2017
  - c. Jessica Friswell – May 7, 2017
  - d. Jonathan Dick – May 13, 2017
9. Action Items from Previous Meeting
10. Approval of Minutes
11. Town Administrator's Report
12. Selectmen's Reports
13. Executive Session- Exemption 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares, (Review/Approve Fire Department Contract Amendment).

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

Upcoming Meetings, Agenda and Reminders

May 1, 2017 ---- Regular Meeting

May 8, 2017 --- Annual Town Meeting

May 15, 2017 ---- Regular Meeting

# AGENDA

## ITEM #1

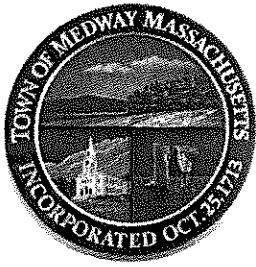
### Public Hearing – 155A Village Street – Nuisance or Dangerous Structure

#### Associated backup materials attached:

- Memo from Allison Potter, Assistant Town Administrator
- Notice of Hearing Letter
- Survey Team Correspondence
- Building Commissioner Correspondence

#### Proposed Motions:

1. I move that the Board open the hearing on the declaration of a nuisance or dangerous structure at 155A Village Street.
2. I move that the Board close the hearing.
3. I move that the Board declare the building located at 155A Village Street a dangerous structure and order the building be razed as soon as possible.



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

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

Town Administrator  
*Michael E. Boynton*

**To: Board of Selectmen**

**From: Allison Potter, Asst. Town Administrator**

**Date: April 13, 2017**

**Re: 155A Village Street – Request for Nuisance Declaration**

**Attachments: Notice of Hearing Letter; Survey Team Correspondence; Building Commissioner Correspondence**

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As you are aware, Fall Town Meeting approved a request for funds to raze the structure known as 155A Village Street. While the Town does not own the property, the owners are unknown and, thus, unavailable to address the structure, which has been declared dangerous and unsafe by the Building Commissioner and subsequently by a survey team. As you will note in their attached correspondence, the structure should be razed as soon as possible.

At this time, the Board's action is required in order to have the opportunity to address the unsafe condition of this building. This additional step is necessary due to the fact the owners' whereabouts are unknown. Mass. General Laws Chapter 139 grants the authority to the Board of Selectmen to declare this structure a nuisance or dangerous and order it removed. Should the Board do so, the Town can then fulfill the notification requirements and commence with the demolition of the structure.



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

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

Town Administrator  
*Michael E. Boynton*

Posted to structure - 3.28.17  
Emailed Certified

March 28, 2017

Orient J. Cenedella, et al.  
Trustees of the St. Joseph's Men's Club Building Association  
155A Village Street  
Medway, MA 02053

*VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED*

**RE: Notice of Public Hearing – Condition of Structure Owned by St. Joseph's Men's Club, 155A Village St, Parcel ID 60-122**

Dear Mr. Cenedella:

In accordance with Massachusetts General Law Chapter 139, Sections 1-3A, the Board of Selectmen of the Town of Medway will hold a public hearing **on Tuesday, April 18, 2017, at 7:00 pm in Sanford Hall, Town Hall, 155 Village Street, Medway, Massachusetts**, to determine whether the building located at 155A Village Street Medway, Massachusetts, is a nuisance to the neighborhood or dangerous and whether on order prescribing its disposition, alteration or regulation should issue, which order may include an order that the building be demolished. This notice is based on conditions cited in the survey report attached hereto.

You are invited to attend this hearing and at that time you may produce any documentation and/or witnesses which show that said building is not a nuisance to the neighborhood or dangerous and should not be demolished. You may be represented by counsel at your own expense. You may make an appointment to examine the public records in the Town's file on this matter during regular business hours.

Sincerely,

Michael Boynton  
Town Administrator



44 MILFORD STREET  
MEDWAY, MA 02053

# TOWN OF MEDWAY

FIRE DEPARTMENT

JEFFREY P. LYNCH  
FIRE CHIEF



TEL: (508) 533-3211  
FAX: (508) 533-3254

Commissioner Jack Mee  
Building Commissioner  
155 Village Street  
Medway, MA 02053

Commissioner Mee,

February 9, 2017

This letter is to inform you of the findings of the survey team who inspected the building located behind Medway Fire Station 2 at 161 Village Street, Medway, MA. The team consisted of surveyor Dan O'Driscoll, disinterested party Steve Burke, and myself. We inspected the building, known as the St. Josephs Men's Club on Thursday, January 19<sup>th</sup>, 2017. Our inspection noted that the roof had large holes in it open to the outside and appeared as though years of rain and snow had entered the building causing the ceiling to collapse and the floors to be water soaked causing rot. Additionally, we noted the frame of the structure was rotted in several areas including the northwest corner. In this area the corner post and sill of the building were completely missing at the ground level. There were large open areas in the siding allowing wildlife to enter the building. There are also several windows that are not secured.

It is the opinion of the survey team that this building creates a danger to the public and should be razed as soon as possible.

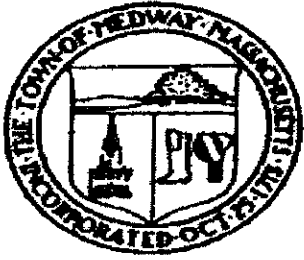
If you have any questions please feel free to contact any of the members of the survey team.

Sincerely,

Fire Chief Jeffrey P. Lynch

Surveyor Dan O'Driscoll

Steve Burke



*Jack Mee C.B.O.  
Building Commissioner  
Town of Medway  
155 Village Street  
Medway, MA.02053  
Phone: 508-533-3253  
jmee@townofmedway.org*

March 6, 2017

Michael Boynton  
Town Administrator  
Medway, MA 02053

**RE: St. Joseph's Men's Club 155A Village Street**

Dear Michael,

We have completed our legal requirements of trying to find the owners of the St. Joseph's Men's Club building. Through Massachusetts General Laws I have;

- Posted the building as an Unsafe Structure.
- Sent certified letters to each of the five trustees which were each returned as Unable to forward.
- Convened a Survey team consisting of the Fire Chief, a surveyor (Dan O'Driscoll) and one disinterested person (Steve Burke) who reviewed the structure and found that this building creates a danger to the public and should be razed as soon as possible.
- Posted a legal notice in the Milford Daily News 3 consecutive days.

As such it is my opinion that the town has fulfilled its legal obligation and should move forward with having this building demolished.

Regards,

Jack Mee  
Attachments

# **AGENDA**

## **ITEM #2**

**Discussion/Presentation - ClearGov**

**No associated backup materials.**



# AGENDA

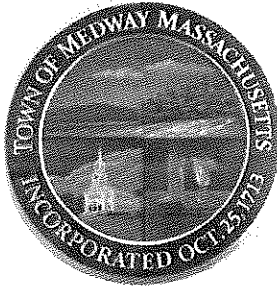
## ITEM #3

### Approval – Entertainment License Request – T.C. Scoops

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

- Application for Annual Entertainment License

**Proposed Motion:** I move that the Board approve an annual entertainment license for T.C. Scoops subject to approval from the Fire Department.



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

**TOWN OF MEDWAY**  
COMMONWEALTH OF MASSACHUSETTS

**APPLICATION FOR EXHIBITION, SHOW OR AMUSEMENT LICENSE**

*LIVE ENTERTAINMENT*

Yearly License  Seasonal  One-day  4/11/17  
Please submit at least 2 weeks prior to event Date of Application

Name of Applicant/Organization T. C. Scoops

Address of Applicant 104 Main Street Medway MA 02053

Social Security #: \_\_\_\_\_ or Federal ID #: \_\_\_\_\_

Telephone 508 533-8808 FAX \_\_\_\_\_ E-Mail tcscoopsicecream@gmail.com

Location of Event Function Room, with doors open to main Seating area  
(1. Floor Plan/Site Plan and 2. Written permission of property owner must be submitted with application)

Describe entertainment to be conducted Acoustic music, open mic events,  
Karaoke,

Date of event(s) ongoing Hours of event(s) store hours

Approximate number of people expected 50  
(Over 500 people - Applicant must submit parking plan)

- Food Permits - Contact Board of Health for requirements 508- 533-3206
- Fire Details-Permits - Contact Fire Department for required permits 508-533-3213
- Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253
- Police Details - Contact Police Department - Safety Officer - 508-533-3212

**Workers' Compensation Affidavit & Information Page from the Workers' Comp. Policy must be submitted before license is issued.**

The event(s) shall be conducted in accordance with the provisions of the MGL Chapter 140, Section 181 or 183A and all amendments thereof and the terms and conditions imposed by the Board of Selectmen.

*[Handwritten Signature]*  
Signature of Applicant

# **AGENDA**

## **ITEM #4**

### **Discussion – 2017 Road Work Repair Plan**

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

- Memo from Dave Damico, DPS Director
- 2017 Road Work Repair Plan



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

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*Entrusted To  
Manage The  
Public  
Infrastructure*

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**DAVID D'AMICO**  
DIRECTOR

**BARRY SMITH**  
DEPUTY DIRECTOR

Date: March 29, 2017

To: Medway Board of Selectmen

Subject: 2017 Roadway Improvement Projects

Attached is a proposed list of work for the 2017 pavement season. Although complete funding information is not yet available, we estimate it at about \$1.2 million this year. Total scheduled or committed work for this year include the three chipseal projects on Crestview Ave, Gable Way, and Kings Lane and other projects listed as "In-Process." These total \$317,000.

The remaining projects listed are in priority order as determined by use and condition by DPS. Please review and we can discuss at an upcoming BOS meeting to finalize planned 2017 work.

Respectfully submitted,

DPS Director

## ROADWAY PAVING PROJECTS

### 2017 Season Roadway Funds

	<u>Article Funds</u>	<u>Grant/Ch. 90 Funds</u>	<u>TOTAL</u>	<u>NOTES</u>	<u>Actual Costs</u>	<u>Variance</u>
Carryover	\$ 104,000	\$ 253,833		<i>Carry Forward from Prior Years</i>		
Chapter 90 Spring, 2017 Anticipated Articles FY'17:	\$ 350,000	\$ 401,000				
Brentwood Lee Lane Drainage	\$ 122,815			<i>Originally expected grant at \$285,739</i>		
<b>Total Available Funds:</b>	<b>\$ 576,815</b>	<b>\$ 654,833</b>	<b>\$ 1,231,648</b>		<b>\$ 47,137</b>	<b>\$ (201,863)</b>

### Projects Completed/In Process (PAID)

Sanford Street-Mill & Overlay	\$ 50,000			<i>In progress</i>	\$ -	\$ (50,000)
Hill Street Drainage Installation	\$ 5,000			<i>Work done in-house in progress</i>	\$ -	\$ (5,000)
Equipment Lease		\$ 29,000				\$ (29,000)
RT 109 Construction Management		\$ 150,000		<i>Multi-Year In progress</i>	\$ 47,137	\$ (102,863)
Winthrop Street Culvert		\$ 12,000			\$ -	\$ (12,000)
Town Hall Drainage	\$ 3,000					\$ (3,000)
<b>Total Paid/In Process:</b>	<b>\$ 58,000</b>	<b>\$ 191,000</b>	<b>\$ 249,000</b>		<b>\$ 47,137</b>	<b>\$ (201,863)</b>

### Planned FUNDS For Projects

Crestview Ave Chipseal		\$ 24,000				
Gable Way Chipseal		\$ 22,000				
Kings Lane Chipseal		\$ 22,000				
Longmeadow Lane Reclamation		\$ 120,000				
Lovering St (Maple St to Winthrop St) Reclaim		\$ 260,000				
Trotter Drive / Milford Street Intersection Mill & Overlay	\$ 120,000					
North St Mill & Overlay	\$ 72,000					
North St Sidewalk	\$ 80,000					
Lovers Ln Mill & Overlay	\$ 41,000					
Legion Ave Mill & Overlay	\$ 42,000					
Mallard Drive Mill & Overlay	\$ 53,000					
Algonquin Ave Mill & Overlay	\$ 14,000					
Saddle Hill Road Restoration - Mill & Overlay	\$ 100,000					
Saddle Hill Road Restoration - Sidewalk	\$ 69,000					
Pine Needle Restoration Mill & Overlay	\$ 26,000					
Maple Valley Restoration Mill & Overlay	\$ 20,000					
Indian Creek Restoration Mill & Overlay	\$ 18,000					
<b>Total Committed &amp; Unavailable:</b>	<b>\$ 655,000</b>	<b>\$ 448,000</b>	<b>\$ 1,103,000</b>			

### Potential Projects In FY'17 or FY'18

Wildwood Road Reclaim	\$ 71,000					
Canal Street Pave Gravel Section	\$ 10,000					
<b>Total Proposed:</b>	<b>\$ 81,000</b>	<b>\$ -</b>	<b>\$ 81,000</b>			

### Priority Projects Deferred

Village St - Mill & Overlay Cottage to Millis Line	\$ 687,000					
Village Street Sidewalk - Holliston to Legion	\$ 110,000					
17 Lincoln St to Village Street Sidewalk	\$ 33,000					
Autumn Road Reclaim	\$ 245,000					
West / Summer Intersection	\$ 150,000					
Franklin Street & Sidewalk						

# AGENDA

## ITEM #5

**Discussion/Vote – HCA & PILOT Agreements - Exelon**

**Associated backup materials attached:**

- Memorandum of Agreement
- Host Community Agreement
- Amended Host Community Agreement
- PILOT Agreement
- Amended PILOT Agreement

**Proposed Motion:** I move that the Board approve the amended host community agreement and payment in lieu of taxes agreement as presented.

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Town of Medway**  
**and**  
**Exelon West Medway II, LLC**

This MEMORANDUM OF AGREEMENT (“MOA”) is made as of the \_\_\_ day of April, 2017 (the “Effective Date”), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (“Town”) having its offices at 155 Village Street, Medway, Massachusetts 02053 and Exelon West Medway II, LLC, a Delaware limited liability company (“Exelon”) having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348, each individually a “Party” and collectively, the “Parties.”

**RECITALS**

WHEREAS, Exelon has filed a request with the Energy Facilities Siting Board (“EFSB”) for a Certificate of Environmental Impact and Public Interest (“Certificate”) which was docketed by the EFSB as EFSB 17-01 (the “Certificate Proceeding”);

WHEREAS, as part of the Certificate Proceeding, Exelon is seeking to obtain from the EFSB a composite of all individual permits, approvals or authorizations (including local permits) which would otherwise be necessary for construction and operation of Exelon’s proposed new 200 MW fast-starting peaking facility (the “Facility”) located on Summer Street in the Town;

WHEREAS, Exelon and the Town have entered into that certain Host Community Agreement dated October 14, 2015 (“HCA”) to document the environmental, public health and public safety payments and other investments, protective and mitigation measures and certain non-monetary public health and public safety measures made by Exelon to the Town in connection with the Facility;

WHEREAS, Exelon and the Town, as a result of good faith negotiations, have entered into that certain Payment in Lieu of Taxes Agreement dated May 16, 2016 (“PILOT”) as a comprehensive agreement for payments in lieu of taxes for the Facility under the authority of G.L. c. 59, §38H;

WHEREAS, the EFSB in EFSB 15-1, granted Exelon’s petition to construct the Facility (the “Construction Proceeding”) and the EFSB in D.P.U. 15-25c, granted Exelon’s petition for certain exemptions from the Town’s Zoning Bylaw pursuant to G.L. c. 40A, §3 (the “Zoning Exemption Proceeding”);

WHEREAS, Exelon recognizes that the issuance of a Certificate by the EFSB could limit the permit fees that would be due and owing to the Town and has agreed to enter into an amendment to the HCA to provide the Town of Medway the alternate revenues set forth herein;

WHEREAS, the Town is a party to the Certificate Proceeding and must provide the EFSB with its recommended permit criteria for the permits in the Certificate that Exelon would otherwise have obtained from the Town;

WHEREAS, Exelon and the Town intend to collaborate in good faith to develop a set of permit criteria for the Certificate; and

WHEREAS, Exelon and the Town intend to continue the positive business working relationship that has existed throughout the project development process to date and to demonstrate the same have agreed to the amendments to the HCA and PILOT herein that most accurately reflect both revenues and appropriate dates of delivery for payments.

NOW THEREFORE, the Parties wish to set forth the additional agreements between them as set forth herein:

**1. HCA.**

1.1 **Definitions.** Terms not specifically defined in this Section 1 shall have the meanings assigned to them in the HCA.

1.2 **Amendment.** The Parties hereby agree to enter into an amendment to the HCA in the form of the First Amendment set forth in Exhibit A hereto. The Parties shall enter into such amendment no later than [April 7, 2017].

1.3 **Construction Proceeding.** On March 23, 2017, Exelon filed a Request for Clarification in the Construction Proceeding, seeking clarification from EFSB that it may undertake the following activities as of May 1, 2017, pending the outcome of the Certificate Proceeding: (i) all clearing, grading, and installation of Erosion and Sedimentation Controls; (ii) modifications to onsite roadways per the site plan approval from the Town; (iii) installation of new replacement wetland; (iv) commence construction of administration building/warehouse which will be used for both the existing units and the new units; (v) begin work in Eversource Switchyard to begin improvements to existing J-3 interconnection; (vi) begin installation of new fuel oil tank which will serve both the existing units at Medway as well as new units; and (vii) begin demolition of septic system that currently exists onsite and installation of new water and sewer lines that will connect both new and existing facility. Notwithstanding any position set forth by Exelon in its Request for Clarification, the Parties acknowledge and agree that in the event Exelon undertakes any or all of these activities, it shall do so in compliance with all applicable obligations of Exelon under the HCA, including, but not limited to, making the initial (and subsequent if applicable) payments required pursuant to Sections 6(A)(1), (A)(2) and (A)(F) of the HCA. The Parties further agree that they shall comply, among other provisions, with Section 9 of the HCA in coordinating construction activities for the Project.

1.4 **Future Coordination.** Within sixty (60) days after the third anniversary of the Commercial Operation Date of the Facility, Exelon and the Town shall use good faith efforts to meet and consider the impacts on the Town's municipal operations related to the operation of the Plant and the Facility.



**2. PILOT.**

The Parties hereby agree to enter into an amendment to the PILOT in the form of the First Amendment set forth in Exhibit B hereto in order to account for delays (beyond the control of Exelon) in obtaining the required permits to commence construction and the projected delay of the Commercial Operation Date for the Facility. The Parties shall enter into such amendment no later than [April 7, 2017].

**3. The Certificate Proceeding.**

The Parties agree to cooperate with each other with respect to the formation of criteria and conditions for all local permits and approvals that are necessary for the construction and operation of the Facility and that should be included in the scope of the Certificate Proceeding in accordance with G.L. c. 164, §§69K½-69O½. The Parties agree to work constructively and in good faith with each other to provide material and documentation related to the various local permits and approvals included within the scope of the Certificate Proceeding. Exelon agrees to furnish the Town, when available, copies of all engineering plans, drawings, architectural designs and related material for each component of the Project (e.g., site work, utility connections, buildings and foundations and slabs, environmental mitigation work, fencing, non-occupied structures and equipment, generation systems, wetlands processes, etc.).

The Parties acknowledge that Exelon may not be able to produce certain plans, designs or other information related to certain of the local permits and approvals requested in the Certificate Proceeding during the pendency of such proceeding (information that Exelon would otherwise be required to present to the Town with an application for such permit or approval if were not seeking the Certificate). The Parties further acknowledge that the Town may, as appropriate in the Certificate Proceeding, request that the EFSB incorporate as a condition of the Certificate, a requirement that Exelon file such plans, designs or other information with the Town for review and approval consistent with the EFSB final order in the Certificate Proceeding and further subject such permits or approvals to a condition that ensures Exelon's future compliance with all applicable laws that would otherwise govern such permits and approvals.

Exelon acknowledges that the Town may introduce into evidence in the Certificate Proceeding and shall not object to the Town's introduction into evidence in the Certificate Proceeding, the following: (i) information related to the EFSB's standard of review for a petition under G.L. c. 164, §69K½ and for an application under G.L. c. 164, §69L½; (ii) the required terms and requested conditions of the local permits to be included in the comprehensive permit; (iii) payment of any requisite permit fees and mitigation costs (those agreed to by the Town and Exelon in this MOA), (iv) a request for inclusion in the Certificate of the Town's inspection and permit enforcement rights, (v) a request for inclusion in the Certificate of Exelon's future obligations to the Town related to operational impacts; and (vi) information regarding the anticipated impacts from construction or operation of the Facility.

For the avoidance of doubt, the Parties hereby agree that the following local permits shall be included in Exelon's request for a Certificate in the Certificate Proceeding: (i) a Certificate of Occupancy; (ii) a Street Opening Permit; and (iii) a Trench Opening Permit.

The rights, duties and obligations of the Parties in accordance with this Section shall be exercised in good faith and in a commercially reasonable manner.

**4. Interconnection of Municipal Water Systems – Town of Medway and Town of Millis.**

4.1 Terms not specifically defined in this Section 4 shall have the meanings assigned to them in the HCA. It is recognized by the Parties that Exelon asserts that it no longer needs to utilize water from the Town of Millis ("Millis") for the Project's ordinary water needs. Accordingly, Exelon does not intend to execute the previously contemplated water supply agreement with Millis. Notwithstanding the foregoing, if the EFSB requires Exelon to utilize water from Millis for the Project's ordinary water needs and requires Exelon to execute a water supply agreement with Millis, the Town agrees to facilitate the transportation of Millis water to the Facility via the Town water infrastructure currently in place subject to the following conditions:

4.1.1 An interconnection agreement must be completed between the Town and Millis prior to any transfer and/or transportation of water.

4.1.2 The amount of water flowed from Millis must be metered at the point of interconnection between the two systems and also at the point of entry into the Facility property.

4.1.3 The interconnection shall be designed and constructed by Exelon, and shall be so designed to provide for a so-called SMART system whereby water from Millis shall only occur when called for by the Facility, and shall ensure that amounts flowed are identical at both meters. The design of this system shall be approved by the Town and Millis prior to construction.

4.1.4 A backflow device shall be included to prevent any flow of water from the Town to Millis.

4.1.5 Exelon shall be responsible for any system components necessary to protect the Town's water quality and infrastructure, and to ensure that the Town's system integrity is unharmed. The Town of Medway Department of Public Services shall have sole discretion to determination Exelon's compliance with these conditions.

4.1.6 Any interconnection agreement between the Town and Millis will require that Exelon serve as the "customer" of the Millis water system, and as such Exelon shall be responsible to Millis for amounts flowed through the meter at the interconnection point.

4.2 In an effort to provide the Town with resources necessary to negotiate interconnection agreement between the Town and Millis, Exelon agrees to reimburse Medway for legal and engineering costs incurred to negotiate the agreement and design the pumping station connecting the two towns' water supplies.

**5. Miscellaneous.**

5.1 **Counterparts; Scanned Copies.** This MOA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this MOA bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this MOA notwithstanding the failure or inability to produce or tender an original, executed counterpart of this MOA and without the requirement that the unavailability of such original, executed counterpart of this MOA first be proven.

5.2 **Joint Workproduct.** This MOA shall be considered the workproduct of both Parties hereto, and therefore, no rule of strict construction shall be applied against either Party.

5.3 **Successors and Assigns.** This MOA shall be binding upon Exelon, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, the Town and each of their affiliates, parents, successors and permitted assigns.

5.4 **No Limitation on Regulatory Authority.** The Parties acknowledge that nothing in this MOA shall be deemed to be an agreement by the Town to limit or otherwise affect the ability of the Town to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable laws.

5.5 **Entire Agreement.** This MOA constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements or commitments signed by the parties intended to be bound thereby.

5.6 **Governing Law; Dispute Resolution.** The governing law and dispute resolution provisions of this MOA shall be as set forth in Sections 28 and 29, respectively, of the HCA.

## **HOST COMMUNITY AGREEMENT**

This HOST COMMUNITY AGREEMENT (the "Agreement"), made and entered into as of this 14th day of October, 2015 (the "Effective Date"), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts ("Medway" or the "Town") having its offices at 155 Village Street, Medway, Massachusetts 02053, and Exelon West Medway II, LLC, a Delaware limited liability company ("Exelon" or "Owner"), having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348. The Town and Exelon may be referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS**

WHEREAS, Medway is host community to the 94-acre West Medway Generating Station site (the "Site") on Summer Street in Medway, owned by Exelon and having a total nominal capacity of 135 megawatts ("MW") (the "Plant");

WHEREAS, Exelon has proposed to construct a new fast-starting peaking facility (the "Facility"), with two electric combustion turbines (100 MW each) with a combined net nominal electrical output of 200 MW located on a portion of the Site, as shown on Exhibit A (the "Project");

WHEREAS, Exelon has petitioned the Massachusetts Energy Facilities Siting Board (the "EFSB") for approval to construct the Project, and the EFSB has docketed the proceeding as EFSB 15-1/DPU 15-25 (the "Proceeding");

WHEREAS, Exelon has applied for or will apply for all necessary permits and approvals for the Project;

WHEREAS, Medway's technical consultants, officials, staff and legal counsel have extensively analyzed the Project and concluded that, subject to the agreements contained herein, and Exelon's strict adherence to all applicable federal, state and local permits, laws and regulations, the net result of the Project's construction and operation is consistent with preservation of the human and natural environment and will protect the interests of the Town;

WHEREAS, Medway intends, through this Agreement and through all legal powers and remedies available to it, to protect the best interests of its residents, businesses, and its corporate organization at all times to ensure that the Project is safe, efficient, and beneficial for the Medway community;

WHEREAS, Exelon is willing to make environmental, public health and public safety payments or other investments, undertake protective or mitigation measures and certain non-monetary public health and public safety measures, as set forth herein;

WHEREAS, Exelon and Medway desire to have this Agreement submitted to the EFSB and incorporated into the final decision issued by the EFSB in the Proceeding;

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Medway and Exelon do hereby covenant and agree, as follows:

1. Recitals.

The Parties ratify, confirm and incorporate herein the above Recitals.

2. Cooperation Between Exelon and Medway.

Exelon and Medway have entered into this Agreement to foster a cooperative working relationship with respect to the Project and the Facility. Both parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a commercially reasonable manner.

3. Term.

This Agreement shall commence on the date hereof and, except as otherwise provided herein, shall end on the last day of the calendar year in which Exelon last generates electricity at the Facility (the "Term"). This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The provisions of this Agreement that shall expressly survive termination of this Agreement are set forth in Section 26.

4. Permitting.

Exelon shall be responsible for applying for all applicable and required local permits, and shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. Exelon shall not restrict and instead shall facilitate on-site inspections required for determining compliance with any applicable permit or approval by the appropriate Medway official during construction of the Project or operations of the Facility.

5. Independent Agreement.

It is acknowledged and agreed that this Agreement, in part and in its entirety, is and shall remain separate and distinct from any other agreements made between the Owner and the Town relative to this Project, including any tax agreement entered into between Exelon, the Medway Board of Selectmen regarding the tax valuation of the Facility, after completion of the Project. This tax agreement shall be referred to herein as the "PILOT."

6. Amount and Term of Payments.

The payments made pursuant to this Agreement shall be independent of, and are in no way dependent upon, payments to be made to the Town pursuant to the PILOT.

A. Emergency Preparedness Funds

1. Exelon shall pay to the Town each year of the Term of this Agreement the sum of fifteen thousand dollars (\$15,000) for the purpose of providing fire, emergency management services, police and first responder training on responses to the Facility and adjoining parcels. The first such payment shall be due in the year in which construction of the Facility commences, on or before the date that is the later of occur of (i) thirty (30) days after the commencement of construction of the Facility and (ii) September 30<sup>th</sup> of such year; in subsequent years, such payment shall be due on or before September 30<sup>th</sup> of each year.

2. As mitigation for all fuel oil currently stored at the Plant and proposed to be stored at the Facility, Exelon shall pay to the Town the sum of six hundred and fifty thousand dollars (\$650,000) for the purchase, acquisition, and equipping of a foam and structural firefighting appliance vehicle as well as the training of personnel thereon. The specific design of this vehicle shall be the responsibility of the Medway Fire Chief or his designee(s). The payment of this sum shall occur not more than sixty (60) days following the commencement of construction. In no event shall any quantity of fuel oil be stored in the Facility's new storage tank prior to delivery of the new firefighting vehicle to the Town.

3. Exelon shall provide the Town with funds to purchase a dry-chemical firefighting vehicle (such payment not to exceed one hundred thousand dollars (\$100,000)), not more than thirty (30) days after the Effective Date.

4. Exelon will provide the Town with fifty thousand dollars (\$50,000), not more than thirty (30) days after the Effective Date, to assist with emergency management and preparedness.

B. Environmental and Technical Review Fund

Exelon shall pay to the Town the sum of one hundred thousand dollars (\$100,000) for the Town to retain independent legal, environmental, noise, and other technical consultants necessary for the Town to review all Project proposals and permit applications. This amount shall be paid to the Town not more than thirty (30) days following the Effective Date. This amount shall be independent of any fees paid to any board or commission of the Town in connection with an application for a permit or approval filed by Exelon in connection with the Project.

C. Water Analysis Fund

Exelon shall pay to the Town twenty-eight thousand dollars (\$28,000) to conduct a water analysis of the Project not more than thirty (30) days after the Effective Date. The Parties also

hereby acknowledge Exelon's prior payment of the sum of forty thousand dollars (\$40,000) to the Town in 2014 to assist the Town in finding unaccounted-for water.

D. Property Value Security Fund

In order to provide security in the event that a party that is the owner of a residential property located within three hundred (300) feet of the boundaries of the Site prior to the date that the EFSB approves construction of the Project (an "Abutter") experiences a material reduction in the value of their home directly attributable to the Facility and can reasonably demonstrate such reduction, Exelon shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000) per property. In the event that an Abutter wishes to make a claim for such compensation, it must file a claim with the Board of Assessors within five (5) years of the date of commencement of construction of the Project. The Town shall provide Exelon written notice of such claim, and Exelon and the Town shall provide the Abutter with a list of three appraisers that are mutually acceptable to the Town and Exelon. The Abutter shall select one appraiser from that list. The Abutter and Exelon shall each pay half of the cost of such independent third-party appraiser. If the appraiser's findings confirm that the Abutter has experienced an economic loss due to a material reduction in the value of their home directly attributable to the Facility, Exelon shall refund the Abutter's cost of the appraisal and shall compensate such Abutter in the amount of the diminution in property value, up to a maximum of twenty-five thousand dollars (\$25,000). On or prior to the commencement of construction of the Project, a) Exelon shall establish an escrow account (the "Security Account") with a national banking institution, and shall maintain such account until the later to occur of (i) the date that is five (5) years after the commencement of construction of the Project and (ii) that date on which the last properly-filed claim under this Section has been resolved; and b) shall initially deposit \$50,000 into the Security Account. Funds in the Security Account shall be used by Exelon to compensate Abutters in accordance with this Section. In the event that, at the end of any month during the term of the Security Account as set forth above, the balance of funds in the Security Account is less than \$50,000, Exelon shall, on or before the 15<sup>th</sup> day of the subsequent month, deposit sufficient additional funds into the Security Account so as to restore the balance to not less than \$50,000.

For the purposes of this subsection, in the event that more than one party owns an interest in such a property, all such owners with respect to a property shall collectively, and not individually, be deemed one Abutter.

E. Decommissioning

Exelon shall decommission and remove the Facility following the end of all use and/or operations of the Facility, at Exelon's sole cost and expense, in accordance with All Applicable Laws, in accordance with Good Industry Practice and in a safe and environmentally controlled process to manage long-term safety, security, and maintenance of facilities, including, without limitation, the potential dismantlement and sale of equipment and restoration of the Site. Within thirty (30) days of the date of initial commercial operation of the Facility (the "Commercial Operation Date" or "COD"), Exelon shall deliver to the Town a parental guaranty from Exelon Generation Company, LLC, in a form reasonably acceptable to the Town, in the amount of two

million dollars (\$2,000,000) to provide financial assurance for the decommissioning and removal of the Facility after all use of the Facility has permanently ceased. Exelon shall provide the Town a copy of any decommissioning plan it files with any Governmental Authority in connection with the permitting or approval of the Project. Exelon shall provide the Town with at least 180 days prior written notice of the decommissioning of the Plant or the Facility. This Section 6(E) shall survive the termination of this Agreement until all obligations hereunder have been fully discharged.

For purposes of this Section and this Agreement, the term “All Applicable Laws” shall mean any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Facility. Exelon shall ensure that any subcontractors hired to perform construction of the Project shall be required to comply with All Applicable Laws and shall be adequately insured. For purposes of this Section and this Agreement, “Good Industry Practice” shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the construction, operation and maintenance of generating plants similar in size and technology to the Facility) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of the best or any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts. For purposes of this Section and this Agreement, “Governmental Authority” shall mean the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal.

F. Energy Conservation Awareness Fund

Medway intends to implement an energy conservation awareness program. Exelon hereby agrees to work with the Town to support and sponsor such program. On or before September 30<sup>th</sup> of each year of this Agreement following the commencement of construction of the Facility, Exelon shall contribute an annual sum of twenty thousand dollars (\$20,000) to the Town. The Parties acknowledge and agree that such funds may be utilized by the Medway Public Schools, the Medway Energy Committee, and the Town, for purposes related to energy conservation awareness, including, but not limited to, public awareness and education, energy efficiency expenses and programs, energy grants and support for Medway’s activities as a “Green Community” approved by the Massachusetts Department of Energy Resources.



7. Facilitation of the Project.

Medway agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary to accomplish the Project and to act at all times during such review within its legal capacity. This Section is not intended to and shall not be construed to imply that the Board of Selectmen has the authority to direct the outcome of any application submitted to any independent, local permit-issuing authority nor that the Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Project or the Facility.

8. Compliance with Laws.

Exelon shall ensure that the construction of the Facility and all of its operations related thereto shall conform to and comply with All Applicable Laws. In addition, Exelon and any subcontractor hired to construct the Project shall do so in accordance with Good Industry Practice.

9. Project Scheduling.

Prior to Exelon conducting any construction or construction-preparation activities, Exelon shall provide the Town with a written timetable setting forth the pre-construction, construction and completion schedule. The Parties agree to coordinate, to the greatest extent reasonably possible, construction activities for the Project. The Parties further agree to coordinate, to the extent possible, construction for the Project in concert with other road construction projects that are scheduled by the Town. Exelon shall provide notice to the Town of any material changes to the pre-construction, construction and/or completion schedule and, in case, of any delay of three (3) months or more in such schedule(s).

10. Air Quality.

Exelon shall meet all air emissions requirements imposed with respect to the Facility under its plan approvals, operating permits and licenses and under All Applicable Laws. Exelon shall comply with All Applicable Laws concerning the safe transportation, handling, use, and storage of aqueous ammonia.

Exelon shall install and maintain in-stack continuous emissions monitors ("CEMs") in compliance with the requirements of the Massachusetts Department of Environmental Protection ("DEP") and the United States Environmental Protection Agency ("EPA"). In the unlikely event that there is a lapse in compliance with any air emissions requirement, Exelon shall provide to the Board of Health of the Town copies of (i) any excess emissions reports or reports of deviations which Exelon files with either DEP or EPA, and (ii) any notice of violation or notices of non-compliance received from DEP or EPA, within ten (10) business days of filing or receipt, as applicable.

11. Water and Sewer.

A. Exelon shall be responsible for providing sufficient water to the Facility to ensure proper environmental and air quality controls are in place. It is agreed that no burden shall be placed upon the Town municipal water system in connection with Exelon's provision of water to the Project and/or Facility. The Town will cooperate with Exelon in Exelon's efforts to consider the means by which the Town's piping infrastructure may be interconnected with that of surrounding municipalities to secure alternative water supply sources for the provision of water to the Facility. Exelon shall be solely responsible for all costs associated with any system design and engineering, infrastructure upgrades, remediation for any affected town infrastructure including roads and sidewalks, or purchase of additional equipment necessary (for the Town's system or otherwise) to utilize an alternative water supply source.

Exelon shall assume responsibility for any and all costs associated with delivery of water to the Facility, including, but not limited to, interconnections (including with an adjoining community), metering, pumping, regulators, backflow systems, storage, hydrants, piping, and related equipment, designs, and legal and technical services. Further, Exelon shall be responsible for payment to the Town for any water used in excess of the metered amounts authorized as part of any interconnection agreement.

Exelon shall assume responsibility for any interconnections needed to serve the Facility and costs associated with such interconnections.

B. The Town's sanitary sewer service to Exelon during construction of the Project and operations of the Facility will solely be utilized for sanitary and facilities maintenance purposes and shall not exceed five thousand (5,000) gallons per day. Exelon shall comply with all regulations imposed by the Charles River Pollution Control District in connection therewith. Under no circumstance shall any water that has come in contact with the combustion turbines be discharged into the Town's sanitary sewer system.

C. Before initiating new withdrawals or increasing groundwater withdrawals at the Facility, Exelon shall submit to the Town copies of all submissions required of Exelon pursuant to the provisions of G.L. c. 21G and 310 C.M.R. §36.00, including, but not limited to, the following: (i) application for permit; (ii) annual statements of withdrawal; (iii) filings for five-year permit reviews; (iv) permit renewal applications; and (v) permit amendment applications. Exelon shall submit copies of the foregoing to the Town at the time these submissions are due to DEP.

12. Noise and Visual.

A. Exelon shall prepare a construction management plan (the "Construction Management Plan") to the Town as set forth herein. Exelon's activities related to construction of the Facility that generate significant noise levels shall be limited to the hours between 8:00 am and 4:00 pm Monday through Friday and Saturday between 9:00 am and 3:00 pm, except as otherwise approved by the Town.

B. Exelon shall use commercially reasonable efforts through final design and construction of the Facility to shield abutting properties from increases in noise and visual impacts. Exelon shall include all of the proposed noise and visual mitigation measures in the Facility construction contracts into the Construction Management Plan. Exelon shall accomplish this in part through plantings, berm development, and/or fencing. Exelon shall establish a noise testing protocol in the Town with DEP and the Town's designated representative, and shall use best efforts to respond to complaints received by the Town about noise from construction of the Project and/or operations of the Facility and Exelon shall undertake any and all commercially reasonable actions to address such complaints.

C. Exelon shall meet all noise limitations imposed with respect to the Facility under its operating permits, licenses and municipal permits under All Applicable Laws. Exelon shall perform noise testing as required by its operating permits and shall promptly forward the results of any required testing directly to the Town's designated representative. The Town's designated representative may witness the operation noise measurement(s). Exelon shall limit nighttime noise levels such that the combined operation of the Plant and the Facility turbines does not exceed 10 dBA above nighttime ambient levels (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment) and comply with all applicable laws of the Commonwealth of Massachusetts and applicable by-laws of the Town, including, but not limited to, Section 7.3 (Environmental Standards) of the Zoning By-law.

D. Exelon will work with the Town to establish a visual mitigation plan to address the reasonable visual concerns of neighbors, including mitigating the visual effects of the sound buffering wall and will enhance all visual screening in existence at the Plant in accordance with All Applicable Laws.

E. Exelon will ensure that all lighting, landscaping, building and site design(s), and signage will be configured in accordance with All Applicable Laws.

F. Exelon shall cooperate with the Town and provide assistance when requested in the Town's efforts to review the noise testing and other environmental reports for the Project and Facility submitted by Exelon to a Governmental Authority.

### 13. Traffic Impacts.

A. Exelon agrees to develop a traffic management plan with Medway Town officials ("Traffic Management Plan") as set forth herein. All construction and operations-related heavy truck traffic shall only access the Facility via Hartford Avenue in Bellingham to Summer Street in Medway, unless otherwise identified in the Traffic Management Plan which shall be subject to the approval of the Town's Chief of Police. Oil truck deliveries will not be scheduled during morning or evening rush hours. Exelon hereby agrees to utilize Medway police details as may be required or directed by the Town during construction and operation of the Facility to ensure the safety of the surrounding area at Summer Street. During construction, any deviations from this Traffic Management Plan must be submitted for approval to the Medway Chief of Police for

his approval, not to be unreasonably withheld. Exelon's use of such details in connection with construction or operation of the Facility or upon local public ways shall be subject to the rules and requirements of the Medway Chief of Police.

B. All design, construction management and operations plans related to the Facility shall comply with all applicable building, plumbing, electrical, gas, and fire safety codes of the Town and All Applicable Laws. The Medway Fire Chief shall be consulted in the development of all plans as they relate to fire safety and emergency medical requirements and his suggestions shall be incorporated into the design and operations plans for the Facility as appropriate. The Town shall include reference to the Facility and its operations as necessary in its emergency management procedures.

C. Exelon shall, following construction of the Project (but in no event later than six (6) months following completion of the construction), repair any damage to Summer Street and West Street in Medway and Main Street from the Bellingham town line to Summer Street in Medway caused by construction of the Project. Such repair shall be completed in accordance with commonly accepted standards of road construction and condition.

D. Exelon hereby agrees to coordinate with the Medway and Bellingham Chiefs of Police, the Medway Director of Public Services and the Bellingham Director of Public Works in advance of any transportation of oversized and/or overweight loads in connection with construction or operation of the Facility. If any such official, in his/her sole discretion, determines that a weight study is required prior to such transportation, Exelon shall conduct the requested study at its sole cost and expense.

#### 14. Health and Safety.

A. Exelon hereby acknowledges that the use of fuel oil at the Facility as a power generation source/fuel is discouraged by the Town. The Town hereby acknowledges that conditions may exist where natural gas supplies are interrupted and/or not feasible and Exelon may choose to use fuel oil for limited periods of operations. Exelon will use commercially reasonable efforts to minimize the use of fuel oil and any such use of fuel oil shall comply with the requirements included in the EFSB approval for the Facility. In any such instance (except when required by ISO-NE to dispatch the unit as a result of a local or regional system contingency (e.g., VAR Control or transmission reliability) or Security Constrained Unit Commitment (as such terms are defined by ISO-NE) or in case of actual gas curtailment), Exelon shall pay to the Town a sum of five dollars (\$5.00) per megawatt hour ("MWh") of electricity actually generated from oil burning during such operations. Any funds received by the Town pursuant to this Section may be used by the Town for open space, recreation, conservation, and general municipal purposes. Exelon shall provide to the Town copies of the quarterly and annual reports regarding the burning of fuel oil that Exelon is required to file with DEP, within ten (10) business days of such filings.

B. For such time as Exelon is the owner of the proposed Project and/or the Facility, Exelon shall provide and maintain an Exelon employee or employees as a point of contact for the Town ("Exelon Representative(s)"). The Exelon Representative(s) shall be knowledgeable of

the Project and Facility and be in a position of authority to assist the Town with construction, operation, emergency response and decommissioning questions. Upon the Effective Date, Exelon shall provide the Town the contact information (name, address, telephone and email address) of the Exelon Representative(s) and promptly update the Town in the event of a change in the Exelon Representative(s). Upon reasonable request, the Exelon Representative(s) shall provide Medway safety inspectors with access to the Facility to ensure the operations at the Facility adhere to All Applicable Laws and the terms and conditions of this Agreement. The Exelon Representative(s) shall also provide access, after a reasonable notification period of at least twenty-four (24) hours, to Medway officials for emergency response training and Exelon representatives shall also participate in such emergency response training at a mutually acceptable time.

C. Exelon shall maintain its environmental management systems at the Facility with the aim of maintaining environmental compliance, fostering appropriate environmental practices, and demonstrating good environmental performance. In such regard, Exelon shall consider in good faith and to the extent reasonable, implement modified environmental management systems which are consistent with the provisions of the International Organization for Standardization Standard ISO 14001, Environmental Management Systems and American Society for Testing and Materials Publication 14004\_96, ANSI/ISO Environmental Management Systems. Annually in the month of the October, Exelon representatives shall meet with the Town Health Agent and safety officials reporting on environmental and safety performance in the prior twelve (12) month period.

15. Use of Local Labor.

Exelon agrees to use commercially reasonable efforts to hire local labor in connection with the construction of the Facility.

16. Local Purchasing.

Exelon agrees to use commercially reasonable efforts to purchase goods and services necessary for the construction of the Facility from local vendors.

17. Community Updates.

A. Exelon agrees to provide promptly to the Town copies of material filings and other information submitted or received in connection with such proceedings before any Governmental Authority related to the Project (other than filings in the Proceeding).

B. Once construction commences, Exelon shall establish a community outreach plan with Medway officials that will provide for timely public dissemination of information regarding construction schedule, work hours, etc. ("Community Outreach Plan"). Exelon will keep Medway reasonably apprised of progress in constructing the Project and shall identify and describe, as promptly as practicable, any significant construction issue which might be reasonably expected to affect the interests of Medway, including, without limitation, matters that may reasonably be expected to affect the interests of the Town and provide advance notice of

any need to conduct construction activities after the standard construction day shift set forth in Section 12(A) of this Agreement. Exelon shall provide construction program management (“Construction Program Management”) schedules to the Town on a monthly basis.

C. Exelon shall periodically (but at least once every six (6) months or upon reasonable request of the Medway Board of Selectmen) during pre-construction and construction activities provide public reports to Medway at meetings of the Board of Selectmen, describing its progress in obtaining necessary permits and the status of construction of the Project, and, matters that may reasonably be expected to affect the Town’s interests, describing major issues which may have arisen and responding to questions from Town officials and/or the public.

18. Insurance and Indemnification.

A. Exelon shall at all times maintain insurance coverage as required and appropriate for the Plant and the Facility, including insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction and operation of the Facility. Exelon shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type. Exelon may satisfy all or a portion of these insurance requirements through self-insurance.

B. Exelon shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives (“Town Indemnified Parties”) from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys’ fees), causes of action or suits or judgments by third parties, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with (i) any material breach by Exelon of its obligations, covenants, representations or warranties contained in this Agreement, (ii) Exelon’s act or omission that constitutes a violation of All Applicable Laws, or (iii) any other claims arising out of the construction or operation of the Facility in which both Exelon and the Town are named as defendants provided that a) the Town has not materially breached any obligation, covenant, representation or warranty contained in this Agreement or taken any act or omission that constitutes a violation of All Applicable Laws and b) the defenses available to Exelon against such claims are similar to those available to the Town.

C. If a Town Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Exelon of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Exelon shall be required to reimburse the Town for any documented reasonable costs associated with a claim for indemnification by a Town Indemnified Party within sixty (60) days of the Town’s submission of its documented costs to Exelon. Upon written acknowledgment by Exelon that it will assume the defense and indemnification of a claim from a Town Indemnified Party, Exelon may assert any defenses which are or would otherwise be available to the Town Indemnified Party. Exelon shall have full control of such defense and proceedings, including the selection of counsel and any settlement of the proceedings.

D. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

19. Representations and Warranties.

A. Town Representations and Warranties. As of the Effective Date, the Town represents and warrants to Exelon:

1. The Town is a municipality in the Commonwealth of Massachusetts with full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Town has full authority to do so and to fully bind the Town; and

3. The Town knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under the Agreement.

B. Exelon Representations and Warranties. As of the Effective Date, Exelon represents and warrants to the Town:

1. Exelon has full legal capacity to enter into this Agreement;

2. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Exelon has full authority to do so and to fully bind Exelon; and

3. Other than the Proceeding, Exelon knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Exelon or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Exelon's ability to carry out its obligations under the Agreement.

20. Events of Default; Remedies; Limitation of Liability.

A. Events of Default by Exelon. The following shall each constitute an event of default by Exelon ("Exelon Event of Default"):

1. Exelon breaches any non-monetary material obligation under the

Agreement, and fails to cure such breach within thirty (30) days after notification by the Town of the breach and such failure is not proximately caused by a Town Event of Default as set forth in Section 20(B), below;

2. Exelon fails to make any payment due under this Agreement within thirty (30) days of such due date;

3. If any material representation or warranty made by Exelon in this Agreement proves to have been misleading or false in any material respect when made and Exelon does not cure the underlying facts so as to make such representation or warranty correct and not misleading within fifteen (15) days of written notice from the Town;

4. Exelon (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (iii) makes an assignment for the benefit of creditors; (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Exelon's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Exelon's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or

5. Exelon consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of Exelon under this Agreement.

B. Events of Default by Town. It shall constitute an event of default by the Town ("Town Event of Default") if the Town breaches any non-monetary material obligation under the Agreement, and fails to cure such breach within thirty (30) days after notification by Exelon of the breach.

C. Remedies; Limitations.

1. In the event of an Exelon Event of Default pursuant to Section 20(A)(2) of this Agreement, the Town, subject to any limitations under All Applicable Laws, shall add to any amount due and owing a fourteen percent (14%) interest charge per year, prorated for the length of such Exelon Event of Default.



2. In the event of an Exelon Event of Default pursuant to Section 20(A)(1), including, but not limited to, Exelon's failure to comply with All Applicable Laws, Exelon shall pay to the Town a daily fine of five thousand dollars (\$5,000) for each day in which such Exelon Event of Default remains uncured.

3. The Parties confirm that the express remedies and measure of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the Parties reserve and shall have all rights and remedies available to them at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

21. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

22. Assignment.

Exelon agrees that this Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Facility. Exelon further agrees that it will not sell, lease or otherwise dispose of the Facility (each a "Transfer") to any person or entity ("a Transferee") unless (i) Exelon reasonably believes such person or entity has the resources and ability to operate the Facility in accordance with All Applicable Laws and in accordance with this Agreement and (ii) at the time of such Transfer, Exelon obtains a written agreement of the Transferee to be bound by this Agreement. Any assignment by Exelon in connection with any financing, or to any entity controlling, controlled by, or under common control with Exelon shall not be considered a Transfer. As soon as practicable after such Transfer, Exelon shall give notice thereof to the Town and identify the Transferee, along with a statement that after due diligence, Exelon reasonably believes that the conditions of this Section 22 are fulfilled with respect to such Transferee.

23. Termination.

This Agreement shall not be subject to termination, except for the following events of termination:

- (a) By mutual agreement of the Town and Exelon;
- (b) By Exelon in the event that it abandons the Project prior to the commencement of

construction or there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Exelon from constructing or operating the Project; or

(c) By the Town in the event of 1) an incurable Exelon Event of Default pursuant to Section 20(A)(3), (4) or (5) or 2) an Exelon Event of Default pursuant to any other provision of this Agreement which is not cured within eighteen (18) months of the date of the Event of Default and which failure to earlier cure is due to an event of *Force Majeure* as set forth below.

For the purposes of this Agreement, "*Force Majeure*" means any cause not within the reasonable control of Exelon which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Exelon from performing due to any governmental act, failure to act, or order, where it was reasonably within Exelon's power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean:

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.
- (b) Unavailability of equipment, repairs or parts for the Project, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Exelon directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this Agreement.
- (d) Economic hardship of Exelon.

24. Notices.

All notices, demands, requests, consents or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Medway:

Michael E. Boynton  
Town Administrator  
Medway Town Hall  
155 Village Street  
Medway, MA 02053  
(508) 533-3264 (phone)

with a copy to:

Barbara J. Saint Andre, Esq.  
Petrini & Associates, P.C.  
372 Union Avenue  
Framingham, MA 01702  
(508) 665-4310 (phone)  
BSaintandre@petrinilaw.com

If to Exelon:

Jack Hughes  
Exelon West Medway II, LLC  
9 Summer Street  
Medway, MA 02053  
508-533-3919 (phone)  
jack.hughes@exeloncorp.com

with a copy to:

Todd D. Cutler, Esq.  
Associate General Counsel  
Exelon West Medway II, LLC  
300 Exelon Way, Suite 340  
Kennett Square, PA 19348  
(610) 765-5602 (phone)  
[todd.cutler@exeloncorp.com](mailto:todd.cutler@exeloncorp.com)

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

25. Entire and Complete Agreement; Binding Effect.

This Agreement, along with the Exhibit(s) attached (or to be attached) hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof,

exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

26. Survival.

Termination of this Agreement for any reason shall not relieve Exelon of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Sections 6(A)(2); 6(B); 6(D); 6(E); 6(F); and 18(D).

27. Other Documents.

Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other party in order to give full effect to this Agreement.

28. Governing Law.

This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

29. Dispute Resolution.

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Town and Exelon. The Town and Exelon agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from Exelon and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the

appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

30. Confidentiality.

The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Project or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under All Applicable Laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

31. Amendments.

This Agreement may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto.

32. Severability.

If any section, phrase or portion of the Agreement is, for any reason, held or adjudged to

be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

33. Headings and Captions.

The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing the Agreement.

34. Counterparts; Scanned Copies.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. Waiver.

No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

36. Joint Workproduct.

This Agreement shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

37. Successors and Assigns.

This Agreement shall be binding upon Exelon, Medway and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, Medway and each of their affiliates, parents, successors and permitted assigns.

38. No Joint Venture.

Nothing herein contained shall be deemed to constitute either Party a partner, agent or

legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

39. Further Assurances.

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

40. No Limitation of Regulatory Authority.

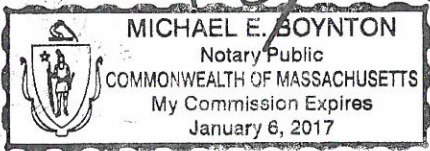
The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Medway to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Medway or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with All Applicable Laws.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Medway has caused this Agreement to be executed and has caused its seal to be attached to this Agreement on the 19 day of October, 2015.

ATTEST:

By: *Michael E. Boynton*



TOWN OF MEDWAY

By: *[Signature]* - Chairman  
[Name, Title]

By: *Maryanne White* vice Chairman  
[Name, Title]

By: *[Signature]*  
[Name, Title]

By: *[Signature]* CLERK  
[Name, Title]

By: *[Signature]* SELECTMAN  
[Name, Title]

IN WITNESS WHEREOF, Exelon has caused this Agreement to be executed in its name by its duly authorized officer on the 14<sup>th</sup> day of October, 2015.

ATTEST:

By: *[Signature]*

EXELON WEST MEDWAY II, LLC

By: *[Signature]*  
James J. Carty, Vice President



**EXHIBIT A**  
**[FORM OF]**  
**FIRST AMENDMENT TO**  
**HOST COMMUNITY AGREEMENT**

This First Amendment Agreement (“Amendment”) is entered into as of \_\_\_\_\_, 2017 (the “Effective Date”), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (“Town”) having its offices at 155 Village Street, Medway, Massachusetts 02053 and Exelon West Medway II, LLC, a Delaware limited liability company (“Exelon”) having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348, each individually a “Party” and collectively, the “Parties.”

**RECITALS**

WHEREAS, the Town and Exelon are parties to that certain Host Community Agreement dated October 14, 2015 (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises, agreements, covenants and benefits contained herein, the Parties hereby agree as follows:

**1. Definitions.** All capitalized terms used in this Amendment have the same meaning given in the Agreement, unless otherwise defined herein.

**2. Amendment to HCA.**

2.1. **Permitting.** Section 4 (Permitting) of the HCA is hereby deleted and replaced in its entirety with the following:

“4. **Permitting.** Exelon shall be responsible for paying a one-time, all-inclusive permit fee of three hundred and fifty thousand dollars (\$350,000) covering all local permits issued as part of the comprehensive permit approval process in EFSB 17-01 (the “Certificate Proceeding”). Exelon shall pay said fee to the Town on or before August 1, 2017. Exelon shall not object to the Town’s request in the Certificate Proceeding to retain inspection and oversight authority required for determining compliance with any local permit or approval included in any certificate issued by the EFSB in the Certificate Proceeding. In the event that a certificate issued by the EFSB in the Certificate Proceeding does not include a local permit or approval necessary for Exelon to construct or operate the Facility, Exelon shall be responsible for apply for such permit from the Town and Exelon shall not restrict and shall instead facilitate on-site inspections required for determining compliance with such permit or approval by the appropriate Town official during construction of the Project or operations of the Facility. In the event that after construction of the Facility Exelon must seek additional permits from the Town for alterations, additions or other changes to any structure or component of the Facility, Exelon shall be

responsible for applying for such permits and shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each.”

**2.2 Environmental and Technical Review.** Section 6(B) (Environmental and Technical Review Fund) of the HCA is hereby amended by adding a second paragraph as follows:

“Exelon shall provide the Town with the sum of fifty thousand dollars (\$50,000) on or before May 1, 2017 for legal and technical services associated with the Town’s participation in the Certificate Proceeding and continued review of the Project.”

**2.3 Community Improvement Funds.** The following new Section 6(G) is hereby added to the HCA:

“G. Community Improvement Funds. Exelon shall pay to the Town Community Improvement Funds, available for any general municipal purpose, as follows: (i) seven hundred thousand dollars (\$700,000) on or before December 31, 2017; and (ii) seven hundred thousand dollars (\$700,000) on or before June 1, 2018.

**3. Miscellaneous.**

**3.1 Consistency with Agreement.** This Amendment is intended to be construed harmoniously with the Agreement to the maximum extent possible. In the event that any provision of this Amendment conflicts with the terms of the Agreement, the provisions of this Amendment shall control. Except as specifically set forth herein, the Agreement shall remain in full force and effect.

**3.2 Successors and Assigns.** This Amendment shall be binding upon Exelon, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, the Town and each of their affiliates, parents, successors and permitted assigns.

**3.3 Authorization.** The Parties represent and warrant, as of the date hereof, that the execution and delivery of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each such Party. This Amendment is a valid and binding obligation of the Parties enforceable in accordance with its terms.

**3.4 Counterparts; Scanned Copies.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment

## **PAYMENT IN LIEU OF TAXES AGREEMENT**

This Payment in Lieu of Taxes Agreement (“PILOT”) is made as of the 16<sup>th</sup> day of May, 2016, by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (the “Town”), and Exelon West Medway II, LLC, a Delaware limited liability company (“Exelon”) having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348, each individually a “Party” and collectively, the “Parties.”

### **WITNESSETH:**

WHEREAS, an affiliate of Exelon owns 94± acres of real property located in the Town as depicted on Exhibit A attached hereto and incorporated herein by reference (the “Site”);

WHEREAS, an affiliate of Exelon owns existing real and personal property comprised of six pairs of Rolls Royce Avon combustion turbines and associated appurtenances with a total capacity of 173± megawatts (“MW”) of energy (the “Existing Facility”) on the Site;

WHEREAS, Exelon is developing two new dual fueled generating units capable of producing 200± MW of energy (the “New Facility”) on the Site;

WHEREAS, Exelon will be subject to certain local taxes in connection with its ownership of the real and personal property related to the New Facility;

WHEREAS, Exelon and the Town agree that having an accurate projection of their respective property tax expenses and revenues with respect to the New Facility is essential to the development of the New Facility, provides long-term revenue certainty for the Town and is in their mutual best interests;

WHEREAS, G.L. c. 59 §38H authorizes the Town to enter into an agreement for a negotiated payment in lieu of taxes imposed on real and personal property;

WHEREAS, Exelon and the Town acknowledge that a comprehensive agreement for payments in lieu of taxes under the authority of G.L. c. 59, §38H fixing and maintaining mutually acceptable payments based on reasonable and accurate fair cash values for all real and personal property associated with the New Facility for twenty (20) years commencing with commercial operations of the New Facility is appropriate and serves their respective interests; and

WHEREAS, Exelon and the Town have reached this PILOT as a result of good faith negotiations so that Exelon’s payments to the Town shall be the equivalent of the property tax obligations which would otherwise be owed to the Town by Exelon during the term of this PILOT based on full and fair cash valuation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties do hereby covenant and agree as follows:

1. Property to be Taxed. The real and personal property that comprises the New Facility to be owned by Exelon which shall be taxed subject to the terms of this PILOT is described in Exhibit A attached hereto and incorporated herein by reference as the New Facility. The New Facility also shall include any material additions, improvements, repairs, replacements, modifications or other changes to the New Facility certified pursuant to Section 5 which occur after the execution of this PILOT. This PILOT covers all real and personal property taxes otherwise due for the New Facility but does not affect any payments, other than real and personal property taxes, owed by Exelon to the Town, including, but not limited to, payments due under the Host Community Agreement between the Town and Exelon dated as of October \_\_, 2015 (the "HCA"), vehicle excise taxes, and amounts for customary services provided by the Town to Exelon and the New Facility such as water and sewer services.

The Existing Facility and the remainder of the Site will continue to be assessed and taxed pursuant to G.L. c. 59 and is not subject to this PILOT. Moreover, nothing contained in this PILOT, including, without limitation, any exhibits thereto, shall relieve Exelon, its agents or assigns, nor any other entity leasing or otherwise occupying existing Exelon properties in the Town from any payment obligations for any real or personal property related to the Existing Facility or on any property otherwise owned by Exelon, including, without limitation, all equipment and utilities appurtenant thereto and thereon. Items currently being assessed by the Town and/or the Commonwealth of Massachusetts and subject to real and/or personal property tax obligations shall continue to be subject to the same assessment and payment mechanisms in effect as of October 14, 2015 (as the same may be amended).

2. Term. This PILOT shall govern the taxation of the New Facility for twenty (20) years commencing in the year the New Facility commences commercial operations. During the construction period and prior to Commercial Operation Date, no payments will be required with respect to the work in progress. "Commercial Operation Date" or "COD" shall mean the date of initial commercial operation of the New Facility. Regular property tax payments will continue to be due on the Existing Facility.

For the purposes of this PILOT, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2016 means July 1, 2015 - June 30, 2016.

The initial payment hereunder shall be due in full within thirty (30) days of the sooner of the issuance of a Certificate of Occupancy for the New Facility by the Town's Building Commissioner or December 31, 2017. Thereafter, payments shall be made on a quarterly basis.

This PILOT may sooner terminate pursuant to Sections 7 and 13. Upon termination, the Town shall assess the New Facility in the normal course pursuant to G.L. c. 59.

After July 1 of the eighteenth (18<sup>th</sup>) year of this PILOT, but on or before June of the following year, the Town may notify Exelon if it desires to terminate this PILOT effective on June 30, 2038. In the event the Town exercises its rights under this Section, the Parties shall negotiate in good faith in an effort to agree upon a successor agreement to take effect at the conclusion of the twenty (20) year term. In the event the Parties are unable to reach agreement

on a successor agreement, the New Facility shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59.

3. PILOT Payments. The Parties agree that the respective PILOT Payments (“PILOT Payments”) shall be the amounts listed below for each of the years included in the term of this PILOT in lieu of paying any other real or personal property taxes with respect to the New Facility.

YEAR	QUARTER	NEW PLANT PILOT VALUE	PILOT PAYMENT ANNUAL TOTAL	QUARTERLY PILOT PAYMENT AMOUNTS	CPA PAYMENT AMOUNT (3% of PILOT Payment) (Due September 1 Annually)
1	1	\$210,000,000.00	\$3,830,400.00		\$114,912.00
2		\$208,950,000.00	\$3,811,248.00		\$114,337.44
	1			\$952,812.00	
	2			\$952,812.00	
	3			\$952,812.00	
	4			\$952,812.00	
3		\$207,905,250.00	\$3,792,191.76		\$113,765.75
	1			\$948,047.94	
	2			\$948,047.94	
	3			\$948,047.94	
	4			\$948,047.94	
4		\$206,865,723.75	\$3,773,230.80		\$113,196.92
	1			\$943,307.70	
	2			\$943,307.70	
	3			\$943,307.70	
	4			\$943,307.70	
5		\$205,831,395.13	\$3,754,364.65		\$112,630.94
	1			\$938,591.16	
	2			\$938,591.16	
	3			\$938,591.16	
	4			\$938,591.16	
6		\$204,802,238.16	\$3,735,592.82		\$112,067.78
	1			\$933,898.21	
	2			\$933,898.21	
	3			\$933,898.21	
	4			\$933,898.21	
7		\$203,778,226.96	\$3,716,914.86		\$111,507.45
	1			\$929,228.71	
	2			\$929,228.71	
	3			\$929,228.71	
	4			\$929,228.71	
8		\$202,759,335.83	\$3,698,330.29		\$110,949.91
	1			\$924,582.57	
	2			\$924,582.57	
	3			\$924,582.57	
	4			\$924,582.57	
9		\$201,745,539.15	\$3,679,838.63		\$110,395.16
	1			\$919,959.66	
	2			\$919,959.66	
	3			\$919,959.66	
	4			\$919,959.66	
10		\$200,736,811.46	\$3,661,439.44		\$109,843.18
	1			\$915,359.86	
	2			\$915,359.86	
	3			\$915,359.86	
	4			\$915,359.86	
11		\$199,733,127.40	\$3,643,132.24		\$109,293.97
	1			\$910,783.06	
	2			\$910,783.06	
	3			\$910,783.06	
	4			\$910,783.06	

<b>12</b>		<b>\$198,734,461.76</b>	<b>\$3,624,916.58</b>		<b>\$108,747.50</b>
	<b>1</b>			<b>\$906,229.15</b>	
	<b>2</b>			<b>\$906,229.15</b>	
	<b>3</b>			<b>\$906,229.15</b>	
	<b>4</b>			<b>\$906,229.15</b>	
<b>13</b>		<b>\$197,740,789.45</b>	<b>\$3,606,792.00</b>		<b>\$108,203.76</b>
	<b>1</b>			<b>\$901,698.00</b>	
	<b>2</b>			<b>\$901,698.00</b>	
	<b>3</b>			<b>\$901,698.00</b>	
	<b>4</b>			<b>\$901,698.00</b>	
<b>14</b>		<b>\$196,752,085.50</b>	<b>\$3,588,758.04</b>		<b>\$107,662.74</b>
	<b>1</b>			<b>\$897,189.51</b>	
	<b>2</b>			<b>\$897,189.51</b>	
	<b>3</b>			<b>\$897,189.51</b>	
	<b>4</b>			<b>\$897,189.51</b>	
<b>15</b>		<b>\$195,768,325.08</b>	<b>\$3,570,814.25</b>		<b>\$107,124.43</b>
	<b>1</b>			<b>\$892,703.56</b>	
	<b>2</b>			<b>\$892,703.56</b>	
	<b>3</b>			<b>\$892,703.56</b>	
	<b>4</b>			<b>\$892,703.56</b>	
<b>16</b>		<b>\$194,789,483.45</b>	<b>\$3,552,960.18</b>		<b>\$106,588.81</b>
	<b>1</b>			<b>\$888,240.04</b>	
	<b>2</b>			<b>\$888,240.04</b>	
	<b>3</b>			<b>\$888,240.04</b>	
	<b>4</b>			<b>\$888,240.04</b>	
<b>17</b>		<b>\$193,815,536.03</b>	<b>\$3,535,195.38</b>		<b>\$106,055.86</b>
	<b>1</b>			<b>\$883,798.84</b>	
	<b>2</b>			<b>\$883,798.84</b>	
	<b>3</b>			<b>\$883,798.84</b>	
	<b>4</b>			<b>\$883,798.84</b>	
<b>18</b>		<b>\$192,846,458.35</b>	<b>\$3,517,519.40</b>		<b>\$105,525.58</b>
	<b>1</b>			<b>\$879,379.85</b>	
	<b>2</b>			<b>\$879,379.85</b>	
	<b>3</b>			<b>\$879,379.85</b>	
	<b>4</b>			<b>\$879,379.85</b>	
<b>19</b>		<b>\$191,882,226.06</b>	<b>\$3,499,931.80</b>		<b>\$104,997.95</b>
	<b>1</b>			<b>\$874,982.95</b>	
	<b>2</b>			<b>\$874,982.95</b>	
	<b>3</b>			<b>\$874,982.95</b>	
	<b>4</b>			<b>\$874,982.95</b>	
<b>20</b>		<b>\$190,922,814.93</b>	<b>\$3,482,432.14</b>		<b>\$104,472.96</b>
	<b>1</b>			<b>\$870,608.04</b>	
	<b>2</b>			<b>\$870,608.04</b>	
	<b>3</b>			<b>\$870,608.04</b>	
	<b>4</b>			<b>\$870,608.04</b>	
			<b>\$73,076,003.27</b>		<b>\$2,192,280.10</b>
<b>Sum of PILOT and CPA Payments</b>					<b>\$75,268,283.37</b>

Such amounts shall be paid on a quarterly basis and shall be delivered to Town of Medway Collector of Taxes, 155 Village Street, Medway, MA 02053. Such amounts shall be paid each year in accordance with the following schedule: 1st quarter due August 1<sup>st</sup>; 2nd quarter due November 1<sup>st</sup>; 3rd quarter due February 1<sup>st</sup>; 4th quarter due May 1<sup>st</sup>. Should any due date fall on a weekend or holiday, payment shall be due the first business day following such date.

4. Community Preservation Act Payments. The Parties agree that in addition to the PILOT Payments provided for herein, the Town shall be entitled to receive an additional PILOT Payment of three percent (3%) of each PILOT Payment in order to compensate the Town for Community Preservation Act payments it is entitled to receive under the Town bylaws and Massachusetts law. Such payment shall be paid annually on or before September 1<sup>st</sup>.

5. Certifications. Exelon shall send a certification to the Town within ten (10) days of the Commercial Operation Date notifying the Town of such date. Thereafter, Exelon shall submit to the Town no later than the March 1<sup>st</sup> preceding the beginning of each fiscal year covered by this PILOT an annual certification which describes any material additions, improvements, repairs, replacements, modifications, retirements or other changes that have occurred since the final completion of the New Facility or since Exelon's last annual certification, as applicable, in accordance with G.L. c. 59, §29. In each annual certification, Exelon shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided in such annual certification.

6. Adjustments. If, during the term of this PILOT, (i) the New Facility is physically unable to operate for a period of eighteen (18) consecutive months following COD due to casualty or *Force Majeure* as defined below; (ii) there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Exelon from constructing or operating the New Facility; or (iii) the New Facility is taken out of service permanently, Exelon may elect to terminate this PILOT.

In the event that the annual certification submitted in accordance with Section 5 of this PILOT indicates that there have been material capital improvements to the New Facility that materially increase its nameplate capacity above 200 MW, then, within thirty (30) days of receipt of each annual certification, the Town's Principal Assessor and Exelon shall agree upon a revised future payment schedule for the New Facility reflecting a *pro rata* increase in such payments. The revised PILOT Payment schedule shall take effect for the subsequent fiscal year. In the event that the parties are unable to agree upon a revised payment schedule within such thirty (30) day period, the Parties shall resolve the dispute in accordance with Section 22 below. In the event that the dispute resolution process set forth in Section 22 is initiated, the Town shall have a limited right to audit and inspect Exelon's records during the informal negotiation stage of the process, as and to the extent provided in G.L. c. 59. The scope of such audits shall be limited to reviewing information that is reasonably necessary to ascertain the accuracy of the information provided or omitted on Exelon's most recent annual certification. Such examinations shall be made upon not less than seven (7) days' prior notice during normal business hours at the New Facility and in such manner as to not unreasonably interfere with Exelon's normal business activities. If such records are not kept at the New Facility, Exelon shall deliver (at its sole expense) copies of such records to the office of the Town's Principal Assessor. Any information provided to the Town as part of an audit shall be treated as



confidential. In the event the Town requests documents or information that Exelon determines is proprietary, upon request by Exelon, the Parties will enter into a commercially reasonable confidentiality agreement in order to limit disclosure of such information.

In the event that the Town shall vote pursuant to G.L. c. 59, §21C *et seq.* to increase local property taxes for the purpose of a general override, a debt exclusion override or a capital exclusion override, the amounts due under this PILOT shall be adjusted upward proportionally to the same extent as the percentage to value increases born by taxpayers in the Town. This increase(s) shall continue for the duration of the term approved by the Town.

For the purpose of this PILOT, *Force Majeure* shall mean any cause not within the reasonable control of Exelon which precludes it from carrying out, in whole or in part, its obligations under this PILOT, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Exelon from performing due to any governmental act, failure to act, or order, where it was reasonably within Exelon's power to prevent such act, failure to act, or order. Notwithstanding anything in the PILOT to the contrary, *Force Majeure* shall not mean:

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the New Facility.
- (b) Unavailability of equipment, repairs or parts for the New Facility, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Exelon directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this PILOT.
- (d) Economic hardship of Exelon.

7. Failure to Make Timely Payments; Right to Cure. In accordance with G.L. c. 59, §57, the Town may assess penalties for late payments of PILOT Payments due under the provisions of this PILOT. The Town expressly reserves all rights available to it respecting the collection of such PILOT Payments. In the event a payment is not timely received by the Town, the Town shall issue a notice of default to Exelon and Exelon shall have thirty (30) days (the "Cure Period"; the Cure Period is not intended to modify the timing or amount of any penalties or interest that accrue under G.L. c. 59, §57, which shall be in addition to the penalty set forth below) from receipt of such notice within which to cure such default. If Exelon fails to timely cure the default, then within thirty (30) days after the end of the Cure Period, and at its sole option, the Town may declare this PILOT null and void, and the New Facility shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59. In addition, in the event of payment default that is uncured at the end of the Cure Period and that is not the subject of a good faith dispute, Exelon shall pay a late fee of one thousand dollars (\$1,000) per day for each day that any payment under

this PILOT is due, provided, however, that no more than twenty-five thousand dollars (\$25,000) shall be due and owing for each instance of late payment or nonpayment. Interest shall also accrue on all late payments in accordance with G.L. c. 59, §57.

8. Mutual Benefits. The Parties acknowledge that this PILOT is the result of good faith negotiations between the Parties and extensive efforts to determine the fair cash value of the New Facility and is fair and beneficial to them because it resolves all issues regarding taxation of the New Facility, avoiding substantial litigation cost and uncertainty. The Town acknowledges that this PILOT is beneficial to it because it will result in steady, predictable, and reasonable PILOT Payments from the New Facility. Exelon acknowledges that this PILOT is beneficial to it because it provides predictability and certainty with respect to taxation of the New Facility.

9. HCA. The obligations under this PILOT are completely severable from the obligations of the Parties under the HCA. A default under this PILOT shall not be considered a default under the HCA. A default under the HCA shall not be considered a default under this PILOT.

10. No Precedent. This PILOT is entered into in good faith to resolve future disputes and to achieve predictability and economic stability for both Parties by establishing a schedule of PILOT Payments based on reasonable, accurate, and reliable fair cash values for the New Facility. Accordingly, Exelon and the Town agree that neither Party shall seek to use the PILOT Payments agreed to under this PILOT in any future proceedings regarding the value of the New Facility in the Town (except for disputes related to this PILOT) or in any other proceeding regarding the value of any other Exelon property, including the Existing Facility.

11. Advice of Counsel. The Parties have entered into this PILOT only after full and due consideration thereof and with the advice of their counsel and of their independent consultants.

12. Conditions Precedent. The obligations of the Parties under this PILOT are conditioned on (i) approval of this PILOT by the Town acting by Town Meeting; (ii) the Town promptly submitting this PILOT to the Massachusetts Department of Revenue (“DOR”) and DOR approving this PILOT in writing within thirty (30) days of receipt; and (iii) the achievement of the Commercial Operation Date. In the event that DOR objects to this PILOT, this PILOT shall become null and void and of no further effect unless otherwise agreed by the Parties in writing.

13. Change in Law.

(a) Exelon and the Town hereby stipulate and agree that no portion of this PILOT shall be enforceable, and the PILOT shall terminate if a court of competent jurisdiction or a Massachusetts State agency having applicable jurisdiction has determined or declared any material portion of this PILOT to be illegal, void, or unenforceable, such determination or declaration materially alters the economic benefits and burdens of the Parties, and such determination or declaration is not subject to further appeal by either Party.

(b) Exelon and the Town hereby stipulate and agree that no portion of this PILOT shall be enforceable, and the PILOT shall terminate if the Massachusetts General Court abolishes an *ad valorem* tax on property used for the production of electricity.

(c) In the event that the Massachusetts General Court enacts another means of taxation or assessment in addition to *ad valorem* taxation applicable to the New Facility during the term of the PILOT, the PILOT Payments due under the PILOT shall be reduced each year by the amount of such taxes or assessments actually paid by Exelon.

14. Renegotiation Obligations. Exelon and the Town agree that in the event this PILOT terminates pursuant to the provisions of Section 13 of this PILOT, and that such event does not occur through the direct fault of either Party, that the Parties will in good faith attempt to negotiate a new agreement which will seek to accomplish and implement the objectives and purposes of this PILOT for the same term as is addressed by this PILOT.

15. Exelon's Representations and Warranties. Exelon hereby makes the following representations and warranties to the Town:

(a) Exelon West Medway II, LLC, is a Delaware limited liability company, validly existing and in good standing under the laws of the state of Delaware and each has the full power and authority to carry on its business as it is now being conducted.

(b) This PILOT constitutes the legal, valid and binding obligation of Exelon enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles. Exelon has taken all necessary action to authorize and approve the execution and delivery of this PILOT.

(c) To the best of Exelon's knowledge, none of the documents or information furnished by or on behalf of Exelon to the Town in connection with negotiation and execution of this PILOT contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(d) The person executing this PILOT on behalf of Exelon has the full power and authority to bind it to each and every provision of this PILOT.

16. Town's Representations and Warranties. The Town hereby makes the following representations and warranties to Exelon:

(a) The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.

(b) Subject to satisfaction of the conditions precedent in Section 12, this PILOT constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms. The Town will take all necessary action to authorize and approve the execution and delivery of this PILOT.

(c) The person executing this PILOT on behalf of the Town has the full power and authority to bind it to each and every provision of this PILOT.

17. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under the PILOT shall be in writing and addressed to the following:

If to the Town:

Michael E. Boynton  
Town Administrator  
Medway Town Hall  
155 Village Street  
Medway, MA 02053  
(508) 533-3200 (phone)  
[mboynton@townofmedway.org](mailto:mboynton@townofmedway.org)

with a copy to:

Barbara J. Saint Andre, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 556 0007  
F: (617) 654 1735  
[bsaintandre@k-plaw.com](mailto:bsaintandre@k-plaw.com)

If to Exelon:

Jack Hughes  
Exelon West Medway II, LLC  
9 Summer Street  
Medway, MA 02053  
[jack.hughes@exeloncorp.com](mailto:jack.hughes@exeloncorp.com)  
508-533-3919

with a copy to:

Todd D. Cutler, Esq.  
Associate General Counsel  
Exelon West Medway II, LLC  
300 Exelon Way, Suite 340  
Kennett Square, PA 19348  
[todd.cutler@exeloncorp.com](mailto:todd.cutler@exeloncorp.com)

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the PILOT; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the PILOT; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the PILOT. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

18. Entire and Complete Agreement; Binding Effect. This PILOT, along with the Exhibit(s) attached (or to be attached) hereto constitute the entire and complete agreement of the parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This PILOT shall bind and inure to the benefit of the Parties to this PILOT and any successor or assignee acquiring an interest hereunder.

19. Survival. Termination of this PILOT for any reason shall not relieve Exelon of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations to make payments due on or before such termination as set forth in Sections 3 and 4.

20. Other Documents. Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other Party in order to give full effect to this PILOT.

21. Governing Law. This PILOT and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

22. Dispute Resolution. Unless otherwise expressly provided for in this PILOT, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this PILOT between the Town and Exelon. The Town and Exelon agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this PILOT.

Any dispute that arises under or with respect to this PILOT that cannot be resolved in the daily management and implementation of this PILOT shall in the first instance be the subject of informal negotiations between representatives of Exelon and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the

dispute arises, unless it is modified by written agreement of the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this PILOT. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

23. Confidentiality. The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the facility or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this PILOT.

Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under all applicable laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the

Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

24. Amendments. This PILOT may only be amended or modified by a written amendment to the PILOT signed by both Parties hereto.

25. Severability. If any section, phrase or portion of the PILOT is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the PILOT will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the PILOT and the benefits to the Parties are not substantially impaired.

26. Headings and Captions. The headings and captions appearing in this PILOT are intended for reference only, and are not to be considered in construing the PILOT.

27. Counterparts; Scanned Copies. This PILOT may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this PILOT bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this PILOT notwithstanding the failure or inability to produce or tender an original, executed counterpart of this PILOT and without the requirement that the unavailability of such original, executed counterpart of this PILOT first be proven.

28. Waiver. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the PILOT shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the PILOT shall only be effective if made in writing and signed by the Party who is making such waiver.

29. Joint Workproduct. This PILOT shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

30. Successors and Assigns. This PILOT shall be binding upon Exelon, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, the Town and each of their affiliates, parents, successors and permitted assigns.

31. No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are

individual and not collective in nature.

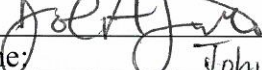
32. Further Assurances. From time to time and at any time at and after the execution of the PILOT, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the PILOT that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the PILOT.

33. Good Faith. All rights, duties and obligations established by this PILOT shall be exercised in good faith and in a commercially reasonable manner.


34. No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this PILOT shall be deemed to be an agreement by the Town to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of the Town or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable laws.

Executed under seal as of the date first above-written.

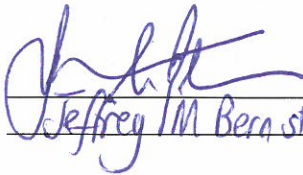
**TOWN OF MEDWAY**

By:   
Name: John A. Firesto  
Title: Board of Selectmen Chair

**EXELON WEST MEDWAY II, LLC**

By:   
Name: JAMES CARTY  
Title: VP OPERATIONS

AS TO FORM:

  
Jeffrey M. Bernstein, Esq., Town Counsel  
Special



**EXHIBIT A**  
Description of New Facility

As used herein, the term “New Facility” shall include all of the following real and personal property:

The New Facility will be located on approximately thirteen (13) acres (“Facility Site”) within the Site consisting of Medway Assessors’ Map Parcel numbers 56-005, 66-010, 66-012 and 66-013. The Facility will include two (2) GE LMS100, simple-cycle peaking electric combustion turbines (100 megawatts each) with a combined net nominal electrical output of 200 megawatts (“MW”).

The New Facility will include the following major components and structures:

- Two (2) simple-cycle GE LMS100 combustion turbine generators (“CTGs”);
- Pollution control equipment including Selective Catalytic Reduction (“SCR”) and carbon monoxide (CO) oxidation catalysts in modules downstream of each CTG;
- Two (2) 160-foot tall stacks;
- Noise walls including a 55-foot high noise wall surrounding the entire power island including air cooled heat exchangers and a localized 20-foot property-line noise barrier;
- Natural gas compressors;
- Aboveground storage tanks for ULSD, service/fire water, demineralized water and aqueous ammonia, including unloading areas;
- Transformers and electrical interconnection facilities;
- Combined building for control room, administrative and facility services, maintenance and warehouse area, water treatment area, and associated systems;
- 450 kilowatt (“kW”) emergency diesel generator;
- 147 kW emergency diesel fire pump engine;
- Gas pipeline interconnection; and
- Stormwater management system.

Please see the attached General Arrangement Plan depicting components of the New Facility.

Natural Gas for the proposed New Facility will be delivered via an interconnection to the existing Algonquin Gas Transmission Company (“AGT”) pipeline located to the northwest of the Facility Site. The new pipeline will be permitted and constructed by Exelon. Additionally, the New Facility will connect to the existing Eversource 115 kV switchyard located on the Site.

**EXHIBIT B**  
**[FORM OF]**  
**FIRST AMENDMENT TO**  
**PAYMENT IN LIEU OF TAXES AGREEMENT**

This First Amendment Agreement (“Amendment”) is entered into as of \_\_\_\_\_, 2017 (the “Effective Date”), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (“Town”) having its offices at 155 Village Street, Medway, Massachusetts 02053 and Exelon West Medway II, LLC, a Delaware limited liability company (“Exelon”) having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348, each individually a “Party” and collectively, the “Parties.”

**RECITALS**

WHEREAS, the Town and Exelon are parties to that certain Payment in Lieu of Taxes Agreement dated May 16, 2016 (“PILOT”); and

WHEREAS, the Parties wish to amend the PILOT as set forth herein.

NOW, THEREFORE, in consideration of the promises, agreements, covenants and benefits contained herein, the Parties hereby agree as follows:

**1. Definitions.** All capitalized terms used in this Amendment have the same meaning given in the PILOT, unless otherwise defined herein.

**2. Amendment to PILOT.**

**2.1 Initial Payment.** The third paragraph of Section 2 (Term) of the PILOT is hereby deleted and replaced in its entirety with the following:

“The initial payment hereunder shall be due in full no later than February 1, 2019. Thereafter, payment shall be made on a quarterly basis.”

**2.2 Payment Years.** The Parties acknowledge and agree that for purposes of the Years listed on the table set forth in Section 3 of the PILOT: (i) the full payment for Year 1, including the CPA Payment Amount, shall be made no later than February 1, 2019; and (ii) Year 2 shall commence on July 1, 2019, Year 3 on July 1, 2020, and so on.

**3. Miscellaneous.**

**3.1 Consistency with Agreement.** This Amendment is intended to be construed harmoniously with the PILOT to the maximum extent possible. In the event that any provision of this Amendment conflicts with the terms of the PILOT, the provisions of this Amendment shall control. Except as specifically set forth herein, the PILOT shall remain in full force and effect.

3.2 **Successors and Assigns.** This Amendment shall be binding upon Exelon, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, the Town and each of their affiliates, parents, successors and permitted assigns.

3.3 **Authorization.** The Parties represent and warrant, as of the date hereof, that the execution and delivery of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each such Party. This Amendment is a valid and binding obligation of the Parties enforceable in accordance with its terms.

3.4 **Counterparts; Scanned Copies.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

# AGENDA

## ITEM #6

**Discussion/Vote – May 8<sup>th</sup> Annual Town Meeting  
Warrant – Articles 23 & 24**

**Associated backup materials attached:**

- Article 23
- Article 24

**Note:** Vote to include referenced articles in the warrant, and vote recommendations.

**ARTICLE 23:** (Land Acquisition: DPS Facility – 0R Crooks St)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of a parcel of land located at 0R Crooks Street, Assessors Map 50, Parcel 50-003, containing 1.5 acres more or less, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be under the management and control of Board of Selectmen for general municipal purposes, and, further, to see if the Town will vote to transfer from available funds or raise and appropriate a sum of money to pay costs of obtaining the property and for the payment of all other costs incidental and related thereto and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** To Be Determined

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 24:** (Land Acquisition: DPS Facility – 13R Chestnut St)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of a parcel of land located at 13R Chestnut Street, Assessors Map 51, Parcel 51-007, containing 0.957 acres more or less, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be under the management and control of Board of Selectmen for general municipal purposes, and, further, to see if the Town will vote to transfer from available funds or raise and appropriate a sum of money to pay costs of obtaining the property and for the payment of all other costs incidental and related thereto and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** To Be Determined

**FINANCE COMMITTEE RECOMMENDATION:**

# AGENDA

## ITEM #7

### Approval – Special Event Permits

- a) Christina Genco Mother's Day Memorial Ride – May 14, 2017
- b) Rooney's Trail Run 5K – June 3, 2017
- c) Annual CF Cycle for Life Ride – October 7, 2017

### Associated backup materials attached:

- Requests for Events
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approve special event permits for the Christina Genco Mother's Day Ride, Rooney's Trail Run and the Cycle for Life events to be held on May 14, June 3, and October 7, 2017 subject to Police Chief's recommendations.



Town of Medway

**BOARD OF SELECTMEN**

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

**PUBLIC EVENT APPLICATION**  
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)

Today's Date: 4/2/2017

Applicant Name: Caroline Genco

Applicant's Organization: Christina Clarke Genco Foundation

Contact Name: Caroline Genco

Address: P.O. Box 610192 Newton MA 02461

Telephone # 617 610 5305 Email: caroline.genco@gmail.com

Event Date and Hours: 5/14/17 8AM- 3PM

Location of Event: (Must provide written permission of property owner)

Starts and ends at Newton City Hall - Ride passes through Medway

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location:

See website - ccgfoundation.org  
- go to Memorial Ride 2017  
- go to Routes

[Attach map of route]

Description of Event and Proposed Activities:

Bicycle Ride - starts in Newton - goes through Medway - Finishes in Medway

Expected Number and Type of Participants (persons, animals, vehicles):

300 Total for 3 Routes

Audience/Spectator Estimate: 4-6

Describe all crowd control, traffic control, or other safety measures:

Police have been notified as in previous years.

Insurance Information:

R. L. Tennant Insurance Agency

Issuing Company:

1149 Washington St Newton 02460

Public Liability Coverage Limit:

Each occurrence 1 million  
general aggregate - 3 million

Requirements:

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

Insurance is as in previous years

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

NOTE: Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

If fundraising:

Provide evidence of non-profit status

Estimated expenses:

N/A

Estimated profit:

N/A

Describe how proceeds will be expended:

Proceeds will be used for Bike Safety Fund - CCG Foundation org

Applicant, By:

Caroline Genco

Signature

Caroline Genco

Print Name, Title

Food Permits - Contact Board of Health for requirements 508-533-3206

Fire Details-Permits - Contact Fire Department for required permits 508-533-3213

Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253

Police Details - Contact Police Department - Safety Officer - 508-533-3212

Workers Compensation Affidavit & Information Page from the Workers Comp. Policy must be submitted before license is issued.



**The Christina Clarke Genco Mother's Day Memorial Ride**  
**Sunday, May 14, 2017**

The 6<sup>th</sup> annual Christina Clarke Genco Mother's Day Memorial Ride will be held on May 14, 2017 to support the Christina Clarke Genco Foundation. The memorial ride will commemorate Christina Genco's life and raise funds for the CCF Foundation. Christina was the Group Leader and was on her second service trip with Bike & Build, riding her bicycle across the U.S. to raise funds and awareness for affordable housing, when a tragic accident took her life at the age of 22. Christina's short journey through life was driven by her passion for helping others. She will always be remembered for her gentle spirit, athleticism, creativity, and commitment to making a difference in the world at such a young age.

**About the CCG Foundation**

CCGF serves the community through several targeted programs and funds raised in the 6<sup>th</sup> Annual Memorial Ride will support the CCF Foundation Safe Bicycling Program:

**Safe Bicycling Program:** CCGF provides bicycle safety education and awareness initiatives for drivers and cyclists, at the local and national levels. Our Greater Boston Safe Bicycling Program works in partnership with local organizations to advance their outreach efforts. These efforts included outfitting of hundreds of bicycles with modern safety lights and lectures on safe bicycling at schools throughout Greater Boston. Our National Outreach Program seeks to identify and support organizations improving safety at the national level. CCGF has supported the Washington [D.C.] Area Bicyclist Association (WABA) to continue research focusing on data and policy analysis of bicycle accident data. We have received funding through the MIT Community Service Fund to further support our Bike Light Handout program and have outfitted more than 300 bicycles with front and rear light sets, making Boston safer for bikers and those who share the roads with them. With this push we plan to grow our bike light handout program such that it will be a core aspect of our bike safety initiative in 2017.

**About the Ride**

The 2012, 2013, 2014, 2015, and 2016 Mother's Day Memorial Rides were a huge fundraising success with hundreds of cyclists and volunteers coming together for a day of family fun, filled with food, live music, prizes, and the joy of giving back to the community. The 2017 Mother's Day Memorial Ride will continue in this tradition and will offer routes of varying distances to appeal to riders of different abilities. The distances of the routes reflect the number 34 in honor of Christina's lacrosse jersey number and include the following rides with staggered start times listed below:

68-mile ride: 7:30 AM  
34-mile ride: 9:00 AM  
17-mile ride: 10:00 AM  
Family ride: 11:00 AM

The Mother's Day Ride will begin and end at Newton City Hall. Landry's will provide overall logistical support.

**Funds raised in the 6<sup>th</sup> Annual Ride will support the CCG Foundation Safe Bicycling Program.**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

**MAR 12 2012**

CHRISTINA CLARKE GENCO FOUNDATION  
INC  
54 LAKEWOOD RD  
NEWTON HIGHLANDS, MA 02461

Employer Identification Number:  
45-2700657

DLN:

17053024422022

Contact Person:

JACOB A MCDONALD

ID# 31649

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
May 31

Public Charity Status:  
170(b)(1)(A)(vi)

Form 990 Required:  
Yes

Effective Date of Exemption:  
August 1, 2011

Contribution Deductibility:  
Yes

Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

**PUBLIC EVENT APPLICATION  
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)**

**Applicant:** Christina Clarke Genco Foundation

**Date:** 4/2/2017

**COMMENTS: FOR TOWN USE ONLY**

**Police/Safety Officer:** \_\_\_\_\_

**BOH** \_\_\_\_\_

**Fire:** \_\_\_\_\_

**Inspection:** \_\_\_\_\_

**Approval:** Yes No

**Conditions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 4, 2017

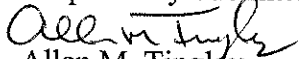
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: CCG Foundation Mothers Day Memorial Ride

I have reviewed the bicycle route mapped out for the CCGF Mothers Day Memorial Ride, scheduled for May 8, 2017. I would approve of the issuing of the permit for this bicycle ride with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the bicycle ride. The two detail officers would be stationed at the intersections of Main and Evergreen Street and Lovering and Holliston Street, to assist the bicycle riders through these two heavily traveled intersections.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

## Request for Special Event Permit

Sponsors; Medway Youth Baseball and Medway Trail Club

Date: June 3rd - Home Run Derby Day

Time: 8 am

Name: Rooney's Trail Run

Route: Final route TBD: 5 km race on trails from Choate to the High School and back, or possibly out on Adams St, Winthrop St, Cassidy Lane. We would like to loop back on the trails if possible, the concern is if we have a big crowd thinning before they runners enter the trails and having people passing on the trail.

Insurance Carrier: Binder on MYB policy

Police detail and EMT detail being discussed with Sgt. Watson and Chief Lynch

Schools: Discussion with Rob Pearl regarding HS use at the time of the race

Thanks,

A black rectangular redaction box covering the signature area.

March 15, 2017

Board of Selectmen  
Ms. Karen Kisty  
Town of Medway Town Hall  
155 Village Street  
Medway, MA 02053

RE: Annual CF Cycle for Life Bicycle Tour, October 7, 2017

Dear Karen:

I am writing to request your approval for the **2017 CF Cycle for Life** to travel through the town of Medway. The event is a single day charity bicycle ride to benefit the Cystic Fibrosis Foundation. Over the past nineteen years, more than \$2 million have been raised by dedicated CF volunteers and participants.

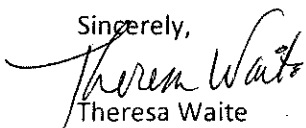
This year's 20th Anniversary ride is scheduled for Saturday, October 7, 2017. The format of the ride is a split start, so 125 65-mile riders will leave Holliston at 8:30 am traveling through various towns and back. 225 30/12-mile riders will leave Holliston at 10:00 am. The event starts and finishes at the Fatima Shrine on Summer Street in Holliston. We offer three routes, 12 30 and 65 miles. All cue sheets are enclosed.

As always, our priority is making the ride as safe as possible by keeping to side roads when practical and providing support to all riders. We anticipate having 350 riders again this year.

Cystic fibrosis is a rare, genetic disease that progressively limits the ability to breathe. To combat this condition, the CF Foundation was founded in 1955 by parents desperate to save their children's lives. Funds raised by riders and sponsors support the efforts of the talented scientists who are racing towards a cure for CF, and who will assure that children and adults fighting CF will lead long and healthy lives.

If you have any questions, please do not hesitate to contact me at the Cystic Fibrosis Foundation in Natick at (800) 966-0444 or email us at [twait@cff.org](mailto:twait@cff.org). Thank you for your past support and your willingness to help this year.

Sincerely,



Theresa Waite  
Senior Director of Development

## 30 MILE ROUTE – (HAYLEE LOOP)

CF Cycle for Life Saturday October 7, 2017



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (MA-27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		<b>MANDATORY REST STOP (Farm Pond, 201 Lake St, Sherborn) *Please check in with volunteers*</b>
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - Cross Bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving MA-115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	<b>OPTIONAL REST STOP (Holliston Senior Center, 150 Goulding St, Holliston)</b>
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.0	27.5	R	Partridge Street
0.1	27.6	BL	Partridge Street
0.1	27.7	R	Lovering Street
0.6	28.3	R	MA-126 N/ Summer Street into Holliston
0.9	29.2	L	<b>FINISH LINE at Fatima Shrine</b> <b>*Please check in with volunteers*</b>

**12 MILE ROUTE – (JENNA LOOP)**  
 CF Cycle for Life Saturday October 7, 2017



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street. Stay on Central Street bearing to the right. (avoiding Fiske Street)
0.9	5.8	L	<b>MANDATORY REST STOP (Lutheran Church, 600 Central Street, Holliston)</b>
			<b>*Please check in with volunteers*</b>
			<b>From Rest Stop:</b>
1.1	6.9	R	Bullard Lane
0.6	7.5	R	Orchard Street (becomes Goulding Street in Holliston)
1.5	9.0	L	Norfolk Street
0.2	9.2	R	Hill Street into Medway
0.9	10.1	L	Winthrop Street
1.0	11.1	R	Partridge Street
0.1	11.2	BL	Partridge Street
0.1	11.3	R	Lovering Street
0.6	11.9	R	MA-126 N/ Summer Street into Holliston
0.9	12.8	L	<b>FINISH LINE at Fatima Shrine</b>
			<b>*Please check in with volunteers*</b>

**Rules of the Road:**

*Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.*

*Communicate with other riders when passing.*

*Use hand signals where possible and never assume a motorist can see you.*

**Remember, safety first!**

*If you need assistance, please wait at roadside and flag down a sagwagon.*

*Don't be shy about asking for help. Dial 911 in an Emergency.*

*Dial **617-592-4392** if you get off the route and cannot find your way back.*



0.9	36.1	R	MA-85 N/Hayden Rowe Street
0.3	36.4		<b>OPTIONAL REST STOP (Cornell's Pub, 229 Hayden Rowe Street, Hopkinton)</b>
0.1	36.5	L	Granite Street
0.8	37.3	R	Lumber Street
2.1	39.4	S	Cross West Main Street; continue on Lumber Street Extension
200 ft	39.4	R	Elm Street
0.7	40.1	L	MA-135 W/Wood Street
2.2	42.3	R	Fruit Street
0.3	42.6	BR	Continue on Fruit Street
2.4	45.0	R	Flanders Road (becomes Southville Rd, then Cordaville Rd)
2.9	47.9	R	Howe Street
0.7	48.6	L	Cross Street
0.8	49.4	R	Stay on Cross Street
0.9	50.3	R	MA-135 W/East Main Street
0.1	50.4	L	Clinton Street
0.4	50.8		<b>MANDATORY REST STOP (Legacy Farms, Clinton St.) *Check in with volunteers*</b>
1.1	51.9	BR	Stay on Clinton Street (becomes Mill Street in Holliston)
1.7	53.6	R	Prentice Street (becomes Ash Street in Hopkinton)
1.7	55.3	L	South Mill Street (becomes Wilson Street in Holliston)
1.3	56.6	L	Hanlon Street
0.6	57.2	R	Marshall Street
0.7	57.9	BL	Courtland Street
0.8	58.7	S	Cross MA-16 onto South Street
0.7	59.4	L	Fisher Street
0.2	59.6	L	Stay on Fisher Street into Medway
1.6	61.2	L	MA-109 E/ Milford Street
0.6	61.8	L	MA-126 N/ Summer Street into Holliston
2.4	64.2	L	<b>FINISH LINE (FATIMA SHRINE) *Check in with volunteers*</b>

### **Rules of the Road:**

*Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.*

*Communicate with other riders when passing.*

*Use hand signals where possible and never assume a motorist can see you.*

**Remember, safety first!**

*If you need assistance, please wait at roadside and flag down a sagwagon.*

*Don't be shy about asking for help. Dial **911** in an Emergency.*

*Dial **617-592-4392** if you get off the route and cannot find your way back.*

## 65 MILE ROUTE

CF Cycle for Life Saturday October 7, 2017



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (Rt. 27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		<b>OPTIONAL REST STOP (Farm Pond, 201 Lake St, Sherborn)</b>
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - cross bridge
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2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving Rte 115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	<b>MANDATORY REST STOP (Holliston Senior Center, 150 Goulding St, Holliston) *Check in with volunteers*</b>
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.6	28.1	R	Adams Street
1.0	29.1	L	MA-126 S/ Summer Street
1.0	30.1	R	MA-109 W/ Milford Street
1.6	31.7	R	Clark Street (turns into South Street in Holliston)
1.3	33.0	L	Rockland Street
0.3	33.3	S	Cross MA-16 onto Adams Street
0.0	33.3	R	Adams Street
1.9	35.2	L	Hanlon Road (turns into College St in Hopkinton)



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 4, 2017

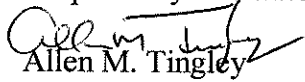
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: CF Cycle for Life

I have reviewed the bicycle route, mapped out for the CF Cycle for Life Bicycle Ride, scheduled for October 7, 2017. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the riders and the movement of traffic during the bicycle ride.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

# AGENDA

## ITEM #8

### One-day Liquor License Requests for Events to be Held at Thayer Homestead

- a. Wendy Kraus – April 30, 2017
- b. Theresa McEachern – May 6, 2017
- c. Jessica Friswell – May 7, 2017
- d. Jonathan Dick – May 13, 2017

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

- Applications
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approve one day liquor licenses for Wendy Kraus, Theresa McEachern, Jessica Friswell and Jonathan Dick for events to be held at Thayer Homestead on April 30, May 6, May 7, and May 13, 2017 subject to Police Chief's recommendations and proof or appropriate insurance coverage.

**Board of Selectmen**

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



**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

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

MGL c.138, §14

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

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

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

There is no fee for this license.

*\*Pre mixed punches*

All Alcohol  Wine and Malt

Event Bridal Shower Event Date 4/30/17

Name of Organization/Applicant Wendy Krauss



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

Event Location Thayer Homestead

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

Is event open to the general public? Y  N  Estimated attendance 75-80

Will there be an age restriction? Y  N  Minimum age allowed: 16

How, where and by whom will ID's be checked? Special Occasion Servers - bar tender

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

Alcohol server(s) (Attach Proof of Alcohol Server Training) Special Occasion Servers  
Starr Kelley - certificate on file

Provisions for Security or Detail Officer \_\_\_\_\_

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

Experience see above

**The following may be required:**

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

Applicant's Signature Wendy Krauss Date of Application 3/20/17

Applicant's Name (Please Print) Wendy Krauss

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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 4, 2017

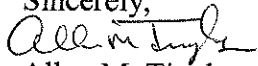
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Wendy Krauss for a one day alcohol license for a bridal shower, to be held at the Thayer House, June 30, 2017. I approve of the issuance of this one day alcohol license with the stipulation that there will be no on-street parking on Mechanic Street and Oak Street. Alcohol service will be provided by Special Occasion Servers

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

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

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

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol  Wine and Malt

Event 60<sup>th</sup> Birthday Party

Name of Organization/Applicant THERESA MCEACHERN



Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 5-6-17

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

Is event open to the general public? Y  N

Estimated attendance 90

Will there be an age restriction? Y  N

Minimum age allowed: 21



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

Is there a charge for the beverages? Y  N

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

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

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

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

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

Experience TIPS CERTIFICATION \_\_\_\_\_

The following may be required:

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

Date of Application \_\_\_\_\_

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

Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 4, 2017

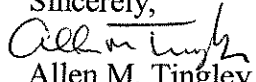
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- 60th Birthday Party

I have reviewed the request from Theresa McEacherns for a one day wine and malt license for a 60th birthday party, to be held at the Thayer House, 2B Oak Street, on May 6, 2017. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt are purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

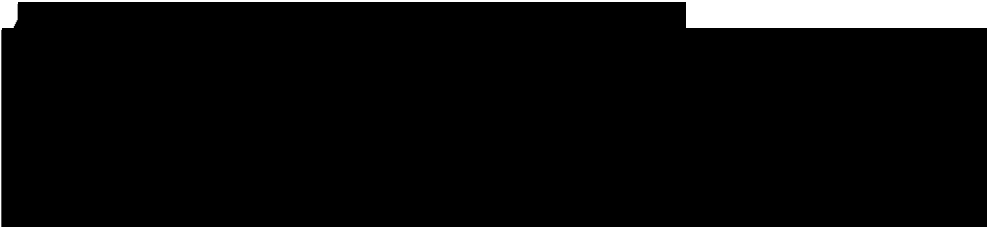
Application must be submitted at least two weeks prior to event.

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

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

Event Bridal shower

Name of Organization/Applicant Jessica Friswell



Non-Profit Organization?  N  Y

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 5/7/17

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 11am-2pm

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

Estimated attendance 40 people

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

Minimum age allowed: 21

How, where and by whom will ID's be checked? all invited guests are over the  
age of 21. The hostess and 2 friends are TIPS certified.

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

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

Provisions for Security, Detail Officer n/a

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

Experience \_\_\_\_\_

The following may be required:

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

Date of Application ~~4/2/17~~ 4/6/17

Applicant's Signature Jessica Friswell

Applicant's Name Jessica Friswell



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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 8, 2017

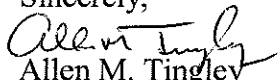
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Jessica Friswell for a one day wine and malt license for a bridal shower, to be held at the Thayer House, May 7, 2017. I approve of the issuance of this one day alcohol license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street. A responsible adult, with some knowledge of Mass alcohol laws will be checking ID's of individuals served alcohol at this event.

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

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

Event Wedding + Reception Event Date May 13, 2017

Event Location Thayer Homestead Hours 4-10pm (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant Jonathan Dick

Address and Phone Number redacted

Non-Profit Organization? Y \_\_\_\_\_ N [checked] (If yes, attach non-profit certificate of exemption)
TAX ID# \_\_\_\_\_ (if applicable)

Is event open to the general public? Y \_\_\_\_\_ N [checked] Estimated attendance 75

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

How, where and by whom will ID's be checked? Bartender from The Bartending Service of NE.

Is there a charge for the beverages? Y [checked] N \_\_\_\_\_ Price structure: mixed - \$6-
Wine - \$5-
Beer - \$4-
Soft Drinks - \$2-

Name of Alcohol server(s) (Attach Proof of Alcohol Server Training)

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

Experience \_\_\_\_\_

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

The following may be required:

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

Applicant's Signature Jonathan Diez Date of Application 4-7-17

Applicant's Name Jonathan Diez

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

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

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

Board of Health \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

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



# Medway Police Department

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Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 8, 2017

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – Wedding and Reception (Dick)

I have reviewed the application for the <sup>one</sup> day liquor license request for the wedding reception scheduled for May 23, 2017 at the Thayer House.

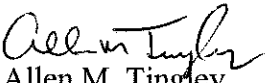
I approve of the issuing of the permits with the following condition.

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

The serving of the beer, wine and alcoholic beverages will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license.

A Bartender from the Bartenders Service of N.E will be handling the serving of alcoholic beverages at this event.

Respectfully Submitted

  
Allen M. Tingley  
Chief of Police



# **AGENDA**

## **ITEM #9**

### **Action Items from Previous Meeting**

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

- Action Items List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	10/17/2016	Benches at memorial park across from Police Station	TA/DPS	
7	12/5/2016	Urban Renewal Plan submission to State	Redevel. Authority	

# **AGENDA**

# **ITEM #10**

## **Approval of Minutes**

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

- December 19, 2016 Draft Minutes
- January 17, 2017 Draft Minutes

1 Board of Selectmen's Meeting  
2 December 19, 2016 – 7:00 PM  
3 Sanford Hall, Town Hall  
4 155 Village Street  
5  
6  
7

8 Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk (7:30 PM);  
9 Dennis Crowley, Member; John Foresto, Member.

10  
11 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;  
12 Richard Boucher, Director, Information Technology; Tom Holder, Director, Department of Public  
13 Services; Armand Pires, Superintendent of Schools; Mary Becotte, Communications Director.

14  
15 Others Present: State Representative John Fernandes; State Representative Jeffrey Roy; Doug Havens,  
16 Affordable Housing Coordinator; Andy Rodenhiser, Chair, Planning and Economic Development Board.

17  
18 \*\*\*\*\*  
19

20 At 7:00 PM Chairman Trindade called the meeting to order. At this time, Chairman Trindade welcome  
21 Scout Troop 367 and their leader Don Pineiri. Scout Leader Pineiri stated that the troop is working on  
22 the Merit badge. Scouts must observe a meeting and discuss it afterwards. Chairman Trindade invited  
23 the troop to lead those assembled in the Pledge of Allegiance.  
24

25 Chairman Trindade briefly explained how the meeting agenda posting process works, noting that it allows  
26 viewers to pick and choose the items they are interested in. They may watch the live broadcast from  
27 home or they may decide to attend the meeting. He described items that are typical agenda items for the  
28 Selectmen, quorum requirement, how voting works, and so forth.  
29

30 **Public Comments**

31 Mr. Liam McDermott, 39 Populatic Street, requested that someone please look at some of the crosswalks  
32 on Route 109. We knew that the road was going to be torn up. Lincoln Street and Cottage Street  
33 crosswalks are either incomplete due to new asphalt or are so worn out that the striping no longer appears.  
34 He asked if those could be marked again when weather permits.  
35  
36

37 **Presentation – SAFE Coalition Update – Representative Jeffrey Roy**

38 *There were no background materials.*  
39

40 State Representative Jeff Roy reported that this presentation is an outgrowth of a conversation with  
41 Selectman Foresto. There are a lot of folks from the community who are helping us out. Mr. Ryan  
42 Orego in the front row is a Medway resident and my new aide at the State House.  
43

44 The Coalition began in 2014. Communities all over the country are dealing with substance abuse issues.  
45 He briefly described how the group got started and its evolution over the past couple of years. It works  
46 out of the district courts, and this one operates out of the Wrentham District Court. It is typically  
47 comprised of public safety officers, usually police and fire chiefs, as well as others. Mr. Jordan Wornick  
48 is a Medway resident, former associate dean of the University of Maryland Medical School and Secretary  
49 of the SAFE Coalition. Ms. Dot Pearl at Medway High School as well as Dr. Pires, Superintendent of  
50 Schools also participate. We have a Board of Directors as well as a Board of Advisors and are a 503c3  
51 entity. Working through these communities with officials, social workers, and others, education on

1 substance abuse is a critical piece of our efforts. We provide treatment access. Early on we learned that  
2 people did not know who to turn to in the event of a crisis in the home. People needed resources and  
3 support services which did not exist two years ago. There are support groups on varying nights of the  
4 week.

5  
6 One of our new initiatives is the development of a Resource Manual which was designed for first  
7 responders upon arrival at a home in crisis. Representative Roy briefly described how they put it  
8 together and the way they gathered procedural information and contact information.

9  
10 Mr. Jim Derick stated he is a Franklin resident and reported that he came to SAFE first as a visitor to a  
11 presentation following his son's overdose and car accident. He described the process as a maze in trying  
12 to find resources and support. As an audience member, he decided to get involved. The booklets are  
13 bright green so they don't get buried in a pile of paperwork.

14  
15 Continuing, Mr. Derick spoke briefly about the Hot Line, a confidential service. We will locate treatment  
16 for substance abuse disorder. We will support people with questions about health insurance including  
17 MassHealth. We will make assessments, and most important, provide information on Chapters 12 and 35  
18 of Mass General Laws. We can provide assistance in getting Narcan. We find that people are finding  
19 access to treatment easy through this gateway. At this time, he gave an address in Franklin where Narcan  
20 is available in addition to local pharmacies, adding that instructions for its use as well as training will be  
21 provided. Mr. Derick is the current SAFE Coalition President.

22  
23 Representative Roy reported that \$50,000 has been allocated for this program. He attributed valuable  
24 help came from Representative Fernandes and Senator Spilka.

25  
26 Representative Fernandes emphasized how important this group is, highlighting Mr. Derick's energy and  
27 passion to help other people in the face of his own situation. Some communities have someone like Jim;  
28 others don't. We are all very proud of what they have in Franklin. Mr. Derick noted that none of this  
29 could happen without leadership from Representative Fernandes and Representative Roy. He added that  
30 he used to be cynical about government, but has a completely different perspective now.

31  
32 Responding to a question from the Board, Mr. Wornick announced an email address where people can  
33 request information: [info@safecoalition.com](mailto:info@safecoalition.com) He reported that they have also launched a social media  
34 program. If interested persons can accept emails from the program, they will be able to spread the work  
35 without additional participation.

### 36 37 **Recognition – State Representative John Fernandes**

38 *There were no background materials.*

39  
40 At this time, Chairman Trindade asked State Representative John Fernandes to come forward, noting  
41 many of his accomplishments and how hard he worked while representing the Town of Medway. Mr.  
42 Fernandes did not seek reelection and is retiring. Chairman Trindade thanked Mr. Fernandes for his  
43 tireless efforts for Medway residents

### 44 45 **Presentation by MetroWest Collaborative Development – Glen Brook Way Local Initiative Plan** 46 **Application**

47 *The Board review the following information: (1) Local Initiative Plan Application; (2) Rationale for*  
48 *Local Preference from Ann Sherry - Medway Community Housing Trust Chair; and (3) Draft Letter of*  
49 *Support from Glenn Trindade, Board of Selectmen Chair*

1 Present: Doug Havens, Affordable Housing Trust; Jennifer Van Campen, Executive Director;  
2 MetroWest Collaborative Development.

3  
4 Ms. Van Campen introduced herself, stating that MetroWest Collaborative Development works with  
5 communities. Developing this site would create a Safe Harbor which would prevent unfriendly 40B  
6 projects. We would be the entity to present the Local Initiative Application. Once this project is  
7 deemed eligible, it would come back to the Zoning Board of Appeals and Planning Board. After the  
8 project has successfully secured necessary permits, we would then locate funding.

9  
10 Chairman Trindade explained for viewers how this kind of process works, and who they meet with at  
11 Town Offices. He noted that in all the background checks the Town did on we have done on MetroWest  
12 Collaborative Development, there has never been a bad report.

13  
14 Ms. Van Campen began her presentation with a site plan, describing the area as close to wetlands, yet the  
15 proposed plan is successful in keeping outside of the 200-foot riverfront setback for the most part. There  
16 will be a walking path which will go through the rear grassy area. Structures will have a Victorian feel  
17 with porches and gabled rooflines, porches. She noted that they hope to be able to provide either a porch  
18 or balcony for every apartment. A landscape plan has not been developed yet. As they move earth  
19 around the site, we may unearth boulders that can be used in landscape design.

20  
21 Chairman Trindade remarked that it was his understanding that each unit will have a basement for  
22 washer/dryer and storage. There is already a playground built into these plans and a covered area for a  
23 bus stop. This project will be right across from the entrance to the Eversource facility on West Street.

24  
25 Continuing, Ms. Van Campen stated that they are proposing a mix of one-, two- and three-bedroom units,  
26 though most will be two-bedroom. The required number of parking spaces is for 72 vehicles which will  
27 be provided.

28  
29 Turning her attention to the required paperwork, Ms. Van Campen stated that the project will only gain  
30 support for funding from the state if the Town also contributes funding. Chairman Trindade reported that  
31 \$50,000 is available which will be released once the Board of Selectmen signs off on the application.

32  
33 Ms. Van Campen confirmed that 61% of the site will continue to be open space. The rent for a one-bedroom  
34 unit will be \$994, two-bedroom \$1192, and the three-bedroom \$1377. These will likely not be built for a  
35 couple of years so the numbers will go up somewhat. Tax credits will play a large part in the funding  
36 formula. There are more applications submitted than there are credits available. Additionally, there may be  
37 some waivers involved. Once the list is prepared, it will be forwarded to the Town.

38  
39 Selectman Foresto asked what was happening with the American Legion Post property. Mr. Havens  
40 responded that the project is out for proposals now. Chairman Trindade added that one of the respondents  
41 is MetroWest. If the project is fewer than 20 units, it will not be considered for tax credits. Some sites  
42 will not support large buildings or number of units as it would be too dense. If we combine the legion  
43 property with this project, we can get it done at a lower cost for a total of 60 units.

44  
45 Selectman Crowley stated that he likes the fact that they are rental units as it is difficult to find eligible  
46 people for ownership.

47  
48 Selectman Crowley noted that he will support the Town contribution. It will not be coming out of  
49 general fund, but the Affordable Housing Trust and from Affordable Housing within Community  
50 Preservation Committee. If the Town is going to contribute funds, he would like to see it go toward

1 more than 48 units. Mr. Havens reminded Board members that the Community Preservation Committee  
2 funds are earmarked for housing, but Town Meeting has to vote on their use.

3  
4 Responding to a question from Selectmen Crowley, Ms. Van Campen stated that if things go very  
5 smoothly, the project could be shovel ready in 2019. Selectman Crowley emphasized that it is important  
6 to note that the Town's infrastructure for water and sewer is pretty tight in that area.

7  
8 Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board, stated he and the Board are in  
9 favor of the project.

10  
11 **Selectmen Foresto moved that the Board support the Glen Brook Way local initiative plan**  
12 **application and submit a letter of support as requested; Selectman D'Innocenzo seconded. No**  
13 **discussion. VOTE: 5-0-0.**

14  
15 **Approval – Agreement with Kleinfelder for Phase II of IWRMP (Integrated Water Resource**  
16 **Management Plan)**

17 *The Board review the following information: (1) Memorandum from the Director of Public Services; (2)*  
18 *Contract, approved June 19, 2012; (3) Letter of Understanding – Kleinfelder; and (4) Gantt Chart.*

19  
20 Present: Tom Holder, Director of Public Services; Kristen Ryan, Kleinfelder.

21  
22 Mr. Holder reported that the early tasks have been completed, spending \$82,000 of the \$500,000 set aside  
23 for this project. The Stormwater Regulations MS4 Permit will come into effect in early 2017. We have a  
24 good understanding of the work that will need to be done, and we are prepared to move forward with this  
25 integrated plan. Every drop of water that falls as rain impacts all areas of water. Hence, the name  
26 integrated. At this time, we want to enter into the Letter of Understanding with Kleinfelder. Brief  
27 discussion followed.

28  
29 Selectmen Crowley stated that several people met with Mr. Holder and Ms. Ryan to ask questions, noting  
30 that his main concern is that the EPA regulations are an unfunded mandate. Are we doing to do  
31 something that will become something that has to be undone or changed in the next five years? He added  
32 that this is something the Town needs to do whether or not it is changed along the way so we should do  
33 all three pieces. Selectman Foresto concurred that it is good to have a plan. When Mr. Holder came to  
34 Medway, there was no plan. This is a great idea.

35  
36 **Selectman Foresto moved that the Board approve the agreement with Kleinfelder for Phase II of**  
37 **the integrated water resource management plan as presented; Selectman D'Innocenzo seconded.**  
38 **No discussion. VOTE: 5-0-0.**

39  
40 At this time, Chairman Trindade announced that Mr. Holder will be leaving the Town of Medway to take  
41 a position with the Town of Wayland. Tom had been here with the Town of Medway for seven years and  
42 has done a tremendous job with our Water and Sewer Department, bringing a level of professionalism  
43 along with his expertise. Mr. Holder responded that he appreciates all the support that is extended to the  
44 whole team in the Department of Public Services.

45  
46 **Public Hearing (8:00 PM) Retail Liquor License Request – T. C. Scoops**

47 *The Board reviewed an Application for Alcohol License.*

48  
49 **At 8:05 PM Selectman Foresto moved that the Board open the public hearing on TC Scoops liquor**  
50 **license request; Selectman White seconded. No discussion. VOTE: 5-0-0.**

1  
2 Present: Tina Chemini, owner and operator; Andrew McCarthy, attorney.  
3

4 Attorney McCarthy stated that the applicant has changed the application to be an All Alcohol or Beer and  
5 Wine. We are applying for All Alcohol, but Ms. Chemini only wants to do wine and cordials to  
6 accompany menu items. Additionally, we have 250 signatures in favor of the application as well as a  
7 description of a similar venture in another community whose license was approved in 2015.  
8

9 Continuing, Mr. McCarthy stated that there is plenty of space for private parties at this location. The  
10 owner has doubled the size of available space. There is no expectation that additional vehicular traffic  
11 will be generated. Ms. Chemini has supported many community activities, and her reputation in town is  
12 outstanding. He acknowledged that the Board expressed concern that there may be a lot of children at  
13 this restaurant while alcohol would be served. Ms. Chemini has kept track over the past month and  
14 approximately 50% of the patrons came in with children. Mr. McCarthy pointed out that every Medway  
15 restaurant with a liquor license serves patrons accompanied by children.  
16

17 Based on the criteria set forth in Mass General Laws, it was noted that there is nothing on which the  
18 Board can effect a denial. The servers will become TIPS certified if the license is approved. The menu  
19 for cocktails is limited.  
20

21 The hours would be 2 PM – 9 PM on Sundays, 11 AM – 9 PM on weekdays during summer. Mr.  
22 McCarthy read off other hours of operation from the restaurant's Ice Cream Libations brochure. The  
23 entrances will be monitored so that Ms. Chemini can see the front and rear doors. Glasses containing  
24 alcoholic beverages will be different from those serving non-alcohol beverages.  
25

26 Selectman White asked if there would be more food so that it would be more of a restaurant than an ice  
27 cream parlor. Mr. McCarthy responded that Ms. Chemini offers pies and cakes, but is not going to full  
28 service restaurant. Only a few more items may be added.  
29

30 Selectman Crowley expressed concern that the Town needs to be assured that the primary purpose is to  
31 serve ice cream liquors when a full liquor license will be in place. Is there a way that that the Board can  
32 restrict the license? It was noted that the Board would have the ability to deny a license transfer should  
33 that occur in the future. Discussion followed. Regarding the safety of children in the restaurant, it is the  
34 parent's responsibility to monitor their alcohol consumption when they are with their children.  
35

36 Mr. Boynton pointed out that the ability of the Board is to apply what the Board believes would be  
37 reasonable conditions. If the applicant does not accept the conditions, she can appeal to the ABCC. It  
38 would seem that is a good justification to continue the hearing.  
39

40 Chairman Trindade explained that there is a limited number of full liquor licenses available per community  
41 while there is a different set of rules and requirements for Beer and Wine licenses. A third option is a  
42 license for Beer and Wine with Cordials; however, each community needed to adopt that statute. Medway  
43 never adopted the statute so we cannot offer that kind of license to her. If we adopt the statute at a Special  
44 Town Meeting, that kind of license may then be available to all Medway businesses.  
45

46 Brief discussion followed. It was noted that the Board has 30 days from the date of the application in  
47 which to make a decision. Mr. Boynton stated that the Board could close the hearing tonight, or continue  
48 it in order to gather further information. The hearing could be continued until January 3.  
49



1 Selectman D’Innocenzo asked for clarification on the floor plan, specifically, once food and drink is  
2 ordered and picked up, is there a special place that patrons must sit. Mr. McCarthy responded that  
3 patrons may sit anywhere once their order is ready.  
4

5 Mr. Boynton noted that out of the fourteen available All Alcohol Licenses, the Town has issued nine.  
6 With regard to Wine and Malt Licenses, there are five allotted for Medway, and only one has been issued.  
7

8 Chairman Trindade suggested that the Town Administrator check with the ABCC to ascertain, if Medway  
9 was to adopt the statute to allow Beer and Wine and Cordial Licenses, how many licenses would Medway  
10 be allowed to issue. What is the timeframe under which we could approve and then issue the license?  
11 Selectman White asked the applicant if that is the kind of license they would prefer, a Beer and Wine and  
12 Cordial License. Yes, that was our original plan.  
13

14 It was noted that keeping the hearing open allows time to gather info and determine what the process  
15 needs to be from the ABCC. Mr. Boynton stated he will seek answers to these questions. He will also  
16 draft a list of conditions that would be agreeable both to the Board and the applicant.  
17

18 Selectman Crowley asked about the store employees. If anyone under 18 opens the store, are those  
19 liquor bottles accessible? No, there will be someone over 18 there at all times.  
20

21 At this time. Chairman Trindade stated that the Board received comments via email. He now asked if  
22 there was anyone from the public who now wished to speak.  
23

24 Mr. Andy Rodenhiser, 104 Fisher Street, stated that he spoke at the last hearing in favor of the license  
25 being granted. He added that “Tina does a great job on our Economic Development Committee, and she  
26 is trying to support what is considered a seasonal business on a full-year basis”. The restaurant’s location  
27 is in a mall that needs small businesses such as hers.  
28

29 Mr. Paul Yorkis, 7 Independence Lane, stated that he knows Ms. Chemini personally and has also been a  
30 patron. This is an innovative concept, adding hot dogs to her menu, and this is another facet of that. We  
31 need successful small businesses and should support innovative ideas. Very much in favor of the license.  
32

33 Bryan Adams, 2 Milford Street, stated that the Medway Democrats have moved their meeting to this  
34 location, noting that he has known Ms. Chemini for a long time and truly appreciate what she does for the  
35 Town. 100% in favor of granting the license.  
36

37 Alyssa Rodenhiser, 7 Dover Lane, noted that, as a parent, she knows that she has to take responsibility for  
38 her actions. If the servers are TIPS certified, you have to trust the parent that they know what they are doing.  
39

40 Liam McDermott, also a customer of Tina’s, stated that Ms. Chemini is very supportive of the community  
41 and has hosted fundraisers for all kinds of things. Definitely in favor of her getting the license.  
42

43 Kathleen Yorkis stated that she has been a customer and very proud that Ms. Chemini chose Medway in  
44 which to start her business. She has supported us in many organizations, and also in favor.  
45

46 Kelly O’Rourke theorized that she did not think there would be an issue if the restaurant name did not  
47 include the word “Scoops”. We need to support local businesses so they can be as successful as possible.  
48

49 Mr. Boynton will meet with the applicant and attorney on Wednesday.  
50

1 **At 8:40 PM Chairman Trindade moved to continue the public hearing until 8:00 PM on Tuesday,**  
2 **January 3, 2017; Selectman White seconded. No discussion. VOTE: 5-0-0.**

3  
4 **Presentation – ClearGov (Web-based Financial Reporting Tool)**

5 *The Board reviewed a PowerPoint presentation.*

6  
7 Present: Chris Bullock, Founder of ClearGov; Richard Boucher, Director, Information Technology.

8  
9 Chairman Trindade stated that this tool is designed to let taxpayers know where their money is going.  
10 We had a presentation about a month ago, and this is the product we hope will go forward. It could be  
11 called a financial transparency center.

12  
13 Mr. Bullock began by stating that, over the past few years, the average interest of the taxpayer in how  
14 their taxes are spent has dramatically changed. He noted that his personal experience found information  
15 on his town's website that was confusing and technical. While we feel the effort for transparency is well-  
16 placed, it needs to be understandable and functional.

17  
18 Utilizing a PowerPoint presentation, Mr. Bullock demonstrated how one would access Medway's  
19 information such as demographics, revenue analysis, revenue per capital, and compared to other  
20 communities of similar sizes. It could also breakdown the budget into smaller units. Overall it provided  
21 the ability to drill down into other categories of information.

22  
23 Selectman Foresto asked where the data comes from. Mr. Bullock responded that it comes from a variety  
24 of sources including the US Census Bureau, school sources, assessing information, etc.

25  
26 Chairman Trindade asked if the staff will be spending time gathering this information. Mr. Bullock  
27 responded that they would ask for an export of financial data from MUNIS. We take it and format it and  
28 upload it into our database. We map the accounts in the system to one in ours, and the list is reviewed  
29 and approved by your staff. Once that mapping is done, it is easy to update. Something that would take  
30 time is the addition of clarifying comments on each page. Budgeted figures can be added as well.  
31 Numbers can be hidden until the budget is ready to be made public, then it would be active. We can  
32 compare Medway's information to similar information from other communities.

33  
34 Mr. Bullock added that there is a school side as well. They have to report such detailed data that we get  
35 their whole database. He demonstrated how to access some areas of the website.

36  
37 Services are available in a Town Package or a Town plus School Package. Responding to a question  
38 from Selectman White, Mr. Boynton stated there is no downside to it. Discussion followed on including  
39 the Schools. Chairman Trindade stated that the Board does not need the Schools' approval as it is all  
40 Town funds. It is an 18-month contract for Town Plus School at a cost of \$10,800 or only the Town  
41 Package for \$6,750 for 18 months. Discussion followed.

42  
43 Chairman Trindade expressed concern that posting this information may lead to a lot of questions from  
44 residents. This would be easier for the Town to provide this information to the public in an organized,  
45 understandable format. Mr. Bullock responded that this information is not only for the public but is also  
46 useful for boards, Selectmen, etc.

47  
48 Mr. Boynton asked the Board to authorize the Town Administrator to enter into a purchase plan with  
49 ClearGov for the municipal side. Selectman Crowley asked why the schools should not be included. Mr.  
50 Bullock clarified that they can add the schools quickly while the municipal information is mapped.  
51 Selectman Crowley theorized that it would be good to proceed slowly and take the extra time.

1  
2 **Selectman Foresto moved that the Board authorize the Town Administrator to move forward with**  
3 **an agreement with ClearGov for the municipal side while working with the schools on their**  
4 **inclusion; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

5  
6 **Easement Acceptance – 9 Marc Road:**

7 *The Board review the following information: (1) Memorandum from the Planning & Economic*  
8 *Development Coordinator; (2) Map of Proposed Easement; and (3) Grant of Easement.*

9  
10 **Selectman D’Innocenzo moved that the Board accept a grant of easement from Ellen Rosenfeld,**  
11 **Trustee of the Ellen Realty Trust, to convey to the Town of Medway, a perpetual easement in, over,**  
12 **under, through, across, upon and along an approximately 15,579 sq.ft. portion of 9 Marc Road**  
13 **(Medway Assessor Parcel Number 32-027) as shown on the 9 Marc Road Right-of-Way Plan of Land**  
14 **in Medway, MA, Prepared by Paul J. DeSimone, dated September 15, 2016, for all purposes for**  
15 **which public roads and ways are commonly used in the Town of Medway; Selectman Foresto**  
16 **seconded. No discussion. VOTE: 5-0-0.**

17  
18 **Approval – Adopt Partial Easement Release at 15 Tulip Way**

19 *The Board reviewed an Agreement.*

20  
21 **Selectman Foresto moved that the Board adopt the partial release of the Town’s drainage easement**  
22 **at 15 Tulip Way as shown on a plan entitled “New Easement Line Plan of Land in Medway, MA,**  
23 **Owner: Carlo & Jacqueline Cautilli, 15 Tulip Way, Medway, MA, 02053” dated August 12, 2016;**  
24 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

25  
26 **Consideration of Appointments -- Debi Rossi – Capital Improvement Planning Committee; Dayna**  
27 **Gill – Con Com**

28 *The Board reviewed the following information: (1) Resume from Debi Rossi; and (2) Resume from Dayna*  
29 *Gill.*

30  
31 **Selectman Foresto moved that the Board appoint Debi Rossi to the Capital Improvement Planning**  
32 **Committee for a term to expire June 30, 2021 and Dayna Gill to the Conservation Commission for**  
33 **a term to expire June 30, 2020; Selectman D’Innocenzo seconded. The remaining vacancy on the**  
34 **Conservation Commission has been advertised. VOTE: 5-0-0.**

35  
36 **Appointments – Records Access Officers (New Public Records Law Effective January 1)**

37 *The Board reviewed a Memorandum from the Assistant Town Administrator.*

38  
39 *The beginning steps of the implementation of the new Public Records Law. The first thing that we will*  
40 *do is that Mary will be our primary Records Access Officer, and there will be a secondary one. There*  
41 *will be a major undertaking to insure compliance to the new law. Our plan is to put as much information*  
42 *online as possible. We will log public records requests outside of those for birth certificates, death*  
43 *certificates and other vital records.*

44  
45 **Selectman D’Innocenzo moved that the Board appoint the Communications Director as Records**  
46 **Access Officer, and The Police Chief, Fire Chief and DPS Director as secondary records access**  
47 **officers as requested; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

48  
49 **Recognition Discussion – Holliston and Main Street Corner:**

50 *Mr. Boynton stated that Rosetti’s Restaurant had been a landmark in Medway for years, noting that the*  
51 *police could go in and cook food on night shift as they had a key. Selectman White added that when she*

1 was in high school she and her friends used to hang out there. She suggested naming the intersection  
2 Rosetti's Corner.

3  
4 Chairman Trindade asked about the process. Mr. Boynton responded that, as road commissioners for the  
5 Town, the Board can put forward a recognition plaque honoring any individual. It is within the Board's  
6 purview to designate that location as Rosetti's Corner. He suggested that they work collaboratively  
7 with the Route 109 team to find a good place for it as the road will be under construction in the coming  
8 months.

9  
10 Brief discussion followed on researching the area, history of Mr. Rosetti, etc. while the road is under  
11 construction. Mr. Boynton suggested inviting the family in for the meeting when it will be voted or  
12 presented. Let's reach out to the family for the appropriate meeting night.

13  
14 The Board postponed its vote on this matter.

15  
16 **Approval – One-day Liquor License Requests**

17 *The Board reviewed Applications and Police Chief recommendations for the following events scheduled*  
18 *for the Thayer Homestead: (1) Sara Bond & Drew Gavin - December 31, 2016; (2) Ann Hurwitz Carey –*  
19 *December 26, 2016; and (3) Carolyn & Andrew Moring – January 8, 2017.*

20  
21 **Selectman Foresto moved that the Board approve one-day liquor licenses for Sara & Drew Bond,**  
22 **Ann Hurwitz Carey, Ann Hurwitz Carey, and Carolyn & Andrew Moring for their events to be**  
23 **held at the Thayer Homestead on December 21, 2016, December 26, 2016, and January 8, 2017**  
24 **subject to police Chief's recommendations and proof of appropriate insurance coverage; Selectman**  
25 **D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Action Items**

28 *The Board reviewed the Action Items List.*

29  
30 Regarding the Urban Renewal Plan, Mr. Boynton reported that he talked with Ms. Stephanie Mercandetti  
31 this afternoon who reported that they are waiting for final comments from their committee. Draft  
32 comments should be ready in a couple of meetings.

33  
34 **Approval of Warrants**

35 *The Board reviewed Warrants 17-26 and 17-26S.*

36  
37 Selectman D'Innocenzo, Clerk, read aloud Warrants 17-25, dated 12/15/16 and 17-26S, dated  
38 12/22/16, presented for approval:

39

40	17-26S School Expense	\$	80.16
41	17-26 Town Expense		1,292,962.24
42	17-25P Town Payroll		401,928.57
43	17-25P2		<u>84.04</u>
44	TOTAL		\$1,695,055.01

45

46 Selectman Foresto moved that the Board approve the Warrants as read; Selectman White seconded. No  
47 discussion. VOTE: 5-0-0.

48  
49 **Approval of Minutes**

50 The Board postponed review of draft minutes from September 6, 2016 and September 19, 2016.

1 **Town Administrator's Report**

2 Mr. Boynton apologized that he read the wrong name of an officer appointed as a police officer. The  
3 correct name is Carl Shepherd instead of Anderson.

4  
5 Sue Ellis has announced she is retiring. There is a desire to have a joint solution for Human Resources  
6 between the Town and School Department, and we have accomplished that. Katheryn Bird (currently at  
7 the schools) will be coming over to the Town to be the new Human Resources Coordinator. We are  
8 reorganizing the department. She will remain an integral member of the leadership team at the schools.

9  
10 Mr. Boynton announced that Tom Holder will be leaving as DPS Director. We are advertising now. Ms.  
11 Potter will chair the screening team comprised of the Police Chief, a member of the Board of Selectmen,  
12 and the Town Administrator from Bellingham.

13  
14 Providing an update on the Veterans District, Mr. Boynton stated he needs the Board to vote to continue  
15 its membership in the Veterans District and appoint the Town Administrator as the Medway  
16 Representative. We are looking at the bylaws in order to add a secondary representative who could  
17 represent Medway in the time of emergency such as Michael's medical leave of absence.

18  
19 **Selectman Foresto moved that the Board extend Medway's participation in the Veterans District**  
20 **and, further, to appoint the Town Administrator as Medway's Representative; Selectman**  
21 **D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

22  
23 Mr. Boynton reported that the Veterans Agent John Givner will be stepping down as well. That position  
24 will be advertised as well.

25  
26 Mr. Boynton met with insurance consultant who is projecting an increase though the percentage is not  
27 ready to announce to the public. The negotiations are ongoing.

28  
29 Exelon has been issued its final air permit.

30  
31 The dam at Mill Street in Bellingham will be coming out in the near future. There may be some sediment  
32 issues for a short time, but no real impacts to those of us downstream.

33  
34 Town Offices will be open until 10 am this Friday and closed on December 26 and January 2.

35  
36 **Selectmen's Reports**

37 The Board wished everyone a Merry Christmas, Happy Holidays and Happy New Year.

38  
39 **At 9:36 PM Selectman D'Innocenzo moved to adjourn; Selectman Foresto seconded. No discussion.**  
40 **VOTE: 5-0-0.**

41  
42  
43 Respectfully submitted,  
44 Jeanette Galliard  
45 Night Board Secretary

Board of Selectmen's Meeting Minutes  
January 17, 2016 -- 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street

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

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Mary Becotte, Communications Director.

\*\*\*\*\*

At 7:03 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

**Public Comment:** None.

**Appointment Consideration – Bruce Hamblin – Historical Commission**

*The Board reviewed the following information: (1) Correspondence from Jeanne Johnson- Historical Commission, Chair; (2) Letter of Interest; and (3) Resume.*

Selectman Foresto stated that Board members have known Mr. Hamblin for a number of years, noting that he has worked on many committees and has a lot of experience.

**Selectman Foresto moved that the Board appoint Bruce Hamblin to the Historical Commission for a term to expire on June 30, 2020; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

**Discussion – Holliston Street at Main Street - Rossetti Square:**

*There were no background materials.*

Selectman White reported that she spoke with Mr. Rossetti's wife, Grace, who indicated that the whole family is thrilled with the idea of naming the corner. Mrs. Rossetti would like it named Alfred P. Rossetti Jr. Corner.

Chairman Trindade explained that there used to be a restaurant, Rossetti's, on the site where the realtor office is. Police officers had a key and could go in for food when the restaurant was closed. He was a caterer for the VFW, a Park Commissioner, active in Little League baseball, and many other activities in the community. Chairman Trindade added that he has contacted the Director of the Council on Aging to do some research on Mr. Rossetti's background.

Selectman White suggested that there should be a way for people years from now to find information on the history of the corner, perhaps on the Town website. Mr. Boynton stated that it could be set up as a section for areas that have been named for people, i.e., athletic fields, squares, corners, streets, etc. Brief discussion followed.

**Chairman Trindade moved that the Board of Selectmen shall name the intersection of Holliston Street and Main Street as the Alfred J. Rosetti Jr. Corner; Selectman Foresto seconded. No**

1 **discussion. VOTE: 5-0-0. It was noted that signage for this will not go up until the roadway is**  
2 **no longer under construction.**

3  
4 **Approval – Common Victualler License – Dolce Dolce Bakery:**

5 *The Board reviewed Application Documents.*

6  
7 Ms. Potter reported that the Town has received all the appropriate paperwork. The restaurant was  
8 informed that the presence of tables and chairs inside triggers the requirement of a Common Victualler  
9 License.

10  
11 **Selectman D’Innocenzo moved that the Board approve a Common Victualler License for Dolce Dolce**  
12 **Bakery located at 74 Main, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

13  
14 **Approval – Contract with George E. Sansoucy for FY18 Utility Property Valuation Services - \$6,000:**

15 *The Board reviewed a Contract.*

16  
17 Mr. Boynton stated that Mr. Sansoucy is one of the preeminent public utility evaluators in Massachusetts,  
18 and is currently working with the Department of Revenue. The utilities have to be valued each year.

19  
20 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with George**  
21 **E. Sansoucy in the amount of \$6,000 for FY18 utility property valuation services; Selectman**  
22 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

23  
24 **Deed Acceptance - 115R Holliston St:**

25 *The Board reviewed a Deed. It is noted that the original Deed with signature was provided at the meeting.*

26  
27 Mr. Boynton reminded the Board that this was approved at the Annual Town Meeting last May. All the  
28 paperwork has been done, and the Town has ascertained that all taxes have been squared away. The  
29 parcel is approximately 5.9 acres. It is contiguous to other parcels that the Town is interested in, even  
30 though part of it is wetland.

31  
32 **Selectman D’Innocenzo moved that the Board accept the deed for 115R Holliston Street, as**  
33 **presented; Selectman Foresto seconded. It was noted all that remains is to have the deed recorded.**  
34 **No discussion. VOTE: 5-0-0.**

35  
36 **Approval – One-Day Liquor License Applications:**

37 *The Board reviewed applications and Police Chief recommendations for the following Thayer Homestead*  
38 *events: (1) Allison Bogosian, January 28, 2017; (2) Debra Smith, March 12, 2017; (3) Jamie Brook,*  
39 *March 18, 2017; (4) Kerry Shea, April 23, 2017; and (5) Catherine Perry, May 21, 2017*

40  
41 **Selectman D’Innocenzo moved that the Board approve one day liquor licenses for Allison Bogosian,**  
42 **Deborah Smith, Jamie Brook, Kerry Shea and Catherine Perry for their events to be held at the**  
43 **Thayer Homestead on January 28, March 12, March 18, April 23 and May 21, 2017 subject to**  
44 **Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman Foresto**  
45 **seconded. No discussion. VOTE: 5-0-0.**

46  
47 **Action Items from Previous Meeting:**

48 *The Board reviewed the Action Items List.*

1 Mr. Boynton stated there are no updates right now, adding that he is awaiting final input from the State  
2 Redevelopment Authority on the Urban Renewal Plan.

3  
4 **Approval of Warrants**

5 *The Board reviewed Warrant 17-30.*

6  
7 Selectman D’Innocenzo, Clerk, read aloud Warrant 17-30, dated 1/19/2017, as follows:

8  
9 17-30 Town Expense \$1,002,971.45  
10 TOTAL \$1,002,971.45

11  
12 **Selectman Foresto moved that the Board approve the Warrant as read; Chairman Trindade**  
13 **seconded. No discussion. VOTE: 5-0-0.**

14  
15 **Approval of Minutes**

16 *The Board reviewed draft minutes from public sessions held on June 6, 2016; August 1, 2016; and*  
17 *November 7, 2016.*

18  
19 **Selectman Crowley moved that the Board approve the minutes of June 6, 2016, as amended;**  
20 **Selectman White seconded. No discussion. VOTE: 4-0-1 – Selectman D’Innocenzo abstained.**

21  
22 **Selectman Crowley moved that the Board approve the minutes of August 1, 2016 as presented;**  
23 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

24  
25 **Selectman Crowley moved that the Board approve the minutes of November 7, 2016 as presented;**  
26 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

27  
28 **Town Administrator’s Report**

29 Mr. Boynton reported that a letter to the Governor has been prepared on the subject of Marijuana  
30 Legislation, and handed out copies for review. The letter will also be sent out to the legislative delegation  
31 once it is finalized. The Town needs time to plan to develop local licensing processes with revenues  
32 directed to specific programs, working with local public health and educational programming. The spirit  
33 of the letter states that the Town recognizes the support of the voters of the Commonwealth toward the  
34 legalization of marijuana, however, there are some key provisions that need to be ironed out. Selectman  
35 Crowley asked Ms. Potter to review the letter for a grammatical error he had noticed.

36  
37 **Selectman Foresto moved that the Board authorize the Town Administrator to forward letters to**  
38 **Governor Baker, Senator Spilka and the rest of the legislative delegation; Selectman D’Innocenzo**  
39 **seconded. No discussion. VOTE: 5-0-0.**

40  
41 Reporting on the FY18 Budget Process, Mr. Boynton stated that health insurance costs have increased.  
42 He hopes to have a draft budget to the BOS in a couple of weeks.

43  
44 Officer Will White graduates from police academy on Friday.

45  
46 Discussion followed on the location for the February 6 joint meeting of EPFRAC/BOS/CPC. The  
47 meeting will be held in the high school library.

48  
49 The Legislative Breakfast will be held on February 11. The School Committee will be hosting the  
50 breakfast at the high school beginning at 8:30 AM.



1 **Selectmen's Reports**

2  
3 Selectman Crowley asked about the available unit of affordable housing. Selectman White stated that  
4 applications are being submitted. Selectman Crowley expressed concern that the renovation was  
5 complete about three months ago. Chairman Trindade clarified that the delay is with the State and its  
6 approvals.

7  
8 Selectman Crowley reported that he attended a recent CIPC meeting and asked them to submit a list of  
9 proposed projects by priority. Chairman Trindade will contact the committee chair about it.

10  
11 At this time Mr. Boynton reported that the job posting for the Director of Public Services position was not  
12 getting the right kind of applicants as the term public services did not necessarily mean Public Works to  
13 most people. The ad has gone out again with a clarified title.

14  
15 Selectman D'Innocenzo announced that there will be an EPRAC meeting on Thursday prior to the final  
16 public forum. We will fine tune the presentation for the public forum.

17  
18 **Executive Session**

19 **At 8:03 PM Chairman Trindade moved that the Board go into Executive Session with no intent to**  
20 **return to public session under Exemption 2: To conduct strategy sessions in preparation for**  
21 **negotiations with nonunion personnel or to conduct collective bargaining sessions or contract**  
22 **negotiations with nonunion personnel; & Exemption 3: To discuss strategy with respect to collective**  
23 **bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or**  
24 **litigating position of the public body and the chair so declares; Selectman White seconded.**  
25 **Chairman Trindade did so declare. No discussion. Roll Call Vote: 5-0-0 (Crowley, aye;**  
26 **D'Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**

27  
28  
29 Respectfully submitted,  
30 Jeanette Galliardt  
31 Night Board Secretary

# **AGENDA**

## **ITEM #11**

**Town Administrator's Report**

**No associated backup materials.**

# **AGENDA**

# **ITEM #12**

**Selectmen's Reports**

**No associated backup materials.**