

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
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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

May 30, 2017 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Reorganization of the Board – Chair, Vice-Chair, Clerk
- Public Comments

Other Business

1. Presentation – Rossetti Square History
2. Presentation – Tax Sale/Auction – Tallage Investment Company
3. Review/Approve – Other Post-Employment Benefits (OPEB) Declaration of Trust
4. Grant Expenditure Authorization – Rt. 109 Project Fire Alarm Replacement- \$25,385.47
5. Approval – Lease/Purchase of Breathing Apparatus - \$250,828.00
6. Discussion – Waiving Banner Display Fee for Non-Profit Organizations
7. Vote – Charter Review Committee Designation
8. Authorization of Chairman to Sign Public Statement of Reasons for Granting Verizon Cable Renewal License (207 CMR 3.04)
9. Authorization to Sign Warrants in Absence of Selectmen Designees Dennis Crowley (Primary) and John Foresto (Backup)
10. Assignment of Board of Selectmen Liaison Designations
11. Special Event Permit – Bikes Not Bombs Ride – June 4, 2017
12. Approval of One-day Liquor License Requests;
 - a. Rochelle Pouliot – June 25, 2017
 - b. Patty Comtois – July 8, 2017
 - c. Michelle McCarthy- July 9, 2017
 - d. Sara Boutchia – August 5, 2017
 - e. Debra Smith – August 6, 2017
13. Action Items from Previous Meeting
14. Approval of Minutes
15. Town Administrator's Report
16. Selectmen's Reports

17. Executive Session- Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. The Board will not return to public session (Main Street)

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

Upcoming Meetings, Agenda and Reminders

June 26, 2017 ---- Regular Meeting

AGENDA

ITEM #1

Presentation – Rossetti Square History

No associated backup materials.

AGENDA

ITEM #2

**Presentation – Tax Sale/Auction – Tallage
Investment Company**

Associated backup materials attached:

- Memo from Joanne Russo, Treasures/Collector
- Tax/Title Sale/Auction Timeline



Town of Medway

*Office of the Town Treasurer
155 Village Street, Medway MA 02053
Tel: (508) 533-3205
jrusso@townofmedway.org*

MEMORANDUM

TO: BOARD OF SELECTMAN

CC: CAROL PRATT, FINANCE DIRECTOR

FROM: JOANNE M. RUSSO, TREASURER/COLLECTOR

RE: Presentation from Tallage, Massachusetts Municipality Tax Lien Investment Company

DATE: 05/30/2017

Attachment:

* Tax Title Sale/Auction Timeline



**SETTING UP A TAX TITLE ASSIGNMENT SALE AUCTION
M.G.L. c. 60, §52**

<i>Date</i>	<i>Action Item</i>
One Month Prior to Auction	<ul style="list-style-type: none"> ✓ Develop list of tax titles the municipality wants to sell; ✓ Calculate tax title account balances through the date of the auction; ✓ Develop protocols, rules and forms for auction (see reverse side)
14 Days Before Auction*	<ul style="list-style-type: none"> ✓ Advertise auction in newspaper of general circulation once, listing all tax liens for sale; ✓ Post notice in at least two public places.
10 Days Before Auction*	<ul style="list-style-type: none"> ✓ Send pre-auction notification to all owners of affected properties
1 Day Before Auction	<ul style="list-style-type: none"> ✓ Generate revised list of tax liens for sale after pre-auction payoffs
After Auction	<ul style="list-style-type: none"> ✓ Collect deposit(s) from winning bidder(s); ✓ Prepare Assignment forms for winning bidder(s); ✓ Exchange Assignment forms for full payments.

*Statutory Minimum Requirement

Statutory Rules and Restrictions

- Tax liens may be sold individually or in bundles. The minimum bid must be the redemption payoff amount as of the auction date including all fees (legal, publication, recording, etc.).
- Property owners and parties-in-interest may still redeem after an assignment, up and until a foreclosure judgment has entered. Owners may redeem by paying the municipal treasurer up and until a foreclosure complaint has been filed in Land Court; after that, all redemptions must be processed through the assignee (winning bidder).
- The redemption price is the same as if the municipality still held the lien; assignees may not allocate any premiums paid at auction to the redemption amount.
- Assignees assume the same rights and obligations of the municipality in the administration of tax titles under Mass. General Laws Chapter 60.
- Assignees may "sell back" any defective tax title liens to the municipality with interest.

Assignment Auction Best Practices

- Develop auction list well in advance of the auction and give prospective purchasers an opportunity to review the list and provide comment before finalizing the list for public notice. Municipal tax title inventories often have liens that are invalid due to assessment errors, or mistakes made in the tax taking. Many errors are capable of being fixed before the auction. Those liens that cannot be fixed should be taken off the list. A pre-auction comment period also

allows the municipality to “test the waters” to see whether the liens on the list are likely to attract buyers.

- Mail the required pre-auction notice to property owners at least a few weeks in advance of the auction to allow owners time to assemble funds for payoffs. On average between 30 – 40% of the liens on your auction list will be redeemed or enter into payment agreements between the mailing of the notices and the auction (excluding Land of Low Value parcels).
- Require each bidder to sign a statement that he/she has read your Auction Rules and agrees to comply with them.

Recommended Auction Rules and Regulations

The liens being offered in an Assignment of Tax Title Auction have NOT been foreclosed by the City/Town of _____.

The City/Town of _____ reserves the right to reject any and all bids.

The minimum bid is the amount due for redemption on this date. Any price paid in excess of the minimum bid (“premium”) may not be reimbursable by the assignee from a party redeeming the property. See, DOR IGR 05-208, p. 5.

The purchaser must pay a 10% deposit at the time of the auction. The deposit shall be made in the form of cash or a check made payable to the “City/Town of _____.”

After full payment is received, the Treasurer will issue an Instrument of Assignment and Purchaser’s Statement for each lien assigned. Full payment must be received within 14 days of the date of the auction. If full payment is not received within such time, the lien will be offered to the next highest bidder, and the City/Town reserves the right to keep the deposit from the initial bidder.

Any error, misstatement or omission in the description of the property shall not annul the assignment or be grounds for any abatement or compensation.

The Purchaser must pay for all recording fees. The Instrument of Assignment and the name of the person or agent authorized to release the lien (purchaser’s statement) must be recorded at the _____ County Registry of Deeds.

The Purchaser must keep future taxes current until he/she forecloses the lien with the Massachusetts Land Court or until the assigned tax title has been redeemed. Failure to keep taxes current shall render the purchaser ineligible to participate in future tax lien assignment auctions.

All bidders, if not a natural person, must be qualified to do business in the Commonwealth of Massachusetts, and provide documentation to that effect.

[For Bundles] All of the liens to be sold in this auction will be bundled and sold as one unit to the highest bidder. The minimum bid for this unit shall be announced the day of the sale. In the event that there are multiple parties bidding the same price, the person recognized first by the Treasurer will be selected as high bidder in accordance with standard auction procedures. The minimum incremental bid will be \$1,000.00.

To be eligible to participate in the auction, bidders must pre-register by 3PM on TBD, 2017 (five days before the scheduled auction).

AGENDA

ITEM #3

Review/Approve – Other Post-Employment Benefits (OPEB) Declaration of Trust

Associated backup materials attached:

- Memo from Joanne Russo, Treasurer/Collector
- OPEB Declaration of Trust

Proposed Motion:

I move that the Board vote to accept and sign the OPEB Declaration of Trust, as approved by vote of the Annual Town Meeting May 8, 2017 under Article 15, pursuant to the provisions of MGL Chapter 32B, Section 20.



Town of Medway

*Office of the Town Treasurer
155 Village Street, Medway MA 02053
Tel: (508) 533-3205
jrusso@townofmedway.org*

MEMORANDUM

TO: BOARD OF SELECTMAN

CC: CAROL PRATT, FINANCE DIRECTOR

FROM: JOANNE M. RUSSO, TREASURER/COLLECTOR

RE: OPEB Declaration of Trust

DATE: 05/30/2017

Please review and consider signing the OPEB Declaration of Trust that was approved at the May 8th 2017 Annual Town Meeting.

*Article 15: MGL Chapter 32B Section 20

TOWN OF MEDWAY
OTHER POST-EMPLOYMENT BENEFITS ("OPEB")
DECLARATION OF TRUST

DECLARATION OF TRUST made this ____ day of April, 2017 by the Town of Medway, acting through its Board of Selectmen ("Town"), and the Trustee of the Town's Other Post-Employment Benefits ("OPEB") Fund.

WITNESSETH:

WHEREAS, the Town has established certain other post employment benefits, other than pensions, for eligible former employees of the Town; and

WHEREAS, following acceptance of the provisions of G.L. c. 32B, §20, the Town established a trust for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board ("GASB") Statements 43 and 45; and

WHEREAS, following amendments to G.L. c. 32B, §20, Town Meeting accepted the amended statute on May 8, 2017;

WHEREAS, the Trust, in accordance with the amended provisions of G.L. c. 32B, §20, is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB; and

NOW, THEREFORE, the Town and the Trustee hereby declare and agree as follows.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1 "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. "GASB 43 and 45," shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-

employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.5. "Retired Employee" means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c. 32, or as otherwise provided by law.

1.6. "Trust" means the Town's OPEB Trust as hereby established.

1.7. "Trustee" means the Treasurer/Collector of the Town.

1.8. "Trust Fund" means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

ARTICLE 2 PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 43 and 45 and that it further qualify as a Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 ESTABLISHMENT OF TRUST

3.1. In accordance with the provisions of G.L. c. 32B, §20, the Town hereby establishes this Trust which shall be known as the "Medway OPEB Trust."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all benefits owed to Retired Employees have been satisfied or released.

3.3. The principal location of the Trust shall be the office of the Town Treasurer/Collector, located at 155 Village Street, Medway, MA 02053.

3.4. The Trustee hereby accepts the duties imposed upon him/her by this Declaration of Trust and agrees to perform said duties as a fiduciary duty in accordance with the terms and conditions of this Declaration of Trust.

3.5. The Trustee shall hold legal title to any property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustee by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Declaration requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4 TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.

4.2. The Trustee shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustee shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustee under this Declaration of Trust.

4.4 The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Declaration of Trust shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes.

4.5 The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.6. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Declaration of Trust.

4.7. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5 POWERS OF THE TRUSTEE

5.1. The Trustee shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Declaration, the powers of the Trustee, in connection with his/her managing and controlling the Trust and the Trust Fund, shall include, but shall not be limited to, the following:

5.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustee from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

5.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustee may choose and to pay premiums on such policies.

5.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustee shall comply with the provisions of Article 7 of this Declaration of Trust, applicable law and any investment policy adopted by the Trustee concerning the investment and management of the Trust Funds.

5.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustee shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

5.1.5. To hold cash, uninvested, for such length of time as the Trustee may determine without liability for interest thereon.

5.1.6. To employ suitable agents, advisors and counsel as the Trustee may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustee is entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice.

5.1.7. To hire employees or independent contractors as the Trustee may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust Fund.

5.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustee hereunder, by any by-laws adopted by the Trustee or by law.

5.1.9. To construe and interpret this Declaration of Trust and other documents related to the purposes of the Trust.

5.1.10. To maintain bank accounts for the administration of the Trust and the Trust Fund and to authorize certain persons to make payments from any appropriate account for purposes of the Trust.

5.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

5.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as he/she deems advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Declaration of Trust.

5.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustee, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

5.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Declaration of Trust. and for the administration and operation of the Trust and to do all acts as he/she, in his/her discretion, may deem necessary or advisable. All such contracts and agreements, or other legal documents herein authorized, shall be executed by the Trustee.

5.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

5.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

5.1.17. To take all actions, whether or not expressly authorized herein, which the Trustee may deem necessary or proper in connection with the administration of the Trust, although the power to take such actions is not specifically set forth herein.

5.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by him/her to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

5.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

5.1.20. To comply with all requirements imposed by applicable provisions of law.

ARTICLE 6 LIMITATION OF TRUSTEE'S POWERS, DUTIES AND RESPONSIBILITIES

6.1 Nothing contained in the Declaration of Trust, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustee other than those set forth in this Declaration of Trust.

6.2. The Trustee shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustee shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustee as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustee with respect to the Declaration of Trust or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

6.3. The Trustee, in his/her discretion, may purchase as an expense of the Trust Fund such liability insurance for him/herself or any other fiduciary as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustee, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

6.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustee, any insurance company, or any beneficiary of the Trust Fund.

The Trustee shall have no obligation or responsibility with respect to any action required by this Declaration of Trust to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Declaration of Trust.

6.5. Neither the Trustee nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Declaration of Trust, for any purpose, or be responsible for the validity of this Declaration of Trust, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

6.6. The Trustee shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 7 ACTIONS BY THE TRUSTEE

7.1. The Trustee may delegate to any attorney, agent or employee such other powers and duties as he/she deems advisable, including the power to execute, acknowledged or deliver instruments as fully as the Trustee might him/herself and to sign and endorse checks for the account of the Trustee.

7.2. The Trustee shall be required to give bond.

ARTICLE 8 LIABILITY OF THE TRUSTEE

8.1. The Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by him/her in good faith, nor for any action taken or omitted by any agent or employee selected with reasonable care, and the duties and obligations of the Trustee hereunder shall be expressly limited to those imposed upon him/her by this Declaration of Trust.

8.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

8.3. The Trustee is a public employee for purposes of G.L. c. 258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.

8.4. The Trustee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter

where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

**ARTICLE 9
TAXES, EXPENSES, AND COMPENSATION**

9.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustee shall use the assets of the Trust Fund to pay for any taxes owed.

9.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustee as may be approved by Town Meeting from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust Fund unless the Town chooses to pay the expenses directly.

**ARTICLE 10
ACCOUNTS**

10.1. The Trustee shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Declaration of Trust. Such records, as well as all other Trust records, shall be retained and made available for public inspection and/or copying in accordance with the requirements of the Public Records Law, G.L. c. 66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. Any person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

10.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustee.

10.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit.

**ARTICLE 11
ANNUAL REPORTS**

11.1. The Trustee shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 12
INVESTMENT OF TRUST FUNDS

12.1. The Trustee is authorized to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy, if applicable.

12.2. In no event shall any funds be invested directly in mortgages or in collateral loans.

ARTICLE 13
CUSTODY OF THE TRUST FUNDS

13.1. The Trustee is hereby appointed as custodian of the Trust Fund and authorized to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

13.2. The Trustee shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustee may draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 14
TERMINATION OF TRUST

14.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by the Trustee, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Town.

14.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustee, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

14.3. The powers of the Trustee shall continue until the affairs of the Trust are concluded.

ARTICLE 15
AMENDMENTS

15.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

15.2. This Declaration of Trust may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

15.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

15.2.2. The duties and liabilities of the Trustee cannot be substantially changed without his/her written consent.

15.3 Any amendment to this Trust shall be executed in writing.

ARTICLE 16 MERGER

16.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

ARTICLE 17 SEVERABILITY OF INVALID PROVISIONS

17.1. If any provision of this Declaration of Trust is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Declaration of Trust for any reason, and the remaining parts of the Declaration shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 18 MISCELLANEOUS

18.1. This Declaration of Trust shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

18.2. The titles to Articles of this Declaration of Trust are placed herein for convenience of reference only, and the Declaration of Trust is not to be construed by reference thereto.

18.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustee, or as to whether or not the Trustee has acted pursuant to any authorization herein required, or as to the terms of this Declaration of Trust. In general, each person dealing with the Trustee may act upon any advice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustee that he/she is acting in accordance with this Declaration of Trust shall be conclusive in favor of any person relying thereon.

18.4. This Declaration of Trust may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

18.5. Until advised to the contrary, the Trustee may assume this Trust is entitled to exemption from taxation under Section 115 of the Code or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Code.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Trust to be executed in their respective names by their duly authorized officers as of the day and year first above written.

IN WITNESS WHEREOF, this Declaration of Trust has been duly executed on the date written above.

BOARD OF SELECTMEN

Glenn Trindade, Chairman

Maryjane White, Vice Chairman

Richard D’Innocenzo, Clerk

Dennis Crowley, Member

John Foresto, Member

Dated: _____

OPEB FUND TRUSTEE

Joanne Russo

Dated: _____

AGENDA

ITEM #4

Grant Expenditure Authorization – Mass DOT Rt. 109 Project Fire Alarm Replacement- \$25,385.47

Associated backup materials attached:

- Notice of Grant Award
- DOT Contract

Proposed Motion:

I move that the Board authorize the expenditure of the Route 109 Project Fire Alarm funds to relocate and replace fire alarm wire to new poles along route 109, and to replace wire, supports, hooks, junction boxes, street boxes, and tie-ins of multiple master boxes, in an amount not to exceed \$25,385.47.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Fire DATE: 5/22/2017

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Bob O'Neill

NAME OF GRANT: Rte. 109 Project Fire Alarm Work

GRANTOR: Mass DOT

GRANT AMOUNT: \$25,385.47

GRANT PERIOD: 12/29/2015 - 07/01/2019

SCOPE OF GRANT/
ITEMS FUNDED Replace and relocate fire alarm wire to new poles in the area of Route 109 project.
Entails replacement of wire, wire supports, hooks, 18 junction boxes, relocation of
streetboxes, and tie-ins to several masterboxes and side roads.

IS A POSITION BEING
CREATED: NO

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

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

MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Date Feb. 16, 2016


WE, Town of Medway
(UTILITY/RAILROAD OWNER)

Address: 155 Village St, Medway, MA 02053

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

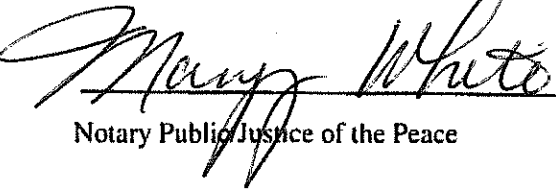
We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

By: 

Name: John Foresto

Title: Board of Selectmen Chairman

Subscribed and sworn to before me this 9th day of Feb, 2016


Notary Public/Justice of the Peace

My Commission Expires: Aug 19, 2022

EXHIBIT B

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
John Foresto	Medway Board of Selectmen Chairman

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date:

Title: Board of Selectmen Chairman

Telephone: 508.533.3264

Fax: 508.321.4988

Email: bos@townofmedway.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC

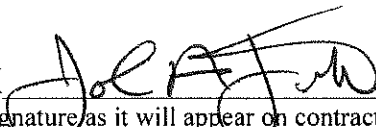
PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached Contractor Authorized Listing

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): John Foresto

Title: Medway Board of Selectmen Chairman

X 
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Mary Jane White (NOTARY) as a notary public certify that I witnessed the signature of the
aforementioned signatory above and I verified the individual's identity on this date:

JAN 6, 20 15

My commission expires on:

AUG 19, 2022

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the
aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an
authorized signatory for the Contractor on this date:

_____, 20 _____

AFFIX CORPORATE SEAL

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 under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Medway d/b/a Medway Fire Department		DEPARTMENT NAME: Department of Transportation - Highway	
Legal Address: (W-9, W-4,T&C): 155 Village St Medway, MA 02053-1147		MMARS Department Code: DOT	
Contract Manager: Jeffrey Lynch		Business Mailing Address: 10 Park Plaza Room 6340 Boston, MA 02116	
E-Mail:		Billing Address (if different):	
Phone: 508-533-3213 Fax:		Contract Manager: Guy Rezendes	
Contractor Vendor Code: VC 6000 191 877		E-Mail: Guy.Rezendes @ state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD 001		Phone: 657-368-9489 Fax: 657-368-0632	
(Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 0608 INTF 00X0 2016 A00 89686	
RFRR/Procurement or Other ID Number: Utility Force Account 89686			
<u>X</u> NEW CONTRACT		<u> </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____, (or "no change")	
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)	
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)		<input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget)		<input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)	
<input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): 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.			
<input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended), \$ <u>25,366.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated 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 <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) The Medway Fire Department has performed design services for the relocation of its fire alarm facilities (which includes the scope of work, estimated budget and estimated duration), and will perform the actual utility relocation in order to accommodate the MassDOT construction project, pursuant to MassDOT's letter to the utility, attached hereto. The specific scope of work, basis of compensation, and method of compensation are set forth in the "Utility Force Account Terms and Conditions" attached hereto. MassDOT is authorized to reimburse the utility owner for all of the above-described work. FY 2016-20			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>July 1</u> , 20 <u>18</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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" 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 applicable <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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR MASSDOT:	
X: <u>[Signature]</u> Date: <u>12/29/15</u>		X: _____ Date: _____	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>John Foresto</u>		Print Name: _____	
Print Title: <u>Board of Selectmen Chairman</u>		Print Title: _____	

Acts

2009

CHAPTER 25 AN ACT MODERNIZING THE TRANSPORTATION SYSTEMS OF THE COMMONWEALTH

Whereas, The deferred operation of this act would tend to defeat its purpose, which is forthwith to reorganize and restructure transportation agencies in the commonwealth to help address anticipated funding deficiencies, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Section 17 of chapter 6 of the General Laws, as appearing in the 2006 Official Edition, is hereby amended by striking out, in line 13, the words ", the Massachusetts aeronautics commission".

SECTION 2. The second sentence of section 17A of said chapter 6, as most recently amended by section 1 of chapter 27 of the acts of 2008, is hereby amended by striking out the words "secretary of transportation and public works" and inserting in place thereof the following words:- "secretary of transportation".

SECTION 3. Sections 57, 58 and 59 of said chapter 6 are hereby repealed.

SECTION 4. Section 8C of chapter 6A of the General Laws, inserted by section 6 of chapter 233 of the acts of 2008, is hereby amended by striking out subsection (a) and inserting in place thereof the following subsection:-
(a) There shall be established a structurally deficient bridge improvement program coordination and oversight council. The council shall consist of a chair appointed by the governor, the secretary of administration and finance, the secretary of transportation, the secretary of energy and environmental affairs, the administrator of the division of highways of the Massachusetts Department of Transportation, and the commissioner of capital asset management and maintenance, or their designees.

SECTION 5. Sections 19, 19 1/2 and 19A of said chapter 6A are hereby repealed.

SECTION 6. Section 103 of said chapter 6A is hereby repealed.

SECTION 7. Section 104 of said chapter 6A is hereby repealed.

SECTION 8. The General Laws are hereby amended by inserting after chapter 6A the following chapter:-

**Chapter 6C
MASSACHUSETTS DEPARTMENT of TRANSPORTATION**

<https://malegislature.gov/Laws/SessionLaws/Acts/2009/Chapter25/Print>

Section 3. The department shall have all powers necessary or convenient to carry out and effectuate its purposes including, without limiting the generality of the foregoing, the power to:

(21) place and maintain or grant permission by easement or otherwise to any public utility, corporation or person to place and maintain on or under or within the state highway system, the metropolitan highway system or the turnpike, or any part thereof, ducts, pipes, pipelines, mains, conduits, cables, wires, towers, poles or other structures to be so located as not to interfere with the safe and convenient operation and maintenance of the state highway system, the metropolitan highway system or the turnpike, and to contract with any such public utility, corporation or person for such permission on such terms and conditions as may be fixed by the department; provided, however, that in case of any such relocation or removal of facilities, the public utility, corporation or person owning or operating the same, its successors or assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location for as long a period and upon the same terms and conditions as it had the right to maintain and operate such facilities in their former location; and provided further, that otherwise, the department shall have the power to grant such easements over any real property held by the department as will not, in the judgment of the department, unduly interfere with the operation of any of its mass transportation facilities;

UTILITY FORCE ACCOUNT
TERMS AND CONDITIONS
Number 89686

FEDERAL AID PROJECT NUMBER: STP-002S(837)

MUNICIPALITY: MEDWAY

BRIDGE NUMBER: M-13-12

COUNTY OF: NORFOLK

ROUTE 109 INCLUDING BRIDGE NUMBER M-13-12

This Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the TOWN OF MEDWAY FIRE DEPARTMENT, hereinafter called the "Owner", and

WHEREAS, MassDOT proposes to reconstruct a portion of Route 109 including Bridge Number M-13-12 in the above Municipality, in Commonwealth of Massachusetts, and

WHEREAS, the Owner has installed and is operating and/or maintaining fire alarm distribution facilities hereinafter called the "Facilities", and

WHEREAS, the reconstruction of said bridge will make necessary the alteration and/or relocation of the Facilities hereinafter called the "Adjustment" to the extent shown on the construction plans, and

WHEREAS, the eligibility of Federal participation has been established in accordance with the current edition of Title 23, CFR, of the United States Department of Transportation, Federal Highway Administration, hereinafter called "FHWA".

NOW THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, it is hereby agreed between the parties hereto as follows:

WORK ORDER SYSTEM
DIVISION OF WORK

Section 1. All necessary labor, materials, equipment and other services shall be furnished by the Owner in accordance with 23 code of Federal Regulations Part 645. Utilities and the work shall be done by method a, b' or c as shown below:

- a) By the Owner's Forces.
- b) By a contractor, who is the lowest pre-qualified bidder based on appropriate solicitation.
- c) By a continuing contract subject to approval by MassDOT under which certain work is regularly performed for the Owner.

When either method b or c is used, the Owner agrees to supply to MassDOT's Resident Engineer a copy of the contract between the Owner and the contractor, prior to the start of any work by the Owner's contractor.

Any relocation of utilities or utility facilities carried out under this agreement, in accordance with M.G.L. c. 6C, sec. 44(c), which is not performed by employees of the utility owner shall be subject to the prevailing wage law, M.G.L. c. 149, sections 26 to 27F. If the utility relocation work is performed by employees of the utility owner, the work will not be subject to the prevailing wage rates.

Prevailing wage rates for the utility's contractor(s) are available from MassDOT. The wage rates shall either accompany this agreement or be provided to the utility company under separate cover. The wage rates shall be incorporated into the actual costs incurred by the utility's contractor for the relocation work's cost. MassDOT will obtain annual updates for the wage rates. The wage schedule and updates must be posted at the worksite for the duration of the work. The utility owner must keep and submit to MassDOT weekly the certified payroll records and a signed statement of compliance (email is acceptable) for each subcontractor. No reimbursements under MGL c. 149, section 27B will be made until certified payroll records for the work have been received.

For further information on the prevailing wage requirement and to obtain wage schedules, go to the Department of Labor Standards website at www.mass.gov/dols.

Section 2. It is understood and agreed that certain preliminary engineering has been performed by the Owner during the period from September 28, 2011 to the date of this agreement.

Section 3. The Owner hereby agrees that except for minor revisions, the scope of the work necessary to complete the Adjustment cannot be altered or enlarged without the prior written approval of MassDOT. If a change other than minor is necessary or desirable, the owner agrees to submit a written request to MassDOT for approval with a revised force account and plan. Written approval from MassDOT is not necessary when a condition results in an actual threat to the public safety or convenience, but a written report shall be submitted by the owner to the Engineer as soon as feasible.

Section 4. The District Highway Director shall notify the Owner, in writing, when the Owner is authorized to start work described in this agreement. When MassDOT's general contract has been executed, the District Highway Director shall furnish the name of the general contractor and state that the contractor has been notified that an Agreement is in force between the Commonwealth and the Owner. The Owner hereby agrees to notify the District Highway Director, in writing, prior to the start of any construction work by the Owner in connection with this agreement.

Section 5. The Owner hereby agrees to coordinate its force account work with the Resident Engineer of the project on a daily basis at a mutually agreeable time and to advise the Resident Engineer when work is suspended for a period of one day or more, when work is resumed and when work is completed on the project. Such coordination of work between the Owner and the Resident Engineer, can be done either verbal or in writing. The Owner also agrees that any work not previously scheduled to be done on a Saturday, Sunday or Legal Holiday will be done only after a three day advance notice has been given to the Resident Engineer, or lesser notice with written approval by the Resident Engineer, except when a condition exists which is an actual threat to the public safety or convenience.

Section 6. The Owner hereby agrees that its foreman or other authorized representative shall furnish to the Resident Engineer a written daily report of labor, materials and/or units installed (as shown and detailed on "Exhibit A"), equipment, and salvage, exclusive of prices, in connection with work by the Owner within two (2) working days from the close of the working day reported. Such daily report shall be submitted to the Resident Engineer on Form CSD-123 entitled: "Daily Work Force Report" (attached hereto and/or available on the MassDOT website)

Section 7. Upon the completion of the physical work, the Owner shall complete a "Utility Completion form" (attached hereto and/or available on the MassDOT website) to the District Highway Director showing the work actually done in connection with this Agreement.

Section 8. At the time of final billing or prior thereto, the Owner agrees to furnish MassDOT, in writing an explanation of any overruns or underruns amounting to more than twenty-five percent (25%) of the preliminary estimated cost. If the actual cost of the force account work does not exceed one thousand dollars (\$1000), an explanation will not be necessary unless the overrun or underrun is in excess of fifty percent (50%).

WORK ORDER SYSTEM **DIVISION OF EXPENSE**

Section 1. The Commonwealth will reimburse the Owner of the actual costs and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body for the adjustment of the Owner's Facilities under this Agreement, including the preliminary engineering performed by the Owner during the period from September 28, 2011 to the date of this Agreement less the salvage value of materials removed, determined in accordance with the applicable provisions of the Federal Highway Administration presently in effect.

MassDOT and the Owner prior to the start of construction will agree upon a relocation schedule. If the relocation is completed within the agreed upon time, MassDOT will reimburse the Owner 100% of its costs. If the Owner has inexcusably failed to meet the agreed upon schedule after written notice to the Owner outlining such failure, MassDOT will assess the Owner 1% of the amount to be reimbursed for each work day delayed.

If the relocation is so far behind schedule due to the Owner's sole negligence so that a contractor successfully brings a claim against MassDOT for costs of delay, the costs of said claim will be deducted from the relocation monies due the owner.

Section 2. Notification to commence preliminary engineering was issued dated September 28, 2011. An estimate of the cost of the labor, materials, equipment and other services to be furnished by the Owner for the Adjustment, dated May 15, 2015 is attached hereto and made a part hereof as "EXHIBIT A". Any supplementary estimate which is subsequently approved by the Chief Engineer of MassDOT and by the Owner will be attached hereto and made a part hereof.

It is understood that rates and cost components used in the estimate are not intended for use as reimbursable billing rates or costs in lieu of actual costs supported by the Owner accounting records.

In order to determine reimbursable actual costs for the Owner's equipment, the Owner shall maintain accounting and usage records for each item of equipment in sufficient detail to develop hourly billing rates acceptable to MassDOT upon audit. As an alternative to maintaining such detailed records for the Owner's equipment, the Owner may request and receive reimbursement at hourly rates not in excess of rates determined by use of the Construction Equipment Ownership Expense Schedule, Region 1, U.S. Army Corps of Engineers (A.C.E. Schedule) in effect at the time of usage. Invoices based upon such A.C.E. rates shall be accompanied by descriptive detail on each equipment item sufficient to permit identification in the A.C.E. Schedule; plus appropriate page references to the A.C.E. Schedule and/or A.C.E. rate computations. For equipment items not identifiable in the A.C.E. Schedule, or in special circumstances, the Owner may request MassDOT pre-approval of rates estimated on a reasonable basis. This paragraph does not apply to items of equipment rented by the Owner from third parties.

Section 3. All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT and/or the FHWA; and the Owner will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Owner which pertain to the performance of the provisions and requirements of this Agreement.

Section 4. There is no extension of service life in the Adjustment of the Owner's facilities in accordance with the conditions of said memorandum of the FHWA.

METHOD OF PAYMENT TO THE OWNER

Section 1. During the course of the project, the Owner may present monthly progress bills of the incurred costs for approval and payment by MassDOT.

Section 2. Upon completion of the physical portion of the Adjustment to the satisfaction of MassDOT and the Owner, written notification shall be given to the District Highway Director by the Owner that said work has been completed and, within 120 days thereof, the Owner will submit to MassDOT a final detailed bill as required by the FHWA, and final settlement will then be made between the MassDOT and the Owner.

FUTURE MAINTENANCE

Upon the completion of the Adjustment of the Owner's Facilities, the Owner shall thereafter maintain said Facilities as adjusted including the cost thereof.

MISCELLANEOUS

This Agreement shall not be considered fully executed until signed by the Department and nothing under **Division of Work**, shall commence until the effective start date of performance, **Notice to Proceed**, is issued by MassDOT.

Title to said Facilities as adjusted shall remain with the Owner.

Any permit as required shall be issued by MassDOT. The conditions of said permit providing for removal of the Owner's Facilities and also any conditions inconsistent with the provisions of this Agreement shall not apply thereto.

This agreement is set to expire on the date noted on the Standard Contract Form "Contract End Date". If an extension of time is needed beyond this date, a request is needed in writing with a minimum 60-day advance notice before the expiration date. The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. An extension for this agreement after this date will not be granted and will be terminated. Any work done after this Contract End Date may not be reimbursable to the Owner.

BUY AMERICA REQUIREMENTS

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

(a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

(b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement as "Exhibit B." Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

(c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Utility Completion Form (UF-1)

UTILITY COMPANY INPUT			
Contract No:	Contract Name:	Contract Location:	District:
Name of Utility:		Name of Utility Authorized Representative:	
Utility Transmittal No:	Date: <small>Click here to enter a date.</small>		
Name of Contractor:		Name of Contractor Authorized Rep:	
Force Account Agreement No.	Force Account Date:	Utility Phase <small>(if applicable):</small>	
Was the work for the utilities completed?			<input type="checkbox"/> Yes <input type="checkbox"/> No
*Attach all documentation (i.e. Daily Force Accounts and Chargeable Invoices)			
Start Date: <small>Click here to enter a date.</small>		End Date: <small>Click here to enter a date.</small>	
If yes, was the work completed within the current approved Utility Duration as referenced in the Force Account agreement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has all the completed force account paperwork been attached?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, have you, the Utility, notified the MassDOT R.E. of completion date and forwarded confirmation, to the Contractor?			<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ <i>Utility/Authorized Representative Signature</i>		_____ <i>Date</i>	
CONTRACTOR INPUT			
To the best of my (<i>Contractor Rep</i>) knowledge, I agree that the Utility has completed their (<i>Utility</i>) known scope, for this applicable phase of the Utility work, to allow the Contract Work to progress.			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: this form does not serve as a proper notice of delay – see Contract requirements. If no, has MassDOT been formally notified, via letter, identifying what work is preventing the Contractor from progressing?</i>			
Confirmed Start Date: <small>Click here to enter a date.</small>		Confirmed End Date: <small>Click here to enter a date.</small>	
If there are no known issues with the Utility's declared completion of their work – Contractor to sign here. Otherwise, provide (here or attached) a summary of what is not complete and preventing work from progressing and forward to MassDOT and the Utility).			
_____ <i>Contractor/Authorized Representative Signature</i>		_____ <i>Date</i>	
Send To: Name of MassDOT Auth. Representative:		Date sent to MassDOT:	
<small>Choose Name</small>		<small>Click here to enter a date.</small>	
MassDOT DISTRICT CONFIRMATION			
Was the work for the utilities completed?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date: <small>Click here to enter a date.</small>		End Date: <small>Click here to enter a date.</small>	
If yes, was the work completed within the current approved Utility Schedule as referenced in the Force Account?			<input type="checkbox"/> Yes <input type="checkbox"/> No
In compliance with agreement duration?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, Resident Engineer drafts memo to State Utility Engineer to initiate payment CC: Resident Engineer, District Utility Constructability Engineer, District Construction Engineer			
Confirming this is a <u>phase</u> payment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Confirming this is a <u>final</u> payment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
CC: Resident Engineer, State Utility Engineer, District Utility Constructability Engineer, District Construction Engineer			
_____ <i>MassDOT/Authorized Representative Signature</i>		_____ <i>Date</i>	

REPORT DATE: 13-Feb-14



DAILY WORK FORCE REPORT

UTILITY - Force Account:

NAME OF UTILITY CO. _____

Force Account Agreement # _____

Agreement with: _____

Agreement Date: _____

Eligible for Reimbursement Yes No



CONTRACTOR - Time & Materials:

* Check one only

NAME OF PRIME CONTRACTOR/USEE

NAME OF SUB-CRITICAL CONTRACTOR

Note: * All Sub-Contractors work force shall be tracked individually and separately from the Prime Contractor.

DATE OF WORK PERFORMED: 13-Feb-14

Project Description/Town City _____ Project # _____ Contract # _____

Description of Work Performed (including Location / Area):

LABOR

NAME	CLASSIFICATION	NO.	TIME WORKED	HOURS		
				REG'R	O.T.	TOTAL
FIRST LAST			7:30 AM TO 4:00 PM			0
		0		0	0	0

EQUIPMENT

DESCRIPTION / MODEL / MAKE / YEAR	NOTES	No.	TIME WORKED	HOURS		
				REG'R	STAND BY	TOTAL
			7:30 AM TO 4:00 PM	0	0	0
		0		0	0	0

MATERIAL

DESCRIPTION	INVOICE #	\$ AMOUNT
		50

SALVAGE / CREDIT DESCRIPTION	INV. #	QNTY. / UNIT	\$ AMOUNT
			50
			50

RECEIVED _____

TITLE _____

DATE: _____

SIGNED _____

TITLE: _____

DATE: _____

MassDOT - Highway Division

Utility Company Representative (or) Contractor

Note: The signatory above certifies his/their ownership of labor, materials and equipment used and shall not be construed as a record of any record of payment or claim.

UTILITY RELOCATION COVER SHEET



Date: 5/15/2015
MassDOT Project File No: 605657
Project Description: Rte. 109 Project

Utility : Medway Fire Alarm 44 Milford St
Design Submittal: Medway, MA 02093
Submitted By: Robert O'Neill Jeffrey Lynch 508-533-3213

Name: Robert O'Neill Tel. #: 508-922-4472
Email: boneill@medwayfd.com

Estimated Labor Cost: \$4,000
Estimated Material Cost: \$7,925.07
Estimated Equipment Cost (if applicable): \$1,220
Estimated Police Details / Traffic Protection Cost: \$3,590.40
Estimated SUB CONTRACTOR Cost (if applicable): \$8,650
Estimated Salvage Value (to be subtracted from total): 0
Estimated TOTAL Cost: \$25,385.47

- Temporary Relocations Included
 - Sketches Attached
 - Facility Betterment
- (If CHECKED, provide brief explanation)

If NO salvage value included, provide brief explanation: Current wire in copper-clad steel with little to no value.

Aerial Relocations:

Total Number of poles necessitating relocation (even if utility is NOT installing the pole): 85
Total amount of wire / cable for relocation (in feet): 12,000'

Brief Explanation of Scope of Work / Other Remarks:
Replace and relocate fire alarm wire to new poles in area of Rte 109 project. Entails replacement of wire, wire supports, hooks, 18 junction boxes, relocation of streetboxes, and tie-ins to several masterboxes and side roads.

Underground Relocations:

Total Number of pipe or conduit for relocation: 0
Total amount of manholes for RELOCATION (Adjustments not included): 0

Brief Explanation of Scope of Relocation Work / Other Remarks:
Exhibit A
2/3

MassDOT Utility Relocation Scheduling Spreadsheet

*Please complete this form for all work required for your utilities relocation. Each event shall be broken down and categorized for the work required. Each task shall have the required duration based on a minimum 8 hour work day. These durations do not include holidays or weekends unless specifically noted. Each Phase shall be noted whether it is a Phase proposed by the utility or by MassDOT. It should also be noted if work is required by another party during any of the Phases which are outlined below. The estimated time durations submitted by the utility company shall be binding for reimbursement and shall be documented as to how the duration was determined. If MassDOT determines that a duration is excessive and can not be documented, MassDOT will reject the proposal and the project will become non-reimbursable.

An initial lead time (30 days) for the first utility to begin relocations will be granted. All other lead time will run concurrent with actual work being performed on site.

	Is there necessary construction work to be done by MassDOT contractor prior to utility relocations:	Yes	No	
Description				
MassDOT Construction Phase 1:				Estimated duration by work days*
Utility Task 1	Replace approximately 12,000' of fire alarm wire, ATB's, alarm boxes, and associated hardware for 109 project.			3 Days
Utility Task 2				
Utility Task 3				
Utility Task 4				
Utility Task 5				
Utility Task 6				
Utility Task 7				
Utility Task 8				
MassDOT Construction Phase 2:				Total Phase 1
Utility Task 1				
Utility Task 2				
Utility Task 3				
Utility Task 4				
Utility Task 5				
Utility Task 6				
Utility Task 7				
Utility Task 8				
MassDOT Construction Phase 3:				Total Phase 2
Utility Task 1				
Utility Task 2				
Utility Task 3				
Utility Task 4				
Utility Task 5				
Utility Task 6				
Utility Task 7				
Utility Task 8				
				Total Phase 3

The Contractor and/or MassDOT's designated contact shall contact the Utilities within a specified lead time to properly notify utilities of the start of scheduled relocation work. Such coordination of work between the Contractor and/or MassDOT's designated contact and the Utility shall be done in writing, including electronic mail.

MassDOT Project File No:605657

Project Description: Reconstruction of Rte 109

Breakdown of Unit Prices for Fire Alarm Wire Replacement

Labor:

FD Lineman:	40 hours @ \$50/Hr x2 per day	\$4,000.00
Sub-Cont Lineman	32 hours @ \$101/Hr	\$3,232.00
Sub-Cont Ground Man	32 hours @ \$82/Hr	\$2,624.00
Sub-Cont Reel Man	16 hours @ \$82/Hr	\$1,312.00
Sub-Cont Design & Layout	2 hours @ \$101/Hr	\$202.00
	Total Labor	\$11,370.00

Materials:

Fire Alarm Wire	12,000 feet of Rural C-Wire, IMSA 29-3	\$5,564.00
Junction Boxes	18 ATB's @ \$43.74 each	\$787.32
Pole Hardware	85 J-Hooks @ \$2.95 each	\$250.75
Wire Supports	85 Tangent Supports @ \$9.00 each	\$765.00
	<u>36 Dead-End Supports @ 15.50 each</u>	<u>\$558.00</u>
	Total Materials	\$7,925.07

Equipment:

FD Bucket Truck	32 hours @ \$38.13/Hr	\$1,220.00
Sub-Cont Bucket Truck	32 hours @ \$40/Hr	\$1,280.00
	Total Equipment	\$2,500.00

Police Details:

Police Officer	32 hours @ \$51/Hr x 2 (estimate)	\$3,264.00
	<u>Police Admin Fee 10% of detail</u>	<u>\$326.40</u>
	Total Police Detail	\$3,590.40

Project Total

\$25,385.47

3/3

AGENDA

ITEM #5

Approval – Lease/Purchase of Breathing Apparatus - \$250,828.00

Associated backup materials attached:

- Memo from Chief Lynch
- Price proposal
- Segment of Commcan Host Community Agreement

Proposed Motion:

I move that the Board approve the agreement for the lease/purchase of self-contained breathing apparatus' for the Fire Department as approved by vote of the Annual Town Meeting May 8, 2017 under Article 13, in an amount not to exceed \$250,828.00, subject to review and approval by the Town Accountant and Town Counsel.



44 MILFORD STREET
MEDWAY, MA 02053

TOWN OF MEDWAY

FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



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

To; Honorable Board of Selectmen
From; Jeffrey P. Lynch, Chief of Department
Subject; SCBA lease purchase
Date; May 26, 2017

Honorable Selectmen,

I am seeking your approval of a lease agreement with Merrimack Capital Services to purchase 30 new Self Contained Breathing Apparatus and related equipment. As you know, Town Meeting approved the purchase. Primary funding, \$65,800 per year, will be from an agreement with CommCan being constructed on Mark Road. The remaining \$560.84 will be from my Fire Equipment account.

The breathing apparatus we will be purchasing has state of the art technology and will include accountability software that will enable the incident commander to track who is on the fire scene and can signal them to evacuate hazardous areas if radio communications is lost. Additionally, 6 of the packs will have thermal imagers built into them so the Firefighters with those packs do not have to carry an additional piece of equipment with them. Battery technology for these packs is superior to the packs we presently have today as well. Firefighter who require glasses will also have the ability to be fitted so glasses are built into the masks as well. The packs also include a 15 year warranty which covers everything on the packs except batteries and soft goods.

I am excited to put these packs into service as they will help my personnel do their jobs and protect them and the public even better than the packs we presently have.

Thank you for your consideration on this matter.

Sincerely,

Jeffrey P. Lynch
Chief of Department

MERRIMAC CAPITAL SERVICES

www.merrimaccapitalservices.com

11 LIANA STREET WOBURN, MA 01801
Email: vince@merrimaccapitalservices.com

Phone: 1-781-933-1381
Fax: 1-866-583-6340

May 11, 2017

Chief Jeff Lynch
Town of Medway, MA FD
155 Village St.
Medway, MA 02053

RE: Lease Purchase Re, re-Quote

Dear Chief Lynch,

Thank you for your interest in a Lease Purchase financing arrangement for the MSA Breathing Apparatus supplied by Charlie Poirier and Firematic Supply. Merrimac Capital Services, LLC is an independent finance company whose principals have over 35 years' experience in the lease finance industry. Look us up on the web at www.merrimaccapitalservices.com.

In 2014, 80% of all US Companies and Municipalities used leasing and financing to acquire more than \$521 billion of capital equipment. Typically, Lease Purchase financing terms range from 2 to 5 years. Longer term may be available upon request.

For your information, Lease Purchase financing structure can be arranged:

MONTHLY
QUARTERLY
SEMI ANNUALLY
ANNUALLY
STRUCTURED PAYMENTS

The Municipal Lease Purchase Agreement has the Non-appropriations language as part of the Contract with automatic ownership upon successful completion of all the payments

By allowing Merrimac Capital Services and its financial partners to arrange a Lease Purchase financing arrangement for office and rescue equipment, machinery, production equipment or trucks (*new or used, titled or untitled*), you won't need to expand that much needed capital on equipment which depreciates, becomes obsolete and is ultimately going to be replaced. Also, lease payments are considered a *'hedge on inflation'* due to the fact that the lease payments are fixed for the entire term of the lease.

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COMMERCIAL • MUNICIPAL • FEDERAL

Medway, Town of
May 11, 2017
Page 2

The following are our *preliminary* Lease Purchase quotes subject to credit approval:

Equipment Cost: \$250,828.00
Equipment: MSA Breathing Apparatus

Quote # 1
Term 4 years
Payment Structure annual, up front beginning Sept 1st, 2017
of payments 4
Payment \$66,360.34 ea

Quote # 2
Term 5 years
Payment Structure annual, up front beginning Sept 1st, 2017
of payments 5
Payment \$54,120.23 ea

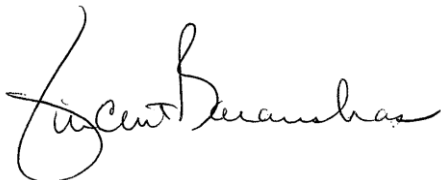
- a. This deal will have to be requoted as we get closer to Sept. as rates may have changed
- b. Payments are up-front unless otherwise stated
- c. This is a finance/ownership contract. No residual value.
- d. Payments are fixed for the term

Acknowledged and Accepted by _____

Title _____ Date _____ Quote you wish to pursue # _____

Please do not hesitate to contact me at 781-933-1381 if you have any questions. Thank you and I look forward to talking with you soon.

Sincerely,



Mr. Vincent Barauskas, owner

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COMMERCIAL • MUNICIPAL • FEDERAL**

COMMCAN, INC.

Host Community Agreement
Registered Marijuana Dispensary - Cultivation & Processing Facility
Medway, Massachusetts

This Host Community Benefit Agreement for a Registered Marijuana Dispensary cultivation and processing facility, ("RMD") is entered into this 16th day of May, 2016 by and between CommCan, Inc. a Massachusetts not-for-profit corporation formed under MGL ch.180 *et seq.* with a principal office address of 730 Main Street, Millis, Massachusetts 02054 ("OPERATOR") and the Town of Medway, a Massachusetts municipal corporation with a principal address of 155 Village Street, Medway, Massachusetts 02053 ("TOWN"). The obligations of OPERATOR and the TOWN recited herein are specifically contingent upon OPERATOR obtaining a Final Certificate of Registration for operation of a RMD in the TOWN from the Department of Public Health ("DPH") and upon OPERATOR obtaining municipal approvals for construction and operation of the RMD cultivation and processing facility from the TOWN.

WHEREAS, OPERATOR has submitted three (3) applications to operate RMDs in the Commonwealth of Massachusetts, consisting of one (1) cultivation facility in Medway and three (3) retail locations in communities other than Medway;

WHEREAS, OPERATOR intends to locate a RMD cultivation and processing facility at 2 Marc Road, Medway, in accordance with regulations issued by the DPH and zoning by-laws issued by the TOWN;

WHEREAS, OPERATOR has obtained a letter of support from the TOWN for the siting and operation of a RMD cultivation and processing facility in the TOWN;

WHEREAS, OPERATOR intends to provide certain benefits to the TOWN in the event that OPERATOR obtains a Final Certificate of Registration to operate a RMD cultivation and processing facility in the TOWN and has received all state and local approvals, and begins providing marijuana for medical use to patients, their caregivers, the public, or other RMDs:

NOW, THEREFORE, in consideration of the above, OPERATOR offers the TOWN and the TOWN accepts this Host Community Agreement in accordance with MGL ch.44 §53A:

1. In the event that OPERATOR obtains a Final Certificate of Registration from DPH for the operation of a RMD cultivation and processing facility in the TOWN and receives any and all necessary and required permits and licenses issuable by the TOWN, which said permits and/or licenses allow OPERATOR to locate, occupy and operate the RMD cultivation and processing facility in the TOWN, then OPERATOR agrees to provide the TOWN with the following benefits:

- a. Self-contained Breathing Apparatus (SCBA) devices for the fire department, with a total value of two hundred sixty-three thousand two-hundred dollars (\$263,200). This gift will be provided in four (4) equal annual installments of sixty-five thousand eight hundred (\$65,800), commencing on August 1, 2017 ("Payment Commencement Date"), with the following three (3) payments due on or before that anniversary date;
- b. A Youth Activity Program through the Medway Public Library funding at the rate of ten thousand dollars (\$10,000) per year, with such gift commencing on February 1, 2018, and provided annually thereafter for the duration of this Agreement;

AGENDA

ITEM #6

**Discussion – Waiving Banner Display Fee for
Non-Profit Organizations**

Associated backup materials attached:

- Banner Display Request Application

TOWN OF MEDWAY Banner Display Request

Organization Name: _____

Event for which banner is displayed: _____

Date(s) of event: _____

Dates Requested (max. 2 weeks): _____

Applicant Name/Responsible Party: _____

Address/Telephone: _____

Email Address: _____

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment:
1. Fee of \$60 is due within seven (7) days of booking and prior to the banner display (see policy for exception). Checks should be made payable to the Town of Medway .
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall or Fire Station between seven (7) and two (2) days prior to the scheduled display.
4. Banner will be displayed as permitted herein, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall or Fire Station within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet and a Minimum of 24" high.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request

I acknowledge that I have received a copy of the Banner Display Policy and agree to any and all conditions therein.

Name

Signature

Date

BOS Approval: 1/20/16;
Amended: 3/21/17

Mail to: Town Administrator's Office, 155 Village St, Medway, MA 02053
Email to: ta@townofmedway.org; Fax to: 508-321-4988

AGENDA

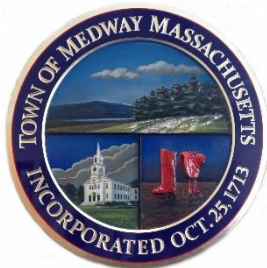
ITEM #7

Vote – Charter Review Committee Designation

Associated backup materials attached:

- Memo from Allison Potter, Asst. Town Administrator

Note: Vote to appoint one member of the Board to the Charter Review Committee



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

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

Town Administrator
Michael E. Boynton

To: Board of Selectmen

From: Allison Potter, Asst. Town Admin.

Date: May 23, 2017

Re: Charter Review Committee – Board of Selectmen Designee

The Town Administrator previously mentioned the need to assemble a Charter Review Committee for the purpose of reviewing the Charter enacted in 2008. The Charter states in Section 8-6-1:

Once every 7 years, a special committee consisting of 5 members shall be established for the purpose of reviewing this charter and to make a report, with recommendations, to the town meeting concerning any proposed amendments which said committee may determine to be necessary or desirable. The 5 members of the committee shall be chosen as follows: the board of selectmen, the school committee, the library trustees, the finance committee and the town moderator shall each designate one person. Persons designated by said agencies may be members of the agency by which they are designated. The committee shall meet to organize forthwith following the final adjournment of the annual town meeting.

We would like to request that the Board vote to designate a member to this committee. Requests have been made of the other three representative bodies and the Moderator to make this designation, as well. Once all five members have been appointed, our office will coordinate the convening of the committee's first meeting.

AGENDA

ITEM #8

Authorization of Chairman to Sign Public Statement of Reasons for Granting Verizon Cable Renewal License (207 CMR 3.04)

Associated backup materials attached:

- Correspondence from Town Counsel
- Draft Correspondence to Dept. of Telecommunications & Cable

Proposed Motion:

I move that the Board authorize the Chairman to execute the Medway-Verizon cable license renewal report.

May 17, 2017

BY FACSIMILE - (508) 321-4988 and
BY FIRST CLASS MAIL

Hon. Glenn Trindade and
Members of the Board of Selectmen
Medway Town Hall
155 Village Street
Medway, MA 02053

Re: Cable Television License Final Report to Massachusetts Cable Division

Dear Members of the Board of Selectmen:

The regulations of the Massachusetts Department of Telecommunications and Cable (“DTC”) require that when an Issuing Authority has granted a final cable television license to an approved applicant, it must issue a written public statement containing the reasons for the granting of such approval. 207 CMR 3.04. Although the report is supposed to be filed by the Issuing Authority within seven days of the signing of the final license, with a copy of the report sent to the cable operator, 207 CMR 3.04(4), I usually advise selectmen that they may await receipt of the fully executed copy from the cable operator before filing. The DTC has never objected to this procedure. In addition to the report, the selectmen should also file a copy of the final license, and the application form submitted by the cable operator. 207 CMR 3.04 (5)(a)-(c).

The reasons contained in the Issuing Authority Report discussed above may be very general. It is sufficient to state that the Issuing Authority, following a period of ascertainment and public hearings, made a determination that the financial benefits offered by the cable operator were determined to have been a benefit to current and future cable subscribers, and to the community as a whole. Affixed to this letter is a sample report which can serve as a model for your report.

Should you have any further questions, please do not hesitate to contact me.

Very truly yours,



William Hewig, III

WH/eon

Enc.

cc: Town Administrator

583078/MEDW/0026

Board of Selectmen

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



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

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

May 30, 2017

Ms. Karen Charles-Peterson, Commissioner
Mass. Dept. of Telecommunications and Cable
1000 Washington St., Suite 820
Boston, MA 02118-6500

Re: Medway-Verizon Cable License Renewal – 207 CMR 3.04(4) Report

Dear Commissioner Charles-Peterson,

The purpose of this correspondence is to advise you that the Board of Selectmen, acting as the Issuing Authority for the Town of Medway, Massachusetts, granted a cable television renewal license to Verizon New England, Inc. at a Selectmen's meeting conducted on May 15, 2017. After a period of ascertainment, public input and a public hearing, the Issuing Authority determined that the package of financial and other benefits offered by Verizon would be a substantial advantage not only to present and future cable subscribers within the Town, but to all residents of the Town.

Pursuant to 207 CMR §3.04(5), we include, along with this report, a copy of the final license and the application form submitted by the cable operator.

Sincerely,

Chair, Board of Selectmen
Town of Medway, Mass.

Encl.

C: Verizon New England, Inc.

AGENDA

ITEM #9

**Authorization to Sign Warrants in Absence of
Selectmen Designees Dennis Crowley (Primary)
and John Foresto (Backup)**

No associated backup materials.

AGENDA

ITEM #10

Assignment of Board of Selectmen Liaison Designations

Associated backup materials attached:

- FY17 Selectmen Liaison Designations

**Board of Selectmen
Liaison Positions
FY 2017**

Affordable Housing Commission	Glenn Trindade
Affordable Housing Trust	Glenn Trindade
Board of Assessors	Dennis Crowley
Board of Health	Richard D’Innocenzo
Board of Library Trustees	John Foresto
Cable Advisory Committee	John Foresto
Capital Improvement Planning Committee	Dennis Crowley
Community Preservation Committee	Maryjane White
Conservation Commission	Glenn Trindade
Constables	John Foresto
DPS Facility Building Committee	Glenn Trindade
Economic Development Board	Maryjane White
Finance Committee	Dennis Crowley
GATRA	Maryjane White
Housing Authority	Richard D’Innocenzo
MBTA Advisory Board	Richard D’Innocenzo
Medway Community Farm	Glenn Trindade
Norfolk County Advisory Board	[Michael Boynton]
Open Space	Glenn Trindade
Park Commission	Richard D’Innocenzo
Planning and Economic Development Board	Glenn Trindade
School Committee Rep	Dennis Crowley
	Richard D’Innocenzo
SWAP	Glenn Trindade
Town Clerk	Maryjane White
Town Counsel	Dennis Crowley
Town Moderator	Glenn Trindade
Town Wide Energy Committee	John Foresto
Tri County Vocational School	Glenn Trindade
Water & Sewer Commission	Glenn Trindade
Zoning Board of Appeals	Glenn Trindade

AGENDA

ITEM #11

**Special Event Permit – Bikes Not Bombs Ride –
June 4, 2017**

Associated backup materials attached:

- Event Application
- Race Information

Proposed motion:

I move that the Board approve the Bikes Not Bombs ride to be held on June 4, 2017, subject to Police Chief's recommendations.



Town of Medway

BOARD OF SELECTMEN

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

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

Today's Date: 25 May 2017

Applicant Name: John Rosenwinkel

Applicant's Organization: Bikes Not Bombs

Contact Name: [REDACTED]

[REDACTED]

Telephone # 6 [REDACTED] Email: bikeathon@bikesnotbombs.org

Event Date and Hours: Sunday, June 4th, 2017 from 9:30 am to 12:00 pm

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

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

Our bicycle rides begin and end in Jamaica Plain, MA. Our 100-mile route is the only route that passes through Medway. You can see the Medway portion of the route here: <https://goo.gl/maps/wuberkZ124P2>
You can see the entire route at map.bikesnotbombs.org.

[Attach map of route]

Description of Event and Proposed Activities:

The Bikes Not Bombs' Bike-A-Thon is a fundraising Bike Ride that starts and ends in Jamaica Plain. Cyclists follow a route that we have set, using the roads as cyclists normally do -- obeying traffic rules and riding single-file.

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

We have 700 riders and volunteers, of which about 150 will be passing through Medway on the 100-mile route.

Audience/Spectator Estimate: 0

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

We have 5 staffed rest areas with food, water, bike support, and medical support (none of which are in Medway). We have leaders and "sweeps" for each ride to help with mechanical issues and ensure that cyclists stay on the route. We also have "car sweeps" who are on call to pick up riders who feel unable to complete the ride.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hcm Event Insurance Services, Inc. 1407 Foothill Blvd #228 La Verne, CA 91750 Phone (866) 866-7090 Fax (866) 496-5968	CONTACT NAME: Ed Moore PHONE (A/C, No, Ext): (866) 866-7090 FAX (A/C, No): (866) 496-5968 E-MAIL ADDRESS: ed@hcmeventinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity and Liability Company INSURER B: United States Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	1000107671	02/02/2017	02/02/2018	EACH OCCURRENCE \$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000.00
							GENERAL AGGREGATE \$ 2,000,000.00
							PRODUCTS - COMP/OP AGG \$ 1,000,000.00
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	1000107671	02/02/2017	02/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N					EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Participant Excess Accident Medical			US721058	02/02/2017	02/02/2018	\$25,000 each person, \$1,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Named Insured to Read; Ripples of Hope
 Event: Ride for Food
 Date: September 15, 2013
 Certificate holder added as additional insured.

CERTIFICATE HOLDER Town of Medway Board of Selectmen 155 Village St. Medway, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248359979
Dec. 13, 2011 LTR 4168C E0
04-3138753 000000 00
00017104
BODC: TE

BIKES NOT BOMBS INC



006876

Employer Identification Number: 04-3138753
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 02, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1993.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/ea for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979
Dec. 13, 2011 LTR 4168C E0
04-3138753 000000 00
00017105

BIKES NOT BOMBS INC
284 AMORY STREET
JAMAICA PLAIN MA 02130-2317

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations

Insurance Information:

Policy Number: 1000107671 _____

Issuing Company:

HCM Event Insurance Services, Inc. _____

Public Liability Coverage Limit:

\$1,000,000 each occurrence _____

Requirements:

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

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

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

If fundraising:

Provide evidence of non-profit status

Estimated expenses: \$29,000 _____

Estimated profit: \$186,000 _____

Describe how proceeds will be expended:

Funds raised through the Bike-A-Thon support our Youth, International and Bike Shop programs using the bicycle as a vehicle for social change.

Applicant, By:  _____
Signature

John Rosenwinkel _____
Print Name, Title

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

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

AGENDA

ITEM #12

Approval of One-day Liquor License Requests;

- a. Rochelle Pouliot – June 25, 2017
- b. Patty Comtois – July 8, 2017
- c. Michelle McCarthy- July 9, 2017
- d. Sara Boutchia – August 5, 2017
- e. Debra Smith – August 6, 2017

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed motion:

I move that the Board approve one day liquor licenses for Rochelle Pouliot, Patty Comtois, Michelle McCarthy, Sara Bouchia and Debra Smith for events to be held at the Thayer Homestead on June 25, July 8, July 9, August 5 and August 6, 2017 subject to Police Chief's recommendations and proof of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol Wine and Malt

Event Graduation Party - Spencer Pouliot Event Date June 25, 2017

Event Location Thayer House Hours 1 - 7pm (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant Rachelle Pouliot

Address [Redacted] Phone [Redacted]

Non-Profit Organization? Y N (If yes, attach non-profit certificate of exemption) TAX ID# (If applicable)

Is event open to the general public? Y N Estimated attendance 60 - 70

Will there be an age restriction? Y N

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

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

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

we are hiring Special Occasion Servers to work at the bar. The owner, Starr Kelley confirmed that all of her staff is licensed and trained and often work at functions at Thayer

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

Experience The owner of the service wear hiring confirmed that all of her staff is trained.

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 Rochelle Pauliot Date of Application 5-20-17

Applicant's Name Rochelle & John Pauliot
7 Autumn Rd Medway, Mt 02053

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

Building Department _____
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

May 23, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Graduation Party

I have reviewed the application for the ^{one} day wine and malt license request for a graduation party scheduled for June 25, 2017 at the Thayer House.

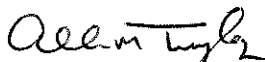
I approve of the issuing of the permits with the following condition.

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

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

Special Occasion Servers will be handling the serving of alcoholic beverages at this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police

5/30



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol _____ Wine and Malt X

Event Wedding Reception Event Date July 8, 2017

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

Name of Organization/Applicant Patricia Elizabeth Comtois

Address [Redacted] Phone [Redacted]

Non-Profit Organization? Y _____ N _____ (If yes, attach non-profit certificate of exemption) TAX ID# _____ (If applicable)

Is event open to the general public? Y _____ N [checked] Estimated attendance 100

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

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

Is there a charge for the beverages? Y _____ N [checked] Price structure: _____

Name of Alcohol server(s) (Attach Proof of Alcohol Server Training) Beer, wine

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

Experience _____

Provisions for Security, Detail Officer _____

The following may be required:

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

Applicant's Signature Patricia Comton Date of Application 4/11/17

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, 1st Fl _____ Date _____

Building Department _____
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 28, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day wine and malt license request for a wedding reception scheduled for July 8, 2017 at the Thayer House.

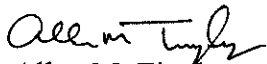
I approve of the issuing of the permits with the following condition.

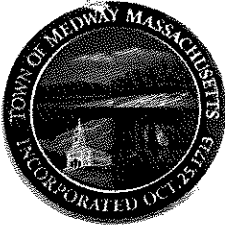
There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

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

A responsible adult with some knowledge of Mass Liquor laws will be checking ID'S of all individuals being served alcoholic beverages at this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police



5/30

Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

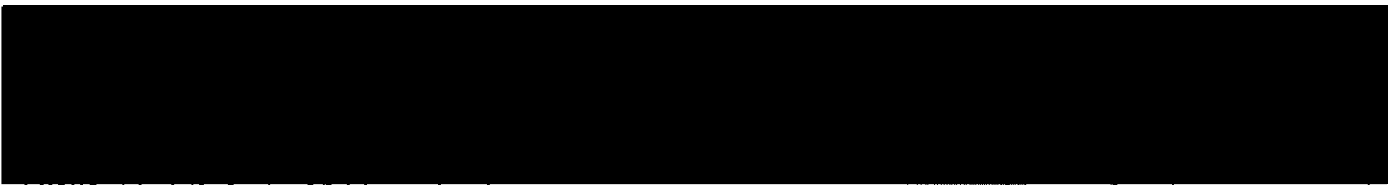
Application must be submitted at least two weeks prior to event.

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

All Alcohol _____ Wine and Malt _____

Event Baby Shower

Name of Organization/Applicant Michelle McCarthy



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

Event Location Thayer Homestead

Event Date 7/9/17

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

Is event open to the general public? Y _____ N X

Estimated attendance 40-50 people

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

How, where and by whom will ID's be checked? By Host.

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

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

Provisions for Security, Detail Officer _____

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

Experience _____

The following may be required:
Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 3/28/17

Applicant's Signature *Michelle McCarthy*

Applicant's Name Michelle McCarthy



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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 7, 2017

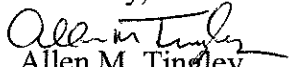
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Michelle McCarthy for a one day wine and malt license for a baby shower, to be held at the Thayer House, 2B Oak Street, on July 9th, 2017. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being 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



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt yes _____

Event private wedding reception _____

Name of Organization/Applicant Sara Boutchia _____

FID#

Non-Profit Organization Y _____ N no _____

Attach non-profit certificate of exemption

Event Location Thayer Homestead _____

Event Date 08/5/2017 _____

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

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

Estimated attendance 85 _____

Will there be an age restriction? Y _____ N no _____

Minimum age allowed:

How, where and by whom will ID's be checked? _____
Special Occasion Servers, our hired bartending service,
will check all IDs at the bar, where the alcohol will be stored

Is there a charge for the beverages? Y _____ N no
Price structure:

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

Provisions for Security, Detail Officer _____

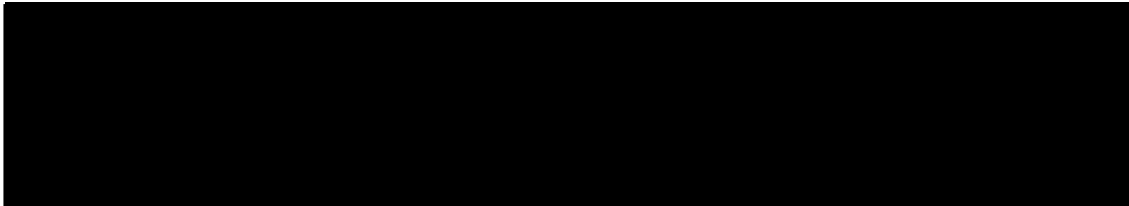
Does the applicant have knowledge of State liquor laws? Yyes N _____

Experience _____

The following may be required:
Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 03/15/2017

Applicant's Signature Sara Boutchia



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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 28, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Wedding Reception

I have reviewed the application for the ^{one} day wine and malt license request for the wedding reception scheduled for August 5, 2017 at the Thayer House.

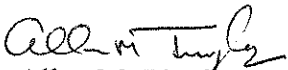
I approve of the issuing of the permits with the following condition.

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

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

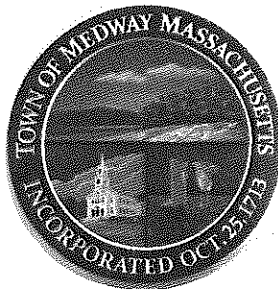
Special Occasion Servers will be handling the serving of alcoholic beverages at this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police

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 X

Event Baby Shower Event Date 8/6/17

Name of Organization/Applicant Debra Smith

Address _____

Phone # _____ @comcast.net

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

Event Location Thayer House

Event Hours 10 AM - 2 AM-ish (No later than 1:00 AM; Last call 12:30 AM)

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

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

How, where and by whom will ID's be checked? 2 possible under 21 - know those underage

Is there a charge for the beverages? Y _____ N X 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 Alcohol for over 21 only _____

The following may be required:

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

Applicant's Signature Debra Smith Date of Application 2/1/17

Applicant's Name (Please Print) Debra Smith

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

Building Department _____
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 28, 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 Debra Smith for a one day wine and malt license for a baby shower, to be held at the Thayer House, 2B Oak Street, on August 6, 2017. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the baby shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

Allen M. Tingley
Allen M. Tingley
Chief of Police

AGENDA

ITEM #13

Action Items from Previous Meeting

Associated backup materials attached:

- Action items list

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	10/17/2016	Benches at memorial park across from Police Station	TA/DPS	
7	12/5/2016	Urban Renewal Plan submission to State	Redevel. Authority	
8	5/1/2017	Ch. 90 funds expenditure policy (roads & sidewalks)	TA/BOS	

AGENDA

ITEM #14

Approval of Minutes

Associated backup materials attached:

- April 3, 2017 Draft Minutes
- April 18, 2017 Draft Minutes

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

8 Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk (7:25 PM);
9 Dennis Crowley, Member (7:04 PM); John Foresto, Member.

10
11 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
12 Alan Tingley, Police Chief; Stephanie Mercandetti, Community Development Director; David D'Amico,
13 Director, Department of Public Services.
14

15 *****

16
17 At 7:02 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.
18

19 **Grant Expenditure Authorization – 2016 Emergency Management Performance Grant - \$3,200.**

20 *The Board reviewed the following information: (1) Grant Expenditure Form; and (2) Email*
21 *Correspondence.*
22

23 Chief Tingley explained that the department has applied several years in a row and we are given a list of
24 items from which we can select. This year we have chosen barricades, directional arrows, and safety
25 vests.
26

27 **Selectman Foresto moved that the Board authorize the expenditure of the 2016 Emergency**
28 **Management Performance Grant for purchase of additional traffic safety supplies including portable**
29 **hi-visibility barricades, directional arrows, road closure arrows and hi-visibility safety vests, in an**
30 **amount not to exceed \$3,220; Selectman White seconded. No discussion. VOTE: 3-0-0.**
31

32 **Approval - Public Event Permits**

33 *The Board reviewed the following information: (1) Request from Youth Baseball Parade for April 23,*
34 *2017 and associated recommendations from the Police Chief; and (2) Ride For Food Request for*
35 *September 24, 2017 with associated recommendations from the Police Chief.*
36

37 **Selectman Foresto moved that the Board approve special event permits for the Youth Baseball Parade**
38 **and the 6th Annual Ride for Food to be held on April 23, 2017 and September 24, 2017 subject to the**
39 **Police Chief's recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**
40

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

42 *The Board reviewed Applications and Associated Police Chief Recommendations for the following*
43 *Thayer Homestead events: (1) Laurie Walker, April 15, 2017; (2) Tanya Abdilmasih – April 16, 2017;*
44 *and (3) Megan Park– June 17, 2017*
45

46 **Selectman Foresto moved that the Board approve one-day liquor licenses for Laurie Walker, Tanya**
47 **Abdilmasih and Megan Park for events to be held at Thayer Homestead on April 15, April 16 and**
48 **June 17, 2017 subject to Police Chief's recommendations and proof or appropriate insurance**
49 **coverage; Selectman White seconded. No discussion. VOTE: 4-0-0.**
50

51 **Approval - 2 Year Contract with CJP & Sons for Road Work Services - \$100,000**

1 *The Board reviewed the Contract.*

2
3 David D'Amico, Director, Department of Public Works, reported this will be for small repairs and
4 patching, not major road work. We have used this company previously and they did good work. Mr.
5 Boynton added that the company performed some drainage work for the Town recently.

6
7 **Selectman Foresto moved that the Board authorize the Chairman to execute a two-year contract**
8 **with CJP & Sons Construction for road work services in an amount not to exceed \$100,000 for year**
9 **one, and subject to funding in year two; Selectman White seconded. No discussion. VOTE: 4-0-0.**

10
11 **7:11 PM -- Hearing – Vote on Potential Revocation of Class II Dealers License – Ali A. Hodroj**

12 *The Board reviewed the following information: (1) Notice of Bond Cancellation from CNA Surety; and*
13 *(2) various correspondence from the Town Administrator's Office. It is noted that the license holder has*
14 *not responded to certified letters or phone calls leading up to this hearing.*

15
16 **Selectman Crowley moved that the Board open the hearing on the potential revocation of a Class II**
17 **Dealers License currently held by Ali A. Hodroj; Selectman White seconded. No discussion.**
18 **VOTE: 4-0-0.**

19
20 Mr. Boynton reported that the former owner held onto the license to allow for the ability to sell vehicles
21 there. In the end, that process did not happen.

22
23 Mr. Hodroj was not in attendance.

24
25 **Chairman Trindade asked if there was any public comment. Seeing no public comment, at 7:12**
26 **PM Selectman Crowley moved that the Board close the hearing; Selectman White seconded. No**
27 **discussion. VOTE: 4-0-0.**

28
29 **Selectman Foresto moved that the Board revoke the Class II Dealer's License currently held by Ali A.**
30 **Hodroj for non-compliance of the bond requirements per MA General Law, Chapter 140, Section 58;**
31 **Selectman White seconded. Selectman Crowley emphasized that the Town Administrator's office**
32 **has reached out to Mr. Hodroj on numerous occasions. No further discussion. VOTE: 4-0-0.**

33
34 **7:14 PM -- Public Hearing – Review/Approval – Urban Renewal Plan**

35 *The Board reviewed the following information: (1) Resolution, Approved by Medway Redevelopment*
36 *Authority 3/20/17; (2) Resolution, Approved by Planning & Economic Development Board 3/21/17; (3)*
37 *Oak Grove Urban Renewal Plan – Final Draft; and (4) Resolution for BOS Approval.*

38
39 Present: Stephanie Mercandetti, Community Development Director; Andy Rodenhiser, Chair, Planning
40 and Economic Development Board; Steven Burke, Medway Realtor.

41
42 Chairman Trindade explained for residents that the Redevelopment Authority has been working on this
43 for a year. **Chairman Trindade moved that the Board open the public hearing on the Oak Grove**
44 **Urban Renewal Plan; Selectman White seconded. No discussion. VOTE: 4-0-0.**

45
46 Ms. Cindy Trainor, identifying herself as an abutter to the proposed development, asked if there was any
47 notification to abutters for this hearing. Mr. Rodenhiser responded that individual abutters were not
48 notified, adding that meetings have been going on for several months. Chairman Trindade asked if
49 abutter notification was a requirement; Mr. Boynton responded it was not, but offered to check. The
50 general requirement is that the hearing be advertised in a publication of general interest. Abutter
51 notification is not necessary. In this case, it was advertised in the Milford Daily News last week. It was

1 noted that, if there were proposed construction, then there would be a better notification. Mr. Rodenhiser
2 clarified that every meeting is a public meeting. We have developed a Steering Committee who has met
3 several times; there are subgroups as well as public forums. Ms. Trainor expressed concern that many
4 abutters were not aware tonight's meeting was occurring.

5
6 Responding to a question from Selectmen Crowley, Mr. Burke stated that it will take a couple of weeks to
7 assemble the documents and exhibits, and then the state has 60 days in which to respond. Documents
8 will be posted online. Ms. Mercandetti stated that a public comment period was held for two weeks and
9 publicized in the paper, online, on blogs, etc. Any additional comments can be made to Ms. Mercandetti
10 and to the Town Administrator's Office. Mr. Burke added that all urban renewal plans have to go
11 through review by the environmental agencies and there will be a comment period for that as well.

12
13 Mr. Rodenhiser explained that the Redevelopment Authority was established in 2014 in order to spark
14 development in this area known as the "bottle cap" lots and listed the boundaries. The objective is
15 revitalizing the Oak Grove area to manage the land and its future development. A Density by Design
16 project began in 2007 which was later merged into the Town's Master Plan. He continued to describe the
17 process and the entities involved. Approval by the Department of Housing and Community
18 Development must be secured before the plan can move forward.

19
20 Discussion followed on the process which begins with an approval from DHCD within 60 days followed
21 by the approval from MEPA. That piece of it could take two to three months. By mid-summer all the
22 approvals should be in. At that time the Redevelopment Authority would be able to start pursuing the
23 implementations identified in the plan, i.e., attracting potential investors, marketing plan, etc. The plan
24 has a life of 20 years, and some components will take longer than others.

25
26 Mr. Rodenhiser explained how parcel groupings could occur. The idea of "in-fill" parcels means that each
27 owner benefits by the contribution of their parcel toward combining into a larger parcel available for sale.
28 There would then be an equitable distribution of some of the sale prices to those who contributed. Mr.
29 Burke pointed out that there are some lots whose ownership still need to be clarified or confirmed. Parcels
30 can be acquired or disposed of, both of which can occur without going to bid. Discussion followed. Until
31 the plan is adopted, nothing can happen. It was suggested that the project could be "shovel ready" within
32 a couple of years.

33
34 Mr. Rodenhiser confirmed that the Planning Board voted in favor of it as did the Redevelopment Authority.

35
36 At 7:37 PM Chairman Trindade asked for public comment.

37
38 Ms. Trainor asked about eminent domain. Mr. Boynton responded that there is a short window during
39 which someone can come forward, adding that the market value would be from one of the two required
40 appraisals. He noted that there has been extensive title review up to now, and additional review would
41 take place in any eminent domain taking. Chairman Trindade confirmed that a third party consultant
42 with expertise in this area worked on this research.

43
44 Brief discussion followed on the Oak Grove Task Force Steering Committee and that an Oak Grove
45 property owner served on that task force. Ms. Mercandetti noted she was not working in Medway at that
46 time, noting that she believed Town Counsel was consulted when the Steering Committee was formed.
47 Mr. Rodenhiser responded that Mr. Williams was initially approached because he was a stakeholder.

48
49 Mr. Bob Ferrare, identifying himself as Chair of the Affordable Housing Committee, asked if affordable
50 workforce housing was still being considered. Are other types of housing being considered? Mr.
51 Rodenhiser responded that what is being considered now is a concept plan which will be utilized to write

1 an agreement letter of intent. The idea has always been to have small scale buildings on the boundaries
2 with more significant buildings further into the development. Whether it is rental property in condos or
3 apartments or whatever will be up to the developer. Ms. Mercandetti added that any potential residential
4 housing development is also subject to the Affordable Housing Bylaw. It was noted that the planning
5 board would have a say in what those buildings looked like and if they meet design standards as specified
6 in the Master Plan.

7
8 Ms. Sue Rourke, an Ellis Street resident, asked if there are target numbers for number of apartments.
9 Will we have a say in how many units? Mr. Rosenhiser responded that a development proposal has not
10 been submitted. Any application that comes to the Planning Board will have a public hearing.

11
12 Chairman Trindade commented that major players in this kind of market have likely been keeping an eye
13 on this parcel and predicted there will be several proposals coming in once this land has been announced
14 as available. Mr. Rodenhiser clarified that the RA has been talking to developers all along, especially
15 those for hotels and apartments. The RA was advised that it is not a good idea for the Town to get too
16 specific on what it is looking for as it limits the flexibility of development. Right now it is zoned for
17 single-family residential unless a change is proposed and voted at Town Meeting. The DHCD will
18 require that a developer enter into a redevelopment agreement; if a developer goes bankrupt, the successor
19 is bound by the initial obligations.

20
21 Brief discussion followed relative to eminent domain during which it was noted that none of the existing
22 homes will be affected with the exception of some properties owned by Mr. Williams. In an eminent
23 domain process, the property owner is entitled to the fair market value of the property, and in some cases,
24 relocation costs are paid for owners or tenants. The process would be incremental, determined by
25 grouping of contiguous parcels. A property owner can also refuse to join the landpooling effort and
26 negotiate with the developer themselves.

27
28 **At 7:58 PM Selectmen Crowley moved that the Board close the public hearing; Selectmen White**
29 **seconded. No discussion. VOTE: 5-0-0.**

30
31 **At this time, Chairman Trindade read aloud the motion as follows:**

32
33 **VOTED:**

34 **WHEREAS, the Town of Medway and Medway Redevelopment Authority have been**
35 **investigating the use of urban renewal to revitalize the Oak Grove Area which has suffered**
36 **from fragmented ownership; substandard lot sizes; and lack of infrastructure;**

37 **WHEREAS, the Town of Medway and Medway Redevelopment Authority have undertaken a**
38 **multi-phase planning process with public informational meetings and, providing citizens and**
39 **property owners an opportunity to comment since February 2011;**

40 **WHEREAS, the Medway Planning Board determined the Oak Grove Area Urban Renewal**
41 **Plan is based on a local survey and is consistent with Medway's Master Plan, and approved said**
42 **Oak Grove Area Urban Renewal Plan on March 21, 2017;**

43 **WHEREAS, the Medway Redevelopment Authority determined the area contained within the**
44 **Oak Grove Area Project Boundary is decadent as defined by M.G.L. c. 121B, and is in need of**
45 **revitalization and redevelopment, and approved the Oak Grove Area Plan on March 20 2017;**

46 **WHEREAS, the Medway Board of Selectmen seeks to further the goals and objectives**
47 **contained in Oak Grove Area Urban Renewal Plan dated March 2017, to promote revitalization**
48 **opportunities within the Oak Grove Area Urban Renewal Plan as defined in the plan.**

1 **NOW, THEREFORE, BE IT RESOLVED that the Town of Medway Board of Selectmen:**

2 **1. Finds that there is a clear need and necessity for an urban renewal plan for the Oak Grove**
3 **Area;**

4 **2. Approves the boundaries of the Oak Grove Area Urban Renewal Plan, as depicted in the**
5 **Figure A-1: Project Location and URA Boundary, attached hereto;**

6 **3. Finds that the area contained within the Oak Grove Area Urban Renewal Plan Project**
7 **Boundary is decadent as defined by M.G.L. c. 121B, and is in need of revitalization and**
8 **redevelopment;**

9 **4. Approves the Oak Grove Area Urban Renewal Plan dated March 2017 prepared by BSC**
10 **Group and Ninigret Partners;**

11 **5. Requests Board of Selectmen Chairman Glenn Trindade to submit the Oak Grove Area**
12 **Urban Renewal Plan dated March 2017 to the Massachusetts Department of Housing and**
13 **Community Development for final approval; and**

14 **6. Authorizes the Medway Redevelopment Authority to approve minor changes to the Oak**
15 **Grove Area Urban Renewal Plan if such changes are recommended by the Massachusetts**
16 **Department of Housing and Community Development.**

17
18 **Selectman White seconded the motion. No discussion. VOTE: 5-0-0.**

19
20 **Public Comments:**

21 A gentleman identifying himself as the President of Medway Youth Lacrosse reported that there have
22 been some difficulties with the Parks Department. He noted that there are 184 children who participate
23 on 15 different teams, both boys and girls. There was great excitement when the fields were developed,
24 and yet he has trouble getting field time for youth groups. The Town does not need to make money on
25 the fields at the expense of the local youth. He reported that he lost four days of field time to an out-of-
26 town team who threatened to leave. He tried to offer two of his days back and that proposal was rejected.
27 There is an additional cost when using grass fields as parents cannot afford all the equipment if paying the
28 extra fees. He needs field time and he knows he won't get it. He continued, stating that he has been
29 asked for a list of players, which is unacceptable. How the lacrosse program is run is none of their
30 business. He cannot put more players on a field as he has to consider the safety of children and the
31 number on a field at one time.

32
33 We know that there are also issues with soccer and softball. The youth sports are important, as our youth
34 move up to the high school. Without the youth programs, the high school will have no one for their
35 teams. It also involves a lot of volunteer hours by coaches and parents. We are worried that we are going
36 the wrong direction with these fields. Medway residents paid for the fields, and the out-of-town clubs
37 don't care about our fields. He noted that he even has to pick up the empty water bottled from the fields
38 after they get in their cars and leave. There has to be a better balance. We are also being asked to pay a
39 per player fee.

40
41 Brief discussion followed during which additional fields would help, but the protocol identified in the
42 existing agreement identifies high school first then trickles down through youth and to clubs last. Mr.
43 D'Amico clarified that the agreement is with the high school, noting the priority order is correct. Mr.
44 Boynton pointed out that in 2014 a group of residents supported the project for turf fields. The payment
45 will be made each year over the next 10-15 years. The prioritization of who uses those fields is tethered to
46 garnering enough revenue to pay for the replacement of the turf which is estimated at \$500,000 per field.
47 Even if we put \$100,000 each year, it will help but not be enough. It boils down to a policy level question.

1 Selectman Foresto noted that the Parks and Recreation Commissioners are elected, and no one ever
2 thought that board would have a fiscal responsibility. Do we need a Parks Department with a
3 professional staff who has experience in this?
4

5 Selectman D’Innocenzo noted he likes the idea of the sequencing protocol. The further we get away from
6 the EPFRAC group, things becomes more of a challenge. The whole idea of the Gale Study was that all
7 the fields had to be used in order to make it work. There simply are not enough synthetic turf fields for
8 everyone who wants to use them. What is being requested is a more definite policy on how the fields are
9 to be used. Not everyone can have the fields at 6 PM.
10

11 Selectman Crowley summarized that a lot of things do come down to financial issues. Whatever revenue
12 the clubs bring in would have to be made up somewhere else. Hopefully we can revisit some of these
13 issues in the coming years. The Board has also discussed the possibility of a full time Recreation Director.
14

15 **Annual Report – Medway Community Farm**

16 *The Board reviewed the 2016 Annual Report from the Medway Community Farm.*
17

18 Present: Don Franzen, President; Devon Reed and Marcia Coakley, Board of Directors; Julie Infanger,
19 Interim Treasurer.
20

21 Mr. Franzen reported that they had some significant investments in the Farm, some events, and were able
22 to get through the drought while some farming operations struggled. We have tried to grow our Board
23 and team, utilizing members in areas of expertise and educating people on organic growth. We have
24 applied for a grant through the bank to help with the education portion. He noted that Ms. Coakley
25 works a lot with outreach with Facebook and other social media. We are pleased with our current
26 position. Our main concern is that of our lease which is long-term but will not last forever. At this time,
27 Mr. Franzen asked if one of the requirements to extending the lease going to be a formal RFP?
28

29 Chairman Trindade stated that he was really proud of this effort, noting that he was the point person on
30 this project when the community farm was started. We researched existing farms in other communities.
31 This has been a success from day one. It is highly unlikely we would bring in anyone to replace you.
32

33 Selectman Crowley noted that he would like the lease question come to the Board six months before the
34 expiration, adding that the Board will be happy to work with you.
35

36 Mr. Franzen noted that they had some people help us develop a business strategy. We have to figure out
37 our plan, sell more shares, and determine a long-term strategy. We hope to prepare a plan with our
38 general objectives and figure out how long a lease we need to accomplish those objectives. Chairman
39 Trindade added that he sees the farm as an extension of the community. It helps make the town what it is,
40 a source of pride. The Board can work with our Communications Director to help get the word out.
41

42 At this time, Mr. Franzen noted that the memberships extend beyond the town’s boundaries as there are
43 members from Norfolk, Millis and Ashland. People donate monetarily as well. Right now we have 145
44 return members, for spring shares we have 93, summer share number 52, and for summer parcel we have
45 100. There is room for more people to purchase shares.
46

47 Ms. Coakley explained that the renovation of the house on the farm was fundamental to helping us get
48 started. Mr. Franzen added that there are retained earnings though we reinvested much of the revenue
49 from last year back into the farm. We have cash reserves. They are on their third Farm manager, and
50 managing the learning curve well.

1 Please join us for the Farm to Fork event. Selectman Crowley suggested they participate in Medway
2 Family Day, noting that several thousand people attend and it would be a great place to offer education
3 and information.
4

5 Ms. Coakley added that this year they will have a fishery and this is the first year they will be plangent
6 strawberries in a pick-your-own area.
7

8 **Review/Approve - Annual & Special Town Meeting Warrants – (ATM Articles 2, 30 & 41-49,**
9 **STM- New Article 9)**

10 *The Board reviewed the following information: (1) Memorandum from Susy Affleck-Childs, Planning and*
11 *Economic Development Coordinator; (2) May 8 Annual Town Meeting Warrant; and (3) May 8 Special*
12 *Town Meeting Warrant. **Note:** recommendation votes for referenced ATM articles needed; vote to*
13 *approve addition of STM Article 9 and recommendation needed.*
14

15 Mr. Boynton reminded Board members that several articles still carry a To Be Determined (TBD)
16 designation. He asked that the Board vote recommendations on those articles.
17

18 Special Town Meeting – Article 9 extends the deadline for implementation of the Hazard Mitigation Plan.
19

20 **Chairman Trindade moved that the Board add an article entitled Extend Expenditure Deadline –**
21 **May 2016 Annual Town Meeting Article 8 – Hazard Mitigation Plan to the 2017 Special Town**
22 **Meeting Warrant as Article 9; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0 –**
23 **Selectman Crowley was out of the room at the time of the vote.**
24

25 Annual Town Meeting

26 Article 2 – Appropriation: FY18 Operating Budget – Mr. Boynton reported that the dollar figure has
27 been determined. **Selectman Foresto moved that the Board recommend Article 2; Selectman**
28 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
29

30 Article 7 -- Free Cash Appropriation: Capital and Other Items – The Town does not have a final number
31 on Snow and Ice expenses. This article will remain as TBD for the time being.
32

33 Article 8 –Free Cash Appropriation: Oak Grove Project – The Board is awaiting a presentation.
34 **Selectman Foresto moved that the Board recommend Article 8 as presented; Selectman White**
35 **seconded. No discussion. VOTE: 5-0-0.**
36

37 Article 18 – Appropriation: Community Preservation Committee – **Selectman D’Innocenzo moved that the**
38 **Board recommend Article 18 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**
39

40 Article 21 – Fund Open Space Master Plan – **Selectman D’Innocenzo moved that the Board**
41 **recommend Article 21 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**
42

43 It was decided to leave Articles 23 and 24 relative to land acquisition for a DPS Facility as TBD.
44

45 Article 30 -- Amend Zoning and General Bylaws – New Noise Bylaw – Mr. Boynton reported that the
46 Planning Board took no action as they want to take a look at the existing bylaw. Ms. Potter reported that
47 the proponent of the article is content with the Planning Board doing some evaluation. It’s possible that
48 suggested changes could be incorporated into the existing bylaw. Discussion followed. Ms. Potter added
49 that, per statute, the Police Department has the ability to respond with or without the bylaw. Selectman
50 Crowley expressed dismay that this article would not move forward at this time.
51

1 **Chairman Trindade moved that the text from article 30 be deleted and leave Article 30 as a number**
2 **that will not be utilized; Selectman White seconded. No discussion. VOTE: 4-1-0 - Crowley**
3 **oppose.**

4
5 Article 41 – Amend Zoning Bylaws: Affordable Housing – **Selectman Foresto moved that the Board**
6 **recommend Article 41 as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

7
8 Article 42 – Amend Zoning Bylaws: SECTION 8. Special Regulations. Add Section 8.10 Temporary
9 Moratorium on Non-Medical Marijuana Establishments – Mr. Boynton clarified that this article will
10 allow the Town to wait until the state regulations are finalized. Brief discussion followed. The Board
11 had no issues or questions on the remaining articles.

12
13 **Chairman Trindade moved that the Board recommend Articles 42-49 as presented; Selectman**
14 **White seconded. No discussion. VOTE: 5-0-0.**

15
16 **Discussion – Pickup of Solid Waste/White Goods**

17 *The Board reviewed a document listing Proposed Changes to Medway White Goods Collection Program*
18 *Submitted by DPS Director*

19
20 Mr. Boynton reported that he and the DPS Director review the contract with Waste Management.
21 Medway’s collection of White Goods exceeds over 95% utilization, compared to 30% from neighboring
22 communities, as too many items that were deemed eligible for this service. Initially, there was no charge
23 but because of the volume, Waste Management will now bill \$900 per month.

24
25 What is a “white good”? What is it costing us for the second or third recycling cart? Mr. Boynton
26 reported that presently the Town is using \$160,000 in retained earnings just to balance the budget without
27 increasing fees to the residents. He cautioned that it won’t be long before the program will not be self-
28 sustaining and suggested limiting the number of items per property address to eight items over the course
29 of a year. Selectman Trindade announced that some homes had 42 items picked up during a year.
30 Obviously friends and family in other communities bringing their items to Medway as it was a lower
31 charge.

32
33 Selectman Crowley stated that the Town gets charged an annual fee of \$72 for the second cart whether or
34 not it is emptied. We plan to come back to the Board with a plan on what we need to do, and a vote that
35 night because the end of the contract is coming up. He noted that one of the biggest items of concern is
36 TV sets, and they will propose that those have to go to the recycling center at no charge. Selectman
37 Crowley suggested an annual fee of \$50 for the second container. Chairman Trindade theorized that
38 some people will return the second one while others will be okay with the charge.

39
40 **Authorization of Town Administrator in conjunction with Special Counsel to Respond to Requests**
41 **for Information, to File Pleadings and submit Other Administrative Proceedings on Behalf of the**
42 **Board of Selectmen in the Exelon Matter (EFSB 17-01) to the Energy Facilities Siting Board**

43 *There were no background materials.*

44
45 Mr. Boynton reminded the Board that information had been previously sent to the Board, noting that
46 departments are responding, and the deadline for response is Friday. We also have to ask Exelon for
47 their plans, or their intent to submit plans.

48
49 **Selectman Foresto moved that the Board authorize the Town Administrator to work on consultation**
50 **with Special Counsel to respond to requests for information, file pleadings and carry out other**
51 **administrative proceedings in the Exelon matter before the Energy Facilities Siting Board (docket #**

1 **EFSB 17-01); Selectman White seconded. Brief discussion followed during which it was noted that**
2 **there is presently tree trimming work at the plant in advance of the proposed expansion. No further**
3 **discussion. VOTE: 5-0-0.**
4

5
6 **Action Items from Previous Meeting**

7 Review of the Action Items List was postponed.
8

9 **Town Administrator's Report**

10 Mr. Boynton reported that the new Veterans District Director is Sarah Bateman who will be on board on
11 April 24. Additionally, a part-time Veterans Agent, Michael Whelan, has been hired and he will begin
12 work shortly.
13

14 Every seven years the Town Charter requires that a Charter Review Committee be formed to determine
15 compliance with the charter. Representatives are required from the Board of Selectmen, School
16 Committee, Finance Committee, Library Trustees and the Town Moderation to comprise a five-member
17 board. Mr. Boynton asked the Board for permission to get started on forming the committee. Brief
18 discussion followed.
19

20 **Selectman Foresto moved that the Board direct the Town Administrator to initiate the process of**
21 **forming a Charter Review Committee as discussed; Selectman D'Innocenzo seconded. No**
22 **discussion. VOTE: 5-0-0.**
23

24 Town Offices will be closed on Patriots Day, April 17. The Board's next meeting is Tuesday, April 18.
25

26 **Selectmen's Reports**

27 Selectman Foresto announced that the Annual Clean Sweep will be held on Saturday, April 8. Interested
28 individuals should report to the high school at 8 AM that day to join a team.
29

30 **Executive Session**

31 **At 9:07 PM Chairman Trindade moved that the Board adjourn Public Session and enter Executive**
32 **Session under Exemption 6: To consider the purchase, exchange, lease or value of real property if**
33 **the chair declares that an open meeting may have a detrimental effect on the negotiating position of**
34 **the public body (0R Crook St & 13R Chestnut St) & Exemption 3: To discuss strategy with respect**
35 **to collective bargaining or litigations if an open meeting may have a detrimental effect on the**
36 **bargaining or litigating position of the public body and the chair so declares (Energy Facilities**
37 **Siting Board Legal Process) with no intent to return to public session. As Chair, Chairman**
38 **Trindade did so declare. Selectman White seconded the motion. No discussion. Roll Call Vote:**
39 **5-0-0 (Crowley, aye; D'Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**
40
41
42

43 Respectfully submitted,
44 Jeanette Galliardt
45 Night Board Secretary

1
2
3
4 **Board of Selectmen's Meeting Minutes**
5 **April 18, 2017 -- 7:00 PM**
6 **Sanford Hall, Town Hall**
7 **155 Village Street**
8
9

10
11 **Present: Maryjane White, Vice Chair; Dennis Crowley, Member; John Foresto, Member.**

12
13 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
14 David D'Amico, DPS Director, Mary Becotte, Communications Director.
15

16 *****

17
18 At 7:00 PM Acting Chair White called the meeting to order and led the Pledge of Allegiance.
19

20 **Public Comment:** None.
21

22 **Public Hearing – 155 A Village Street – Nuisance or Dangerous Structure**

23 *The Board reviewed the following information: (1) Memo from Allison Potter, Assistant Town*
24 *Administrator; (2) Notice of Hearing Letter; (3) Survey Team Correspondence; (4) Building*
25 *Commissioner Correspondence*
26

27 **Mr. Foresto moved, seconded by Mr. Crowley, to open the hearing on the declaration of a nuisance**
28 **or dangerous structure at 155A Village Street. It was so voted: 3-0-0.**

29
30 Mr. Boynton reviewed the process that has taken place to get to this point. The Board is being requested
31 to declare the structure dangerous and order its removal.
32

33 **Mr. Foresto moved, seconded by Mr. Crowley, to close the hearing. It was so voted: 3-0-0.**
34

35 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board declare the building located at 155A**
36 **Village Street a dangerous structure and order the building be razed as soon as possible. No**
37 **discussion. It was so voted: 3-0-0.**
38

39 **Discussion/Presentation - ClearGov**

40 This item was postponed to the next meeting.
41

42 **Approval – Entertainment License Request– T.C. Scoops – 104 Main Street**

43 *The Board reviewed the following information: (1) Entertainment License Application*
44

45 Ms. White asked what hours T.C. Scoops wants to have entertainment. The application states that it is
46 requesting to be allowed to have entertainment during any hours that the store operates. Mr. Crowley
47 asked where the landlord's permission was and why the federal ID number was not provided; both are
48 application requirements. These would be requested from the applicant.
49

50 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve an annual entertainment**
51 **license for T.C. Scoops subject to submission of the requested documentation and approval from**
52 **the Fire Department.**
53

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

2 *The Board reviewed the following information: (1) Memorandum from DPS Director David D’Amico; (2)*
3 *2017 Road Work Repair Plan*

4
5 Mr. D’Amico shared the proposed 2017 road repair plan with the Board. He stated that the new handout
6 corrects a calculation error. It was noted that some projects were moved to the next construction season
7 so as not to further complicate the temporary traffic pattern changes that will accompany the Route 109
8 construction project. Mr. D’Amico did not want to impact any east to west travel.

9
10 Mr. Crowley said he would prefer to see more sidewalks on the proposed plan. Mr. D’Amico said that he
11 tries to schedule sidewalk work to coincide with the road resurfacing. Mr. Foresto thought the top end of
12 Lovering St also needs attention. Mr. Boynton said that he and Mr. D’Amico can take another look at the
13 plan and offer some recommendations that may align more with the Board’s interests. It was noted that
14 Trotter St should be milled, but will only be overlaid due to the pending Urban Renewal Plan. Mr.
15 Crowley asked for an approximate linear foot cost for sidewalks, granite versus cement and cement versus
16 asphalt.

17
18 **Discussion/Vote – Exelon HCA & PILOT Agreements**

19 *The Board reviewed the following information: (1) Memorandum of Agreement; (2) Host Community*
20 *Agreement; (3) Amended Host Community Agreement; (4) PILOT Agreement; (5) Amended PILOT*
21 *Agreement*

22
23 Mr. Boynton reviewed the various agreements presented to the Board for its review and approval. He
24 stated that Exelon has requested a certificate proceeding from the Energy Facilities Siting Board (EFSB)
25 to combine the permitting process into one approval that would be issued by the EFSB. The Town has
26 sought protections should the EFSB grant this certificate. He noted that Exelon has also sought to modify
27 its project by eliminating the need to procure water from the Town of Millis. Mr. Boynton stated that
28 there are changes in the permitting dynamic, revenue structure and project valuation that led to a
29 conversation and resulting agreements with Exelon to address these.

30
31 Mr. Boynton began with the side letter of agreement regarding Exelon’s pre-construction activities. He
32 stated this ensures the Town will receive payments from Exelon according to the Host Community
33 Agreement (HCA) with the commencement of pre-construction, anticipated in May or not long thereafter.
34 He then addressed the Memorandum of Agreement (MOA), which was negotiated with Exelon to address
35 the overall certificate process. This also results in changes to the HCA and the Payment In Lieu of Taxes
36 (PILOT) Agreement, including the schedule of payments and protections should the EFSB not grant
37 Exelon permission to remove the Millis water requirement from the project. Those amendments, which
38 the Board had already seen, are also presented to the Board for approval. Mr. Boynton stated that the
39 Town would receive through the MOA a \$350,000 permit payment no later than August 1. It would
40 receive \$50,000 for legal and technical services by May 1 and two payments of \$700,000 for community
41 improvement and to otherwise address lost revenue. The PILOT amendment changes the date of the first
42 payment to February 1, 2019 and would then follow the original payment schedule. Exelon has signed
43 these documents.

44
45 **Mr. Foresto moved, seconded by Mr. Crowley to approve the Memorandum of Agreement with**
46 **Exelon regarding updates to the Host Community Agreement, PILOT and potential connections**
47 **with Millis water. It was so voted: 3-0-0.**

48
49 Mr. Crowley asked why there are two Exhibit A’s. Mr. Boynton clarified that the first Exhibit A relates
50 to the Host Community Agreement. The second relates to the Memorandum of Agreement.

51
52 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the first amendment to the Host**
53 **Community Agreement. It was so voted: 3-0-0.**

1
2 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the first amendment to the PILOT, as**
3 **presented. It was so voted: 3-0-0.**
4

5 **Mr. Foresto moved, seconded by Mr. Crowley, to approve the side letter concerning**
6 **preconstruction activities, invoking the Host Community Agreement, and to authorize the Chair to**
7 **sign the agreement. It was so voted: 3-0-0.**
8

9 Mr. Crowley asked if the first payment of \$700,000 would be available for allocation at the November
10 2018 Fall Town Meeting, assuming free cash is approved. Mr. Boynton confirmed it would be.
11

12 Mr. Boynton briefly reviewed the Town's recent activities with respect to Exelon and the EFSB. He
13 stated he would be testifying before the EFSB on May 4 via a video phone call. He assured the Board
14 that the Town will be involved in the oversight of the construction project and stated that the EFSB is the
15 mechanism for streamlining this project. Mr. Boynton reported that the March BCK invoice is \$11,000,
16 which is a reflection of how much the Town has remained involved in this matter. He said the \$50,000
17 for legal and technical services will be used to pay legal bills. He thanked Attorney Jeff Bernstein and
18 Town staff that have been working with him to move this forward.
19

20 Mr. Boynton reviewed what will be taking place at Exelon in the near future. He said there is some work
21 going on right now to make access upgrades to the driveway. He noted that there is a separate ongoing
22 project off West St, which is the Eversource security fencing project. He stated that, assuming the EFSB
23 grants Exelon's pre-construction request, land clearing will then begin on property. Payments will be
24 triggered and the HCA provisions will be monitored. Exelon pre-construction may begin in early June
25 and actual EFSB approvals on the certificate proceeding will not happen until the summer. Major
26 construction would begin in the late summer or early fall. November 2018 is the target date for
27 completed construction.
28

29 Mr. Foresto asked about the outcome of the situation with Millis water. Mr. Boynton responded that
30 Exelon has asked the EFSB to allow them out of that requirement, but he does not think the EFSB has
31 made a decision about that yet. Exelon intends its primary water source to be an onsite well. Between
32 that and onsite storage, the company would have sufficient water. Mr. Crowley mentioned that the water
33 volume requirement has also been reduced.
34

35 **Discussion/Vote – Special Town Meeting Warrant Article 1 and Annual Town Meeting Warrant –**
36 **Articles 7, 23 and 24**

37 *The Board reviewed the following information: (1) Articles 23 and 24*
38

39 Mr. Boynton asked the Board to consider addressing Article 1 on the Special Town Meeting warrant,
40 which funds the snow and ice deficit. He stated that the request will be to transfer \$120,000 in free cash.
41 He asked the Board to approve that article.
42

43 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 1 on the Special**
44 **Town Meeting warrant. It was so voted: 3-0-0.**
45

46 Mr. Boynton then asked to address Article 7 on the Annual Town Meeting warrant, which is the free cash
47 article for capital items. He said that the road and sidewalk repair amount is now known due to the fact
48 the snow and ice deficit amount has been tallied. The request for the road and sidewalk repair will be
49 reduced from \$445,000 to \$325,000. He asked the Board to approve this article for a total of \$1,717,954.
50

51 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 7 on the Annual**
52 **Town Meeting warrant. It was so voted: 3-0-0.**
53

1 Mr. Boynton asked the Board to consider approving Articles 23 and 24 of the Annual Town Meeting
2 warrant. These are land acquisition articles for the new DPS Facility. He stated that he is requesting
3 \$4,500 to fund the acquisition cost associated with Article 23 and \$19,500 for Article 24. Mr. Crowley
4 asked that these amounts somehow be reflected on the warrant so that Town Meeting can be made aware
5 that the Town is not seeking large sums of money to accomplish these acquisitions. They agreed to note
6 it in the article description.

7
8 **Mr. Foresto moved, seconded by Mr. Crowley, to approve Article 23, with an amount not to exceed**
9 **\$4,500. It was so voted: 3-0-0.**

10
11 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve Article 24, with an amount**
12 **not to exceed \$19,500. It was so voted: 3-0-0.**

13
14 **Approval - Special Event Permits**

15 *The Board reviewed the following information: (1) Christina Genco Mother's Day Memorial Ride – May*
16 *14, 2017 application and Police Chief's Recommendation; (2) Rooney's Trail Run 5K – June 3, 2017; (3)*
17 *Annual CF Cycle for Life Ride – October 7, 2017 and Police Chief's Recommendation.*

18
19 Mr. Crowley expressed reservation about approving the Rooney's trail run without knowing the route.
20 Mr. Boynton responded that the Chief would not give his approval without having the route identified.

21
22 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve special event permits for the**
23 **Christina Genco Mother's Day Ride, Rooney's Trail Run and the Cycle for Life events to be held**
24 **on May 14, June 3, and October 7, 2017, subject to Police Chief's recommendations. It was so**
25 **voted: 3-0-0.**

26
27 **Approval of One-day Liquor License Requests for Events to be Held at Thayer Homestead**

28 *The Board reviewed the following information: (1) Wendy Krauss's application and Police Chief's*
29 *recommendation; Theresa McEachern's application and Police Chief's recommendation; (3) Jessica*
30 *Friswell's application and Police Chief's recommendation (4); Jonathan Dick's application and Police*
31 *Chief's recommendation.*

32
33 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board approve one day liquor licenses for**
34 **Wendy Krauss, Theresa McEachern, Jessica Friswell and Jonathan Dick for events to be held at**
35 **Thayer Homestead on April 30, May 6, May 7, and May 13, 2017 subject to Police Chief's**
36 **recommendations and proof or appropriate insurance coverage. It was so voted: 3-0-0.**

37
38 **Action Items from Previous Meeting**

39 Mr. Crowley asked if the Urban Renewal Plan had been submitted to the state yet. It was not known for
40 sure and Mr. Boynton said he would confirm. Mr. Crowley also asked for cost estimates and timeline for
41 implementing the plan.

42
43 **Approval of Minutes**

44 This item was postponed to the next meeting.

45
46 **Town Administrator's Report**

47 **Solid Waste and Recycling**

48 Mr. Boynton said that the Board will be asked to approve changes to the solid waste and recycling
49 program at its meeting on May 1. There will be a change in how white goods are handled. Mr. Crowley
50 wants the Town to actively publicize the changes so that residents will not be surprised by them. Plans
51 for doing so were shared with the Board and Ms. Becotte offered to provide the Board with a copy of the
52 fact sheet she is preparing with the Dept. of Public Services.

1 ***Temporary Signs for Rt 109 Businesses***
2 Mr. Boynton addressed the need to allow for temporary signage for businesses impacted by the Route 109
3 construction project. He said that some businesses want to advertise special hours depending on whether
4 the work is directly impacting them one day and not another, etc. He would like to grant the Building
5 Commissioner the latitude to approve these temporary signs. The Board was in agreement with the need
6 to help business owners, but did not want to put the onus on the Building Commissioner as to what can
7 and what will not be approved. The Board asked for recommendations on the parameters for managing
8 the temporary signs that it could vote at its next meeting. Staff would work on this. Ms. Becotte stated
9 that the Town can work with businesses to advertise hour changes and the like through its social media
10 accounts.

11
12 **Mr. Crowley moved, seconded by Mr. Foresto, to ask the Building Commissioner to develop**
13 **guidelines for temporary signs for the Route 109 construction.**
14

15 It was asked that the Community and Economic Development Director, the Planning and Economic
16 Development Coordinator, and the Medway Business Council be involved.
17

18 ***Topsfield Fire Chief Search***

19 Mr. Boynton stated he would be participating in the Community Peer Review for the Topsfield Fire Chief
20 search on April 28.
21

22 ***Officer Steve Mitchell Promotion***

23 Mr. Boynton announced that Officer Steve Mitchell is being promoted to Sergeant. Once the swearing in
24 ceremony details are finalized, the Board would be extended an invitation.
25

26 ***Out of Office***

27 Mr. Boynton stated he would be out of the office on April 21 (personal day), 25 (MEMA training) and 27
28 (MMMA meeting).
29

30 **Selectmen's Reports**

31 Mr. Crowley announced there would be a Selectmen's candidate debate on Wednesday, April 19, at 7:30
32 PM in the High School auditorium. The candidates are sharing the auditorium rental cost. It will be
33 broadcast by Medway Cable.
34

35 Ms. White announced that there would be a candidates' night sponsored by the Democratic Town
36 Committee on April 28.
37

38 **Mr. Foresto moved, seconded by Mr. Crowley, that the Board enter into executive session to discuss**
39 **strategy with respect to collective bargaining or litigation if an open meeting may have a**
40 **detrimental effect on the bargaining or litigating position of the public body and the chair so**
41 **declares; the topic is review/approve the amendment to the Fire Department contract. Ms. White**
42 **so declared. It was voted by roll call: Forest – aye; Crowley – aye and White – aye; 3-0-0.**
43

44 The Board returned to open session at 8:30 PM.
45

46 **Mr. Foresto moved to adjourn, seconded by Mr. Crowley, and voted unanimously: 3-0-0.**

AGENDA

ITEM #15

Town Administrator's Report

AGENDA

ITEM #16

Selectmen Reports