

## **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**

**May 1, 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. (7:00PM) Public Hearing – Liquor License Transfer Request & Change of Hours - 61 Main Street
2. Status Update – ClearGov Implementation
3. Approval – Contract with Clean Harbor for Household Hazardous Waste Disposal -\$10,000
4. Approval – Extension of Contract – MassDOT Chapter 90 Grant Program
5. Discuss/Vote – Solid Waste and Recycling Service Changes
6. Grant Expenditure Authorization - FY2017 Formula Grant – \$19,492
7. Discussion/Vote – Temporary Signs for Businesses Impacted by Route 109 Project
8. Authorization of Chairman to Execute Contract Amendment – CBA Landscape Architects LLC - \$274,525 (Parks and Playgrounds Improvements Project)
9. Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead
  - a. Pierre Abdilmasih – May 28, 2017
  - b. William D'Annibale – June 2, 2017
  - c. Bonny Grimes – June 10, 2017
  - d. Paul Martin – June 10, 2017
10. Action Items from Previous Meeting
11. Approval of Minutes
12. Town Administrator's Report
13. Selectmen's Reports

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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 8, 2017 --- Special and Annual Town Meetings  
May 15, 2017 ---- Regular Meeting  
May 16, 2017 ---- Annual Town Election

# AGENDA

## ITEM #1

### **(7:00PM) Public Hearing – Liquor License Transfer Request & Change of Hours - 61 Main Street**

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

- Application for Transfer of Liquor License

Please note: The applicant is also requesting to change the Sunday hours from 10:00 am – 6:00 pm, to 10:00 am - 9:00 pm.

#### **Proposed Motions:**

1. I move that the Board open the hearing on the request for a liquor license transfer and change of Sunday hours.
2. I move that the Board close the hearing.
3. I move that the Board approve the transfer of the Section 15 liquor license associated with Liquor World located at 61 Main Street from Joannides Enterprises to Dharma Bhakti Corporation, as requested.
4. I move that the Board approve the change of Sunday hours from 10:00am to 6:00pm to 10:00am to 9:00pm, as requested.

# **AGENDA**

## **ITEM #2**

**Discussion/Presentation - ClearGov**

**Associated backup materials attached:**

- Press Release prepared by Mary Becotte,  
Communications Director



## Town of Medway

155 Village Street, Medway MA 02053

### FOR IMMEDIATE RELEASE

May 1, 2017

Contact: Mary Becotte 508-321-4917 [mbecotte@townofmedway.org](mailto:mbecotte@townofmedway.org)

### **Town of Medway Launches Fiscal Transparency Center** *Partners with ClearGov to Bring Clarity to Government Finances*

Medway, Massachusetts (May 1, 2017) - The Town of Medway announced today that it has partnered with ClearGov, a leading municipal transparency and benchmarking platform, to launch an infographic-based fiscal transparency center.

The new tool provides taxpayers an easy-to-understand, visual breakdown of Medway finances, as well as insights into the Town's demographics. The site also informs visitors as to how each budget item compares to neighboring communities.

The Town is part of a growing movement of Massachusetts municipalities that are taking transparency to a new level on ClearGov platform, which also showcases basic profiles of every municipality in the state. The Town has added detailed revenues and expenditures breakdowns of its General Fund, as well as Debt.

"We are very pleased to introduce ClearGov to Medway," said Glenn Trindade, Chair of the Board of Selectmen. "The Town is constantly trying to improve communication and increased understanding about municipal operations, and this is another important step to bringing increased transparency to our residents," he said. Medway has made this new portal available on the homepage of the town's website [www.townofmedway.org](http://www.townofmedway.org). Visitors to the site can click on "Transparent and Open Government" on the bottom of the homepage to get to Medway's ClearGov page.

ClearGov sources publicly available financial data on municipalities to create easy-to-understand transparency websites for thousands of municipalities across the United States, which are made available to the public for free. Medway has chosen to upgrade and enhance our publicly available transparency site with more robust information and to provide context through commentary on the figures.

###

*The Town of Medway Massachusetts is located in Norfolk County and was incorporated in 1713. The town is 11.54 square miles and has a population of 13,400. For additional information see [www.townofmedway.org](http://www.townofmedway.org).*

### **About ClearGov**

ClearGov helps local governments communicate and operate more effectively and efficiently through a unique fiscal clarity and insights platform. Local governments leverage ClearGov to more clearly communicate their financial performance in an effort to build citizen trust and participation through transparency. ClearGov also provides valuable municipal benchmarking intelligence to help government leaders quickly compare their finances against similar communities in an effort to make more informed and data-driven policy and budgetary decisions.

# AGENDA

## ITEM #3

### **Approval – Contract with Clean Harbor for Household Waste Disposal - \$10,000**

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

- Memo from Dave Damico, DPS Director
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Clean Harbor for household hazardous waste disposal in an amount not to exceed \$10,000, subject to the review and approval of both Town Counsel and the Town Accountant.



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: April 27, 2017

To: Medway Board of Selectmen

Subject: Clean Harbor Household Hazardous Waste Day Contract

On May 20th, the Town will offer Household Hazardous Waste Day (HHHW) to the residents. HHHW provides an opportunity for residents to properly dispose of hazardous household substances that should not be discarded in the normal trash stream. Clean Harbors, Inc. provides collection and disposal services for the day.

Purpose: Annual contract with Clean Harbors to provide one day of service to support Household Hazardous Waste Day to be held May 20, 2017.

Amount: Not to exceed \$10,000. This value has been used for several years. Billing is dependent on the volume of material collected. Past events have not exceeded \$7,000 in total.

Term: 1 day event.

## HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This AGREEMENT shall be effective as of the date it becomes fully executed by and between the Town of Medway (hereinafter "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

Community and Clean Harbors hereby agree as follows:

1. On May 20, 2017, Clean Harbors shall have present at Alder Road (the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations.
2.
  - a. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than \$10,000 (the "Contract Limit").
  - b. The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation and disposal of Household Waste accepted by Clean Harbors at the site has reached the Contract Limit. The Community Coordinator must be present at all times and will be responsible for terminating the collection program upon notification by the Site Chemist that the contract Limit has been reached.
  - c. Clean Harbors shall not be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.
  - d. Community agrees to pay Clean Harbors within forty-five days of receipt of the invoice at the appropriate town office.
3. The Community shall provide a police officer to maintain order and an authorized representative ("Community Coordinator") at the Site to carry out the responsibilities specified in Paragraph 2.b. above.
4. Clean Harbors shall accept only household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the site.
6. Clean Harbors shall be deemed to be the "generator" of all Wastes accepted by Clean Harbors at the Site.
7. Clean Harbors shall transport for disposal all Wastes which it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection:



- a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
  - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;
  - c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
  - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier.
  - e. Liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance.
  - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
9. Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
10. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
11. The Community shall use best efforts to assure that all Wastes approved by the Community Coordinator are the Household Wastes of community residents. The community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
12. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, the Community Coordinator and the police officer identified in Paragraph 2 shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.
13. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Town of Medway  
Director, Department of Public Services  
151 Village Street  
Medway, MA 02053

To Clean Harbors:

Clean Harbors Environmental Services, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149

Attn: General Counsel (Urgent Contract Matter)

**14. INDEMNIFICATION**

Clean Harbors hereby indemnifies and agrees to hold harmless and defend the Community and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Clean Harbors performance of its obligations under this contract, to the extent the same are caused by Clean Harbors' negligence or willful misconduct.

**15. INSURANCE**

- (a) Clean Harbors shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Community in connection with any operations included in this Contract, and shall have the Community as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
  - (b) Clean Harbors shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
  - (c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Community. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Community and shall list the Community as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Community at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Clean Harbors shall provide a copy of additional insured endorsements for all policies that require the Community to be listed as an additional insured.
16. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
17. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
18. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement. Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Clean Harbors is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
19. As provided in Commonwealth of Massachusetts contract FAC82, this contract will not be governed by Prevailing Wage Rate Requirements unless a specific job falls under the Public Works definition (which states that anything which alters the appearance of a structure is a Prevailing Wage job). Any service which meets this criterion is subject to Prevailing Wage Rates and these rates will be posted by the Operational Services Division as part of the state

contract and will be valid for the entire duration of the contract, including all extensions. All employees of Clean Harbors engaged in these activities must be paid at least these rates for any work performed under this Contract determined to be working in a public building or on a public work.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

Town of Medway  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Clean Harbors Environmental  
Services, Inc.

By: Gwendolyn T. Hill  
Title: Regional Vice President  
Date: 4/19/17

\_\_\_\_\_  
Thomas Holder, Director of DPS  
Town of Medway  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Barbara J. Saint André, Town Counsel

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

# AGENDA

## ITEM #4

### Approval – Extension of Contract – MassDOT Chapter 90 Grant Program

#### Associated backup materials attached:

- Memo from Dave Damico, DPS Director
- Contract

**Proposed Motion:** I move that the Board authorize the Town Administrator to execute a ten year contract extension with MassDOT for Chapter 90 grant funds.



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: April 27, 2017

To: Medway Board of Selectmen

Subject: MassDOT Chapter 90 Contract

We have been notified by MassDOT that our contract with them for use of Chapter 90 grant funds is up for renewal.

**Purpose:** Obligates the Town that if it chooses to use Chapter 90 grant funds, the Town agrees to follow State accounting practices established for the funds.

**Amount:** There is no dollar value associated with the contract. It is an extension of term obligating the Town to follow procedure if we use the funds.

**Term:** 10 years. Contract expires on June 30, 2027.

# MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Medway (and d/b/a):	<b>DEPARTMENT NAME:</b> Massachusetts Department of Transportation <b>MMARS Department Code:</b> DOT
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 155 Village Street Medway, MA 02053	<b>Business Mailing Address:</b> 10 Park Plaza, Boston, MA 02116
<b>Contract Manager:</b> David E. D'Amico	<b>Billing Address (if different):</b>
<b>E-Mail:</b> <a href="mailto:ddamico@townofmedway.org">ddamico@townofmedway.org</a>	<b>Contract Manager:</b> Michelle Ho
<b>Phone:</b> 508-533-3275 <b>Fax:</b> 508-321-4985	<b>E-Mail:</b> <a href="mailto:Michelle.Ho@state.ma.us">Michelle.Ho@state.ma.us</a>
<b>Contractor Vendor Code:</b> : VC6000191877	<b>Phone:</b> 857-368-8895 <b>Fax:</b> 857-368-0661
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 , AD001 (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> INTF00X02018S0050880 <b>RFRR/Procurement or Other ID Number:</b> Chapter 90
<b>___ NEW CONTRACT</b>	<b><u>X</u> CONTRACT AMENDMENT</b>
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ <b>Statewide Contract</b> (OSD or an OSD-designated Department) ___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget) ___ <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) ___ <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <u>X</u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <u>June 30, 2017</u> Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> ___ <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) ___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) ___ <b>Contract Employee</b> (Attach any updates to scope or budget) ___ <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>MassDOT TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. ___ <u>X</u> MassDOT Terms and Conditions    ___ Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. ___ <u>X</u> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). _____	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); x_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Extending the original Chapter 90 Contract for 10 more years. Please note MMAS document identifiers have been adjusted.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ <u>X</u> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . ___ 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . ___ 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the <u>MassDOT Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Michael Boynton</u> Print Title: <u>Town Administrator</u>	<b>AUTHORIZING SIGNATURE FOR MassDOT:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____

# **AGENDA**

## **ITEM #5**

**Discuss/Vote – Solid Waste and Recycling Service Changes**

**Associated backup materials attached:**

- Draft Proposal of Changes to Recycling/Waste Services

**Proposed Motion:** I move that the Board approve the Solid Waste & Recycling Service policy changes for FY18 as presented.

## Solid Waste & Recycling Service Changes in FY18

As the Town of Medway enters into a new contract with Waste Management for FY18 we learned that we were facing just under \$100K in new charges for “Special Items.” In an effort to avoid a rate increase the Board of Selectmen requested an audit of “Special Item” pick-up. After an extensive analysis we have made some relatively minor changes to pick-up of “Special Items” service provided. In the past pick up of “Special Items” was unlimited and some households called for up to 40 pick-ups in one year. Moving forward each household will be limited to 4 calls a year and 2 items per pick-up per year. Pick-ups will be limited to the items listed below. All other “Special Items” can be dropped off at the Recycling Center at no cost or, if size permits, placed in a yellow trash bag and disposed of with your trash.

Special Items are limited to residential appliances and items listed here:

- Refrigerator
- Dishwasher
- Stove
- Washing Machine
- Dryer
- Compactor
- Air Conditioner
- Water Heater

If you have an item that is not listed above you must either place it in a yellow trash bag or bring it to the Recycling Center at no cost to you. Items not on this list that do not fit into a garbage bag will not be picked up. Per State Law, televisions and computer monitors cannot be disposed of as trash. The Recycling Center will feature an additional drop off site for televisions and monitors, again, free of charge.

Another change to recycling service includes an additional charge for using or having more than one recycling cart. Waste Management charges the Town per cart distributed. In the past, residents could request multiple carts at no cost. Analysis revealed that very few households actually use more than one cart on a regular basis yet Waste Management charges the Town for every cart distributed to residents. If you have more than one cart and do not regularly use your extra carts, you may contact the DPS to return them and you will not be charged the extra cart fee. If you choose to have or use more than one cart, you will be charged an additional \$50 per cart per year.

Summary of Service Changes to Recycling in FY18	
Current and Past Fee and Services	FY18 Fee and Services
\$250	\$250
Unlimited pick up of “Special Items” No restriction on type of item	Limited to 4 pick-ups and 2 items per pick-up. Limited to items listed above
Unlimited recycling carts	1 cart included in fee; \$50 per additional cart whether it is used or not.
Recycling Center stickers mailed to all solid waste customers.	Recycling Center stickers issued by request only by mail, on-line, or at the Recycling Center.



# AGENDA

## ITEM #6

**Grant Expenditure Authorization - FY2017 Formula  
Grant – \$19,492**

**Associated backup materials attached:**

- Notice of Grant Award

**Proposed Motion:** I move that the Board authorize the expenditure of the FY2017 Formula grant to provide the Senior Center with additional programs, meal preparation, supplies and exercise classes in an amount not to exceed \$19,492.

**TOWN OF MEDWAY  
NOTICE OF GRANT AWARD**

DEPARTMENT: Medway Council on Aging: 541 DATE: April 13 2017

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Courtney Riley

NAME OF GRANT: FY2017 Formula Grant

GRANTOR: Commonwealth of Massachusetts - Office of Elder Affairs

GRANT AMOUNT: \$ 19,492

GRANT PERIOD: 7/1/2016 - 6/30/2017

SCOPE OF GRANT/  
ITEMS FUNDED To help the Senior Center with Programs and staff costs  
Chef, Volunteer Coordinator, Supplies, Exercise Classes

IS A POSITION BEING  
CREATED: No, all postions are already in place

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? NA

ARE MATCHING TOWN  
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO TOWN?  
NO

**BOARD OF SELECTMEN:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION DATE \_\_\_\_\_

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

# AGENDA

## ITEM #7

### Discussion/Vote – Temporary Signs for Businesses Impacted by Route 109 Project

#### Associated backup materials attached:

- Draft Policy

**Proposed Motion:** I move that the Board approve the policy to allow placement of temporary business signs for businesses located along the Route 109 construction project route.

# TEMPORARY SIGNS DURING 109 RECONSTRUCTION PROJECT

The Town of Medway recognizes that businesses located along Route 109 are facing challenges dealing with impacts of the Route 109 Reconstruction Project. Accordingly, the Town is receptive to allowing limited temporary business signs as specified below.

**Definition of Temporary Sign:** For purposes of the Route 109 reconstruction project, a temporary sign is one specifically used to inform the public of the following business operational changes resulting from the Route 109 reconstruction.

- Temporary schedule changes/open hours
- Site access location changes
- Building entry location changes

**Applicable Area:** Businesses located along the Route 109 Reconstruction Project

## Allowed Temporary Signs:

- One 1-sided banner type sign made of lightweight fabric or similar material that is affixed at one or more edges or corners to a building façade/wall. The sign surface area of the temporary sign cannot exceed what the Zoning Bylaw presently allows for a wall sign for the zoning district in which the business is located.
- One 2-sided lawn sign (similar to a standard real estate or contractor's sign) not exceeding a total of **eight** square feet of sign surface area on both sides.

**Applicability.** No TEMPORARY sign shall be erected, constructed, installed, reconstructed, enlarged, redesigned, repaired, replaced, relocated or altered in any way until a Temporary Sign Permit has been issued by the Building Inspector.

**Prohibited Temporary Signs:** Flutter/flag signs and those signs prohibited pursuant to Section 7.2.3 of the Medway Zoning Bylaw such as A-frame/sandwich board signs, changeable copy/message board signs, signs affixed to vehicles, inflatable signs, etc.

**Length of Time for Display:** 45 days

**Illumination:** No additional illumination is allowed.

## Basic Requirements:

- Sign shall be located on the same lot as the business to which the sign pertains
- No sign shall be painted directly on the exterior surface of any building or wall.
- No sign, portion of a sign, or structural support for such sign shall be located on the roof of a building.
- Sign shall not obscure visibility or create confusion when viewed from a vehicle stopped at or approaching a signal or intersection.
- Permitted and exempt signs shall be located on private property (not in the public right of way)
- Such signs shall not be installed without the written authorization of the owner of the property on which the sign is to be located.

**Permit:** A permit for a temporary sign is required. No fee will be charged. An application shall be submitted to the Medway Building Department. See attached application form.

# AGENDA

## ITEM #8

**Authorization of Chairman to Execute Contract Amendment – CBA Landscape Architects LLC - \$274,525 (Parks and Playgrounds Improvements Project)**

**Associated backup materials attached:**

- Contract with CBS Landscape, Approved by Board on 11/21/16
- Amendment #1

**Proposed Motion:** I move that the Board authorize the Chairman to execute amendment #1 with CBA Landscape Architects LLC for parks and playgrounds improvements design in an amount not to exceed \$274,525.

**AGREEMENT BETWEEN  
THE TOWN OF MEDWAY AND CBA LANDSCAPE ARCHITECTS LLC\_  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made on the 21<sup>st</sup> day of Nov., 2016, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as "Town"), and CBA Landscape Architects LLC, (hereinafter "Consultant"), a design firm organized and registered in the state of Massachusetts with its principle place of business at 24 Thorndike St, Cambridge, MA 02141.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **Parks and Playgrounds Improvements Project** (hereinafter referred to as the "Project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

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

**1.0 CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between Town and Consultant.
- 2) Request for qualifications (RFQ).
- 3) Consultant's quotation or price proposal dated November 17, 2016.
- 4) Town letters of all Addenda and clarifications.
- 5) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

**2.0 CONSULTANT'S SERVICES**

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in the Consultant's proposal (hereinafter referred to as "Design Services"), Tasks 1 and 2. Tasks 4, 5, and 6 may be negotiated upon successful completion of Tasks 1 and 2, at the sole discretion of the Town. Task 7 (Construction Period Services) is subject to appropriation and will only be authorized by a further Notice to Proceed issued by the Town to Consultant.



### 3.0 STANDARD OF CARE BY CONSULTANT

**The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.**

### 4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of Town upon payment for services rendered. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Design Services. **The Consultant shall not be liable for any use, reuse, or modification of Consultant authored documents prepared under this Agreement that occurs without the Consultant's consent and professional involvement.**

### 5.0 TOWN'S RESPONSIBILITIES

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

### 6.0 PAYMENT BY THE TOWN FOR DESIGN SERVICES

The Town shall pay the Consultant for the performance of this Agreement, not to exceed sum of **\$121,770 (one hundred twenty-one thousand seven hundred seventy dollars). The fee is itemized as:**

<b>RFQ Tasks 1 and 2</b>	<b>\$121,770</b>
--------------------------	------------------

The Town shall make payment per the Consultant's proposal. Payment will be forty-five days after receipt of an invoice stamped in by the appropriate Town office for work performed or materials supplied. Upon satisfactory completion of the work, forty five days after receipt of an invoice for final payment, the Town shall pay the Consultant all amounts due under the Contract.

**This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall**

operate as a release of the Town of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

The Consultant shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

## **7.0 SUSPENSION OF WORK**

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

## **8.0 TERMINATION**

### **8.1 By Town**

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

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

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



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

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

## **8.2 By Consultant**

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

## **8.3 Force Majeure**

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

## **9.0 INSURANCE**

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

**9.1** Worker's compensation insurance in accordance with state law;

**9.2** Commercial general liability, commercial automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

**9.3** The Town must be listed as an additional insured for general liability and automobile liability on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached as part of Exhibit B to this Agreement.

**9.4** Professional liability insurance covering Consultant's errors or omissions with limits of at least \$1,000,000.00 for each claim and at least \$2,000,000.00 in the aggregate.

**9.5** All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy other than professional liability and workers' compensation. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

## **10.0 INDEMNIFICATION**

Consultant hereby agrees to indemnify and hold harmless Town and its officers, and employees from and against claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of defending any action, of or by anyone to the extent caused by negligent act or omission of the Consultant, its subcontractors and its and their agents or employees in the performance of the services performed pursuant to this Agreement and/or failure to comply with terms and conditions of this Agreement.

## **11.0 MISCELLANEOUS PROVISIONS**

### **11.1 Entire Agreement**

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

### **11.2 Assignment of Interest**

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

### **11.3 Subcontractors**

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

### **11.4 Inspection by Town**

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

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

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

#### **11.6 Governing Law**

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

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

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

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

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

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

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

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing.

**TOWN OF MEDWAY**  
**By its Board of Selectmen**

**Consultant**  
By its duly authorized representative

By: Clara C. Bachelor  
Title: Principal

[Signature]  
GLEN J. TRINDADIE

**Funding Source:**

Account: 28006801 5111 28009172-5314

[Signature]  
**Town Accountant**

[Signature]  
**Town Counsel**

Dated: 11/23/16

Dated: \_\_\_\_\_

Approved as to availability of funds

Approved as to form

CONTRACT AMENDMENT  
TOWN OF MEDWAY  
AND  
CBA LANDSCAPE ARCHITECTS LLC

AMENDMENT NO. 1

This Amendment No. 1 (the "Amendment") is made and entered into this 1<sup>st</sup> day of May, 2017, by and between the Town of Medway, hereinafter referred to as the "Town", and CBA Landscape Architects LLC, hereinafter referred to as the "Consultant".

**WITNESSETH**

WHEREAS, on November 21, 2016 the Town and the Consultant entered into an agreement for professional services for the Town's Parks and Playgrounds Improvements Project (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for additional services thereunder and compensation therefor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. Amendment to Scope of Services and Compensation

Pursuant to clause 6.0 of the Agreement, **PAYMENT BY THE TOWN FOR DESIGN SERVICES**, the Town hereby agrees to pay the Consultant for performance of RFQ Tasks 3, 4 and 5, a total sum not to exceed \$274,525 (two hundred seventy-four thousand five hundred twenty-five dollars).

The Consultant's Proposed Fee is attached hereto and includes the Fee already paid by the Town for RFQ Tasks 1 and 2.


2. Schedule for Completion

All work to be conducted in association with this Amendment shall be completed within a period of six months from the effective date of this Amendment. Any additional work shall be subject to further contract amendment approved by the parties hereto.

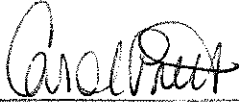
3. All other terms and conditions of the contract remain in force and effect.

4. This First Amendment, together with the other components of the Agreement documents, constitutes the entire agreement between the parties, and no other agreements other than those incorporated herein shall be effective as to the parties hereto.

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

Town of Medway	CBA Landscape Architects LLC
Board of Selectmen Chairman	Clara C. Batchelor, Principal
	
Date:	Date: May 1, 2017

580387/MEDW/0299



Town Accountant

Dated: 4/19/17


Dated: \_\_\_\_\_

Funding Source:

Key Org: 28009172 5314

Account: \_\_\_\_\_

Approved As To Form



Town Counsel

Dated: 4-19-17



**Medway Parks - Proposed Fee organized by Park / Task**

	<u>Choate/Cassidy</u>	<u>Oakland</u>	<u>Middle School</u>
Projected Constr. Costs	\$2,199,427	\$1,537,507	\$571,283
<b>PHASES 3, 4, &amp; 5:</b>			
Design Development - CBA	\$ 33,500	\$ 28,150	\$ 8,225
Civil Engineering DD:	\$ 9,300	\$ 6,900	-
Testing (Civil Item B)	\$ 1,300	\$ 1,300	-
Permitting – CBA	\$ 17,500	\$ 12,500	-
Civil Permitting Work:	\$ 16,900	\$ 7,800	-
Construction Docs. - CBA	\$ 52,500	\$ 41,475	\$ 16,475
Civil Engineering CD/VE:	\$ 7,400	\$ 7,300	-
Bidding Phase Services (assumes bid as 3 projects)	\$ 2,500	\$ 2,000	\$ 1,500
<b>Fee per park, DD thru Bid</b>	<b>\$140,900</b>	<b>\$107,425</b>	<b>\$26,200</b>

**Total Fee DD thru Bidding, Phases 3, 4, & 5: \$274,525.**

Electrical, MEP, and Structural Engineering services are included in CBA's fee; because Civil involves significant permitting work that sub-consultant's fees are listed separately.

**PHASES 1 & 2 (Completed):**

Site Analysis	\$ 5,000	\$ 2,125	\$ 1,800
Alternative Designs/Cost Est	\$ 25,000	\$ 10,625	\$ 9,000
Final Master Plan/Cost Est	\$ 20,000	\$ 8,500	\$ 7,200
Survey	\$ 17,800	\$ 10,470	\$ 4,250

**Fee per Park,, SA, SD,  
 Survey & Testing: \$ 67,800 \$ 31,720 \$ 22,250**

**Total Fee SA, SD, Survey & Testing, Phases 1 & 2: \$121,770**

**TOTAL COST PER PARK: \$208,700 \$139,145 \$ 48,450**

**TOTAL FEE, ALL PARKS THROUGH BIDDING, Phases 1 through 5: \$396,295**

**Projected Construction Administration cost based on current budgets:**

Construction Admin (CBA)	\$ 53,325	\$ 37,275	\$ 14,250
Civil Engineering CA:	\$ 4,800	\$ 4,800	-
<b>Total CA</b>	<b>\$ 58,125</b>	<b>\$ 42,075</b>	<b>\$ 14,250 = \$114,450</b>

# AGENDA

## ITEM #9

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

- a. Pierre Abdilmasih – May 28, 2017
- b. William D’Annibale – June 2, 2017
- c. Bonny Grimes – June 10, 2017
- d. Paul Martin – June 10, 2017

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

- Applications
- Police Chief’s Recommendations

**Proposed Motion:** I move that the Board approve one day liquor licenses for Pierre Abdilmasih, William D’Annibale, Bonny Grimes and Paul Martin for events to be held at Thayer Homestead on May 28, June 2 and June 10, 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.

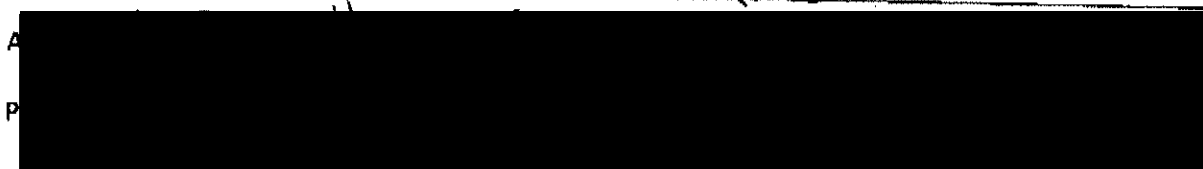
Application must be submitted at least two weeks prior to event.

There is no fee for this license.

All Alcohol  Wine and Malt

Event 1<sup>st</sup> Birthday Event Date 5/28/17

Name of Organization/Applicant Pierre Abdelmasih



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

Event Location Thayer Homestead

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

Is event open to the general public? Y  N  Estimated attendance 50

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

How, where and by whom will ID's be checked? Only young children. Not are adults attending

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

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

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

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

Experience \_\_\_\_\_

**The following may be required:**

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

Applicant's Signature *PAW* Date of Application 4/19/12

Applicant's Name (Please Print) Pierre Abdulmasih

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 21, 2017

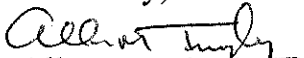
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- 1<sup>st</sup> Birthday Party

I have reviewed the request from Pierre Abdielmasil for a one day alcohol license for a birthday party, to be held at the Thayer House, 2B Oak Street, on May 28, 2017. I approve of the issuance of this one day alcohol license with the stipulation that the alcoholic beverages 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.

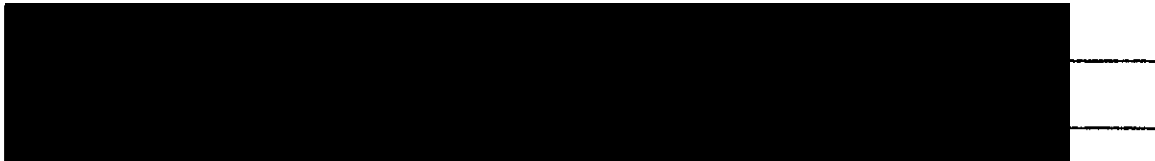
Fee: \$0

All Alcohol X Wine and Malt

Event Wedding Rehearsal Dinner Event Date June 2, 2017

Event Location Thayer Homestead Hours 5:00 - 11:00pm (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant William D'Annibale



Non-Profit Organization? Y N X (If yes, attach non-profit certificate of exemption)

TAX ID# N/A (If applicable)

Is event open to the general public? Y N X Estimated attendance 50

Will there be an age restriction? Y N X

How, where and by whom will ID's be checked? By myself, at the entrance of the Hall

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

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

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

Experience \_\_\_\_\_

Provisions for Security, Detail Officer N/A

**The following may be required:**

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

Applicant's Signature William Humbale Date of Application 4-5-2017

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

---

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

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

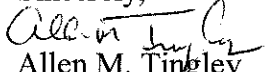
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from William D'Annibale for a one day liquor license for a rehearsal dinner, to be held at the Thayer House, 2B Oak Street, on June 2, 2017. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

Application must be submitted at least 30 days prior to the event.

Fee: \$0

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

Event Graduation Event Date 6-10-2017

Event Location Thayer House Hours 6:00-10:00 (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant Paul Martin

Address [Redacted] Phone [Redacted]

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

Is event open to the general public? Y \_\_\_\_\_ N [X] Estimated attendance 50-75

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

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

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

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

Does the applicant have knowledge of State liquor laws? Y X 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 Paul Martin Date of Application 4-11-17

Applicant's Name Paul Martin

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, 1<sup>st</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 11, 2017

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Martin Graduation party

I have reviewed the request from Paul Martin for a one day liquor license (wine and Malt) for a graduation party, to be held at the Thayer House, 2B Oak Street, on June 10, 2017.

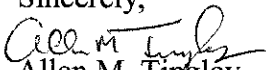
I approve of the issuance of this one day liquor license with the stipulation:

The alcoholic beverages served at the party will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

A responsible adult, with some knowledge of Mass Liquor Laws will be checking ID's of all individuals served beer and wine at this event.

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

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

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

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

MGL c.138, §14

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

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

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

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

All Alcohol  (Mimosa's)  Wine and Malt

Event Baby Shower

Name of Organization/Applicant Bonny Grimes

A

FI

PH

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 6/10/17

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 8:00 AM-4:00 PM

Is event open to the general public? Y  N

Estimated attendance 40-60

Will there be an age restriction? Y  N

Minimum age allowed:

How, where and by whom will ID's be checked? N/A

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

Price structure:

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

Attach Proof of Alcohol Server Training

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

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

Experience \_\_\_\_\_

The following may be required:

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

Date of Application 4/6/17

Applicant's Signature Bonny Grimes

Applicant's Name Bonny Grimes

Ad

Ph

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

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

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

Board of Health \_\_\_\_\_  
Town Hall, 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

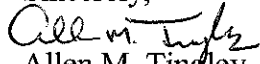
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Bonnie Grimes for a one day alcohol license for a baby shower, to be held at the Thayer House, June 10, 2017. I approve of the issuance of this one day alcohol license with the stipulation that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals who are served alcohol at the baby shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

# **ITEM #10**

## **Action Items from Previous Meeting**

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

- Action Items List

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

# **AGENDA**

# **ITEM #11**

## **Approval of Minutes**

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

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

Board of Selectmen's Meeting  
December 19, 2016 – 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street

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

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

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

\*\*\*\*\*

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

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

**Public Comments**

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

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

*There were no background materials.*

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

The Coalition began in 2014. Communities all over the country are dealing with substance abuse issues. He briefly described how the group got started and its evolution over the past couple of years. It works out of the district courts, and this one operates out of the Wrentham District Court. It is typically comprised of public safety officers, usually police and fire chiefs, as well as others. Mr. Jordan Wornick is a Medway resident, former associate dean of the University of Maryland Medical School and Secretary of the SAFE Coalition. Ms. Dot Pearl at Medway High School as well as Dr. Pires, Superintendent of Schools also participate. We have a Board of Directors as well as a Board of Advisors and are a 503c3 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 they 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   84.04  
44                                   TOTAL \$1,6                   95,055.01

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  
46

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  
32  
33  
34

# **AGENDA**

# **ITEM #12**

**Town Administrator's Report**

**No associated backup materials.**

# **AGENDA**

# **ITEM #13**

**Selectmen's Reports**

**No associated backup materials.**