

Board of Selectmen

Maryjane White, Chair

Richard A. D'Innocenzo, Vice-Chair

Glenn D. Trindade, Clerk

Dennis P. Crowley

John A. Foresta



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

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

July 17, 2017 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business

1. Approval – Contract with Goliath Tech – Chicken Brook Boardwalk - \$104,900
2. Approval – Contract with Conservation Works, LLC – Open Space and Recreation Plan Update Consulting Services - \$21,056
3. Appointment Consideration – Board of Assessors – Carol Niedbala
4. Appointment Consideration – Evaluation of Parks, Fields and Recreational Areas Committee (EPFRAC), Youth Sports Representative (1) – Cheryl Richardson and Phil Fougere
5. Appointment Consideration – Agricultural Committee (2) - Michael Kassel and Alison Dempsey
6. Appointment Consideration – Historical Commission – Cher Hamilton
7. Appointment Consideration – Zoning Board of Appeals (2) – Rori Stumpf, Bridgette Lex Kelly
8. Discussion – Medway Cultural Council
9. Annual Committee Appointments (see following page for committees and incumbent candidates)
10. One-day liquor License Applications -
 - a. Pierre Cote and Laura Barone – Aug 19, 2017
 - b. Leah Crisostamo and Jamie Rossetti – Sep 9, 2017
11. Action Items from Previous Meeting
12. Approval of Minutes
13. Town Administrator's Report
14. Selectmen's Reports

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

Upcoming Meetings, Agenda and Reminders

August 21, 2017 ---- Regular Meeting

Board or Committee	Name	Action Needed
Affordable Housing Committee	Judi LaPan Michael Leone John Parlee Susan Rorke Alison Slack	Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term
Agricultural Committee	Margaret Perkins	Reappoint for a 3 year term
Board of Assessors	Lindsay Tosca	Reappoint for a 3 year term
Board of Registrars	Christine Lorenzen	Reappoint for a 3 year term
Cable Advisory Committee	John Foresto Shelley Wieler Richard Boucher Robert O'Neill Glenn Trindade	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Capital Improvement Planning Committee	Kelly O'Rourke	Reappoint for a 4 year term
Cemetery Commission	Jeanne Johnson Bruce Hamblin	Reappoint for a 1 year term Reappoint for a 1 year term
Christmas Parade Committee	Scott Guyette Allen Tingley Richard Parrella	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Community Preservation Committee	Jim Wieler	Reappoint for a 3 year term
Conservation Commission	Ken McKay	Reappoint for a 3 year term
Council on Aging	Nanette Glenn Siri Krishna Khalsa Charlene Saunders Francis Saunders Marylou Staples	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Evaluation of Parks, Fields & Recreation Areas Committee	Richard D'Innocenzo Michael Francis Robert Pearl Paul Mahoney David Travalini (alt) David Blackwell Michael Schrader Ellen Hillery (alt) Cathy Morgan Kari Macleod (alt)	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Historical Commission	Paul Russell	Reappoint for a 1 year term
Memorial Committee	Douglas Downing John Larney Michael Matondi Richard Parrella Robert Saleski Francis Saunders Paul Trufant Allen Tingley	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Medway Pride Day Committee	Sarah Stone	Reappoint for a 1 year term
Thayer Governance Committee	John Foresto Dennis Crowley Carl Rice	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term

AGENDA

ITEM #1

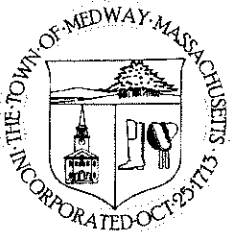
**Approval – Contract with Goliath
Tech – Chicken Brook Boardwalk -
\$104,900**

Associated back up materials attached.

- Memo from DPS Director
- Contract

Proposed motion:

I move that the Board authorize the Chair to execute a contract with Goliath Tech for an amount not to exceed \$104,900.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

BARRY SMITH
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
From: David D'Amico, Director | Department of Public Services
Date: July 17, 2017
RE: **Goliath Tech – Board walk**

Please find attached three (3) copies of a contract for **Goliath Tech - Boardwalk**

Furnishing labor and material to design and install approximately 240 foot boardwalk by 5 feet wide over Chicken Brook water area and include add alternate composite decking.

Bid opening results

Goliath Tech	\$104,900
Solid Earth	\$106,750
NETCO	\$142,000
Cape Cod Builders	\$395,573
Sumco Eco	\$246,700

We greatly appreciate your consideration of this issue.

ChickenBrook Boardwalk - Preliminary Bid Results						
Contractor Name	Goliath Tech	Solid Earth	NETCO	Cape Cod Build	Sumco Eco	Aqua Line
5% Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes	Yes
Mobilization	\$0	\$2,500	\$7,500	\$10,000	\$37,000	\$32,000
Helical Piles	\$25,000	\$61,000	\$52,000	\$83,750	\$129,000	\$135,000
240 Ft. Boardwalk	\$0	\$35,000	\$78,500	\$145,750	\$76,000	\$150,000
TOTAL COST	\$98,400	\$98,500	\$138,000	\$238,750	\$242,000	\$317,000
Add Alternate 1 Add Composite Decking	\$6,500	\$8,250	\$4,000	\$14,823	\$4,700	\$12,000

EXHIBIT B

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for **Chicken Brook Boardwalk** (hereinafter referred to as the "Services"), by and between **GoliathTech**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 389 Concord Road, Billerica, MA 01821, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

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

- 1) This agreement between town and contractor
- 2) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents,(Chicken Brook Boardwalk) (the base contract amount and Add Alternate 1 for composite decking) and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within TEN calendar days after the TOWN issues a written contract to the CONTRACTOR,
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$104,900 [**One hundred four thousand, nine hundred dollars**] as:

Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR is the amount set forth above. The TOWN shall pay the CONTRACTOR as services are performed by the CONTRACTOR based upon the portion of services completed.

Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

On a monthly basis, forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR ninety percent of the invoice. Upon satisfactory completion of the work, forty-five days after receipt of an invoice for final payment, the TOWN shall pay the CONTRACTOR all amounts due under the Agreement, including the retainage.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to CONTRACTOR. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

Town of Medway - DPS
David D'Amico, DPS Director
45b Holliston Street
Medway, MA 02053

Contractor:

Jeff O'Rourke
Owner
GoliathTech New England
389 Concord Road
Billerica, MA 01821

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

ARTICLE 14: GUARANTEE OF WORK

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
 - (1) Make goods and services conform to this Agreement;
 - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 18: CORPORATE CONTRACTOR

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

ARTICLE 19: GENERAL LAWS

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

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

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

CONTRACTOR: GOLIATH TECH

TOWN OF MEDWAY
By its Board of Selectmen

By: Jeff O'Rourke

Title: President

Corporate Seal:

David D'Amico 7/12/17
David D'Amico - Director
Department of Public Service

DATE Signed: _____

Carol Ben
Town Accountant

Dated: 7/13/17

Approved As To Form
Robert Reil
Town Counsel

Dated: 7-7-17

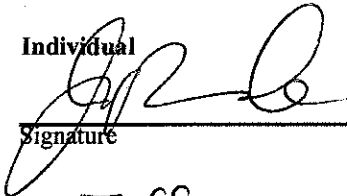
Funding Source:

Account: 28009432 5843 \$ 100,000.-
01422012-5383 \$ 3,500.-
28009152 5314 \$ 1,400.-

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual


Signature _____ Date 7/6/17
Jeff O'Rourke _____ 024-503918
Name (please print or type) Social Security Number

Corporate

Goliathtech of N.E. inc.
Corporate Name (please print or type)
Signature of Corporate Officer _____ Date 7/6/17
Jeff O'Rourke _____ President
Name of Corporate Officer (please print or type) Title
81-5239394
Taxpayer Identification Number

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Exhibit D

CERTIFICATE AS TO CORPORATE BIDDER

I Jeff O'Rourke
Certify that I am President of the
Corporation named as Bidder in the within Bid Form that John McCallion
who signed said Bid Form on behalf of the Bidder was then
Office Manager of said Corporation; that I know his signature and
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

[Handwritten Signature]
(Signature)

President
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Goliathtech N.E. held on 7/6/17 it
(Name of Corporation) (Date)

was voted that:

Jeff ORourke
(Name)

President
(Officer)

Of this company, he and she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

Jeff ORourke under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:

John McCallister

TITLE:

office MANAGER

PLACE OF BUSINESS:

389 CONCORD Rd

Billerica MA

DATE OF THIS CONTRACT:

7/6/17

I hereby certify that I am the clerk of the

Goliathtech N.E.
(Name of Corporation)

And that

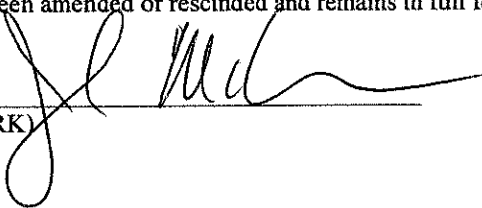
Jeff ORourke
(NAME)

is duly elected

President
(POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(CLERK)



CORPORATE SEAL:



Town of Medway, Massachusetts 02053

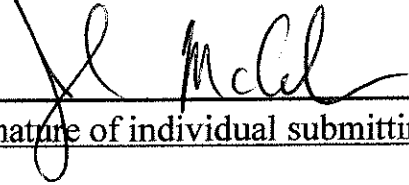
CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of individual submitting bid or proposal

Goliathtech of New England

Name of Business (please type or print)

Exhibit G

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

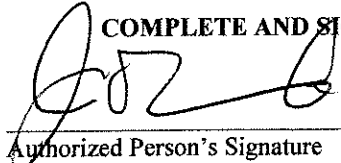
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:



Authorized Person's Signature

7/6/17
Date

Jeff O'Rourke

Print Name & Title of Signatory

Goliath Tech of New England

Name of Contractor

ContrACT NOW General Indemnity Agreement

Indemnitor represents that all statements made in the Application are true and made without reservation to induce Surety to extend surety credit on its behalf in reliance upon the Agreement; confirms that it has a material and beneficial interest in the provision of each Bond requested including Bonds requested in other Applications or as otherwise permitted; and hereby agrees with Surety as follows:

1. Definitions applicable to the Indemnity Agreement:

Agreement: This Indemnity Agreement, and any other agreement between Indemnitor and Surety executed for Surety's benefit.

Bonds: Any and all bonds or other obligations, renewals, extensions, replacements and substitutions thereof, issued prior to or after the execution of this Agreement, and issued for or at the request of Indemnitor.

Indemnitor: Each and all of the undersigned, their current and future subsidiaries and affiliates, and any person or business entity added by written amendment (to which amendment Indemnitors hereby agree may be executed solely by that new indemnitor), joint and severally, whether acting alone or in joint venture with others, and, as to all of them, their successors, assigns, and heirs. Where used in the Agreement, the term applies to Indemnitors individually and collectively. The indemnitors hereby acknowledge and consent to the use of their individual consumer credit reports by the Surety for commercial purposes. The Surety's use of the information will be in connection with the Surety's assessment of the credit or prepayment risks associated with Bonds. The indemnitors acknowledge that the Surety has a legitimate business need for ongoing access to the credit information in connection with its business, that each transaction for surety credit will be initiated by the indemnitors, and that the Surety may in its sole and absolute discretion decide to review the Indemnitors' financial condition on an ongoing basis to determine whether the Indemnitors satisfy the underwriting criteria of the Surety.

Loss: Claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever, and interest thereupon from the date upon which Surety incurs a Loss or posts reserves in anticipation of Loss, which Surety may incur in any manner relating to the extension of surety credit, including the enforcement of the Agreement.

Surety: The Hanover Insurance Company and any other member of Hanover Insurance Company and/or its subsidiaries, including Citizens Insurance Company of America and Massachusetts Bay Insurance Company, or any combination of the aforesaid companies for which The Hanover Insurance Company underwrites surety bonds, severally not jointly; their respective successors and assigns; any co-surety, reinsurer, or surety that issues a Bond at the request of Surety.

2. Premiums: To pay premiums when due, and to deliver evidence satisfactory to Surety, of the release of all liability;

3. Indemnity: To exonerate, indemnify and hold harmless Surety from and against all and all Loss;

4. Place in Funds: To place Surety in funds immediately upon demand in the amount Surety deems necessary to protect itself from any Loss or potential Loss, Surety having the right to use all or part of the funds in payment, settlement, or reimbursement to itself of any Loss;

5. Assignment: (I) Scope: Indemnitor assigns and pledges to Surety as security, a lien and security interest in its interest, title, and rights in and growing out of the following: (a) any bonded contract, any agreement related to a bonded contract including any labor or supply subcontract and any bond in support thereof, and any action, claim or demand which Indemnitor may acquire against any party to these contracts or otherwise related to a bonded contract; (b) all machinery, supplies, equipment, plant, tools and materials which are or may be on the site of the bonded contract, including materials purchased, being constructed, in storage, or in transit; (c) to the extent Surety determines necessary to fulfill or complete bonded obligations: licenses, patents, copyrights, trade secrets, limited partnership and general partnership interests; (d) any funds that are due or may become due on a bonded contract or other contract, including retention and recovery from claims. (II) Exercise of Rights by Surety: The assignment is effective upon the date of this Indemnity Agreement, but the Surety may exercise its rights only if Indemnitor: (i) breaches a bonded contract, Bond, or the Agreement; (ii) is declared in default by a Bond obligee or a payment bond claim is made; (iii) makes an assignment for the benefit of creditors; an application for the appointment of a trustee or receiver is made; or files an application under the Bankruptcy Code or similar laws of any state; (iv) is subject to any proceeding which deprives it of the use of the materials referred to in (b), above; (v) is debarred or otherwise declared ineligible for public work; and (vi) if an individual, an Indemnitor's death, disappearance, incompetence, insolvency, conviction of a felony or imprisonment.

6. Security Agreement: This Agreement shall constitute a Security Agreement to the Surety and a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction in which such Code is in effect, but the filing or recording of the Agreement shall be solely at Surety's option, and the failure to file shall not release or impair any Indemnitor's obligations under the Agreement or otherwise, nor shall it be in any manner in derogation of any of the Surety's rights.

7. Power of Attorney: Indemnitor irrevocably appoints Surety as Attorney-in-fact with the full right and authority, but not the obligation, to exercise the rights of Indemnitor assigned to Surety above, and to execute on behalf of and sign Indemnitor's name to any document deemed necessary by Surety to give full effect to the purposes of the Agreement. Indemnitor hereby ratifies all acts taken by Surety as attorney-in fact, acknowledges that this power of attorney is a power coupled with an interest, and agrees to hold harmless Surety from any claims, damages, loss or expense incurred by its use.

8. Surety's Rights: (a) Loss: Surety has the right at its sole discretion to pay or settle any Loss and the sworn voucher of payment signed by Surety shall be prima facie evidence of Indemnitor's liability; (b) Suits: Surety may bring separate lawsuits to recover under the Agreement, and doing so or recovering by way of judgment upon a cause of action shall not prejudice or bar the bringing of suits upon other causes of action, whenever they may arise; (c) Other Agreements: Any rights Surety may have or acquire against Indemnitor under the Agreement are in addition to and not in lieu of any rights afforded Surety under any other agreement related to surety credit; and, if Surety executes any Bond with a co-surety or reinsures all or part of a Bond, all the terms of the Agreement shall apply and operate for the benefit of the co-surety and reinsurer, as their interests may appear; (d) Decline or Cancel Bonds: Surety shall have the right to decline or cancel a Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (e) Non-waiver: the exercise, delay or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude any subsequent exercise or waiver of these or any other rights, remedies by the Surety.

9. This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement.

10. This Document: If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.

11. Termination: Indemnitor may terminate its indemnity obligations under this Indemnity Agreement for future bonds upon thirty (30) days written notice to Surety, sent by registered or certified mail, - The Hanover Insurance Company, Attention Bond Department, 440 Lincoln Street, Worcester, MA 01653.

Such notice shall not modify or discharge Indemnitor's obligations for Bonds authorized, executed, or committed to by Surety prior to the discharge date (including renewals, extensions, modifications and substitutions), or for final Bonds issued for bid bonds issued prior to the discharge date.

12. Effective Date: This document shall be effective on the date it is executed by one or more Indemnitors.

This Indemnity Agreement is dated: June 30, 2017.

By signing below, each individual signing on behalf of a business entity represents and warrants that he or she is duly authorized by the business entity to bind it to this Indemnity Agreement:

NOTE: Persons authorized to sign on behalf of each business entity: Sole Proprietor - Owner; Partnership - Managing Partner; Limited Partnership - General Partner; C or S Corporation. - President; Limited Liability Company - Managing Member

Indemnitor (Business):

Company Name: Goliathtech New England, Inc.

Authorized Signature: [Signature]

Printed Name: Jeffrey O'Rourke

Indemnitor (Individual):

Signature: [Signature]

Printed Name: Jeffrey O'Rourke

Indemnitor (Individual):

Signature: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Printed Name: _____

Company Tax ID: 81-5239394

Company Title: President

Indemnitor (Spouse):

Signature: [Signature]

Printed Name: Jeffrey O'Rourke

Indemnitor (Spouse):

Signature: _____

Printed Name: _____

PERFORMANCE BOND
Bond No: BCN1059228

KNOW ALL MEN BY THESE PRESENTS: That we Goliathtech New England, Inc.
(Name of Contractor)

a Corporation hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

The Hanover Insurance Group of Worcester, State of Massachusetts
(Surety) (City & State)

hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called
"Owner", in the penal sum of
One hundred five thousand Dollars
(\$ 105,000) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the 28th day of June, 2017 (the
"Construction Contract"), for the construction described as follows: Chicken Brook Boardwalk

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of the Construction Contract during
the original term thereof, and any extensions thereof which may be granted by the Owner, with
or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the
Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the
Owner has declared the Principal in default of the Construction Contract or any provision thereof
or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute
the work consistent with, and in conformance to, the Construction Contract (collectively referred
to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by
the Owner. The Owner need not terminate the Construction Contract to declare a Contractor
Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the
consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for
the Principal to perform and complete the work of the Construction Contract; (2) arrange for a
contractor other than the Principal to perform and complete the work of the Construction
Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for
all costs and expenses incurred by the Owner in performing and completing the work of the

Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in 2 () counterparts, each one of which shall be deemed an original, this the 28th day of June, 2017.

ATTEST:

Goliathtech New England, Inc.

Principal

Jeffrey O'Rourke
(Principal Secretary)

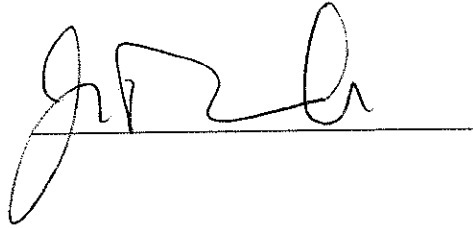
389 Concord Road

Billerica, MA 01821
(Address-Zip Code)

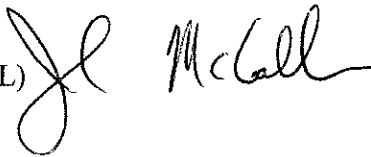
John McCallion
Witness as to Principal
389 Concord Road

Billerica, MA 01821
(Address-Zip Code)

By



(SEAL)



ATTEST:

The Hanover Insurance Group

Surety

Richard F. Foy Jr.
(Attorney-in-Fact)

440 Lincoln Street

Worcester, MA 01653
(Address-Zip Code)

Witness as to Surety

(Address-Zip Code)

By



(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Bond No: BCN1059228

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

Goliathtech New England, Inc a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and The Hanover Insurance Group of Worcester,
(Surety)

State of Massachusetts hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of One hundred five thousand Dollars (\$ 105,000) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 28th day of June, 2017, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 2 () counterparts, each one of which shall be deemed an original, this the 28th day of June, 2017.

ATTEST:
The Hanover Insurance Group

Surety

Richard F. Foy Jr.
(Attorney-in-Fact)

By



440 Lincoln Street

Worcester, MA 01653

(Address-Zip Code)

(SEAL)

Witness as to Surety

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

This Power of Attorney may not be used to execute any bond with an inception date after October 1, 2007

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

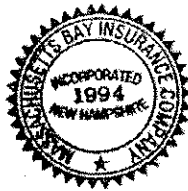
KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint **Stephanie Serra, Morgan A. Dohne, Michael Skorupski, Rick Foy, Margaret Herlihy and/or David Haynes**

of **Wellesley, MA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Five Hundred Thousand and No/100 (\$500,000) Dollars in any single instance
And said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.
These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 22nd day of **October, 2004**.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
Richard M. Van Steenburgh
Richard M. Van Steenburgh, Vice President
Ronald Ritland
Ronald Ritland, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 22nd day of **October, 2004**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires November 26, 2004

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this
day of _____ 20__

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
Charles T. Wells
Charles T. Wells, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2017

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 NorthStar Ins. Services, Inc. 300 First Ave, Suite 100 Needham, MA 02494	CONTACT NAME: PHONE (A/C No. Ext): 781-431-2500		FAX (A/C, No): 781-431-6134
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Mesa Underwriters Specialty			
INSURER B : Torus Specialty Insurance Co.			
INSURER C : Safety Insurance			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED **Goliathtech New England LLC**
Jeff O'Rourke
389 Concord Rd
Billerica, MA 01821

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	MP0018001000888	08/15/2016	08/15/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6219677	09/02/2016	09/02/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		47104E160ALI	09/14/2016	08/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Town of Medway is included as an Additional Insured as required by written contract.

CERTIFICATE HOLDER MEDWAYM Town of Medway - DPS David D'Amico, DPS Director 45b Holliston Street 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 <i>Kate Lawrence</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

AGENDA

ITEM #2

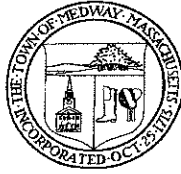
Approval – Contract with Conservation Works LLC for Open Space and Recreation Plan Update Consulting Services - \$21,056

Associated back up materials attached.

- Memo from Planning & Economic Development Coordinator
- Contract
- Request for Proposals
- Conservation Works proposal

Proposed motion:

I move that the Board authorize the Chair to execute a contract with Conservation Works LLC for consulting services in an amount not to exceed \$21,056, subject to the submission of required insurance coverage.



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

MEMORANDUM

July 13, 2017

TO: Medway Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Consulting Services Contract with Conservation Works

At the July 17, 2017 meeting, the Board of Selectmen will consider authorizing the BOS chairman to execute a contract with Conservation Works LLC of Hatfield, MA for professional consulting/planning services. This is a project contract for Conservation Works to update Medway's Open Space and Recreation Plan (OSRP). Total contract = \$21,056. Town Meeting approved the use of up to \$25,000 in CPA funds.

Conservation Works was one of six responding firms to the Request for Proposals. On May 30, 2017, the OSRP Update Task Force met to review the proposals from all 6 firms. Three firms were selected for interviews on June 26th. At the conclusion of that meeting, the Task Force selected Conservation Works as having the best combination of experience and value pricing for the job.

**AGREEMENT BETWEEN THE TOWN OF MEDWAY
and
CONSERVATION WORKS, LLC**

This Agreement is made on this 17th day of July, 2017, between the Town of Medway, the County of Norfolk and the Commonwealth of Massachusetts, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Conservation Works, LLC., (hereinafter, "Consultant"), a conservation planning firm with its principle place of business at P.O. Box 705, North Hatfield, MA 01066, whereby the Town and Consultant contract for services under the terms and conditions set forth herein. The Community and Economic Development Department is responsible for administering this contract.

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

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

I. CONTRACT DOCUMENTS

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

Exhibits

- A. Consultant's proposal
- B. Town's Request for Proposal
- C. Certificates of insurance required under this Agreement
- D. Certificate of Vote of Organization
- E. Certificate of Tax Compliance

II. CONSULTANT'S SERVICES

The Consultant shall provide planning services for the preparation of an update to the Town of Medway Open Space and Recreation Plan (OSRP). The full execution of this Agreement constitutes the Town's written authorization for the Consultant to proceed with the professional services described in the Consultant's proposal.

III. CONSULTANT'S STANDARD OF CARE

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

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

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

V. TOWN'S RESPONSIBILITIES

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

VI. PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

The Town shall pay the Consultant for the performance of this Agreement a sum not to exceed \$21,056 for the services on a time and materials basis as described in the Consultant's proposal. Consultant shall not be paid for any services in excess of this amount without approval and notice to proceed from the Town.

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

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

VII. SUSPENSION OF WORK

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

VIII. TERMINATION

8.1 By Town

8.1.1 In the case of any default or breach on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, this Agreement shall be deemed terminated by the Town. In case of such termination for breach, consultant shall be entitled to receive payment only for

work satisfactorily completed prior to said breach and the amount of any balance due Consultant shall be determined by Town in good faith.

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

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

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

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

8.2 By Consultant

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

8.3 Force Majeure

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

IX. INSURANCE

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

- 9.1 Worker's compensation insurance in accordance with Massachusetts General Laws. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.
- 9.2 Commercial general liability insurance (including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury) with a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.
- 9.3 Comprehensive automobile liability insurance (including owned, non-owned and hired vehicles) at limits not less than:
- a. \$1,000,000 Per occurrence for Bodily Injury; and
 - b. \$500,000 per occurrence for Property Damage
 - c. or \$1,000,000 combined single limit
- 9.4 Professional liability insurance with limits of at least \$1,000,000.00 for each occurrence and at least \$1,000,000.00 in the aggregate covering Consultant's errors and omissions and negligent acts of the Consultant and of any person or entity for whose performance the Consultant is legally liable at all times while services are being performed under this Contract.
- 9.5 The Consultant must furnish a certificate of insurance evidencing all insurance coverage required by this Contract to the Town at time of contract issue. This Certificate of Insurance will be attached as EXHIBIT C to this Agreement.
- 9.6 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. The Town shall be added as an additional insured on each policy, with the exception of the worker's compensation insurance. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy.** Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

X. INDEMNIFICATION

The Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's, or any of its sub-consultants or agents services, or any activities, operations, conducts, negligence, or omissions of Consultant, regardless of whether same is caused in part by Town or any third party.

XI. MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

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

11.2 Binding Agreement and Assignment of Interest

This Agreement shall be binding upon Consultant and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Consultant. The Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

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

11.4 Inspection by Town

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

11.5 Incorporation of Applicable Law

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

11.6 Governing Law

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

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

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to

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

11.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation as of the date of submission. The certificate will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

11.9 Interpretation & Severability

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

XII. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Consultant no later than June 30, 2018.

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

Consultant

Peter C. Wagner
For Conservation Works LLC
By its duly authorized representative

Town of Medway by its Board of Selectmen

Date: 7/7/2017

Date: _____

Approved as to availability of funds:

[Signature]
Town Accountant

Approved as to form:

KP Law / JEM
Town Counsel

28000529 5305
Account Number

CERTIFICATE OF TAX COMPLIANCE

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

20-229-0609

Social Security Number or Federal Identification Number

Conservation Works LLC

Company Name

Peter C. Westover

Printed Name of Signer

Peter C. Westover

Signature

7/7/2017

Date



TOWN OF MEDWAY

Department of Community and Economic Development
155 Village Street, Medway, MA 02053

April 6, 2017

REQUEST FOR PROPOSALS UPDATE to MEDWAY OPEN SPACE AND RECREATION PLAN

Introduction - The Town of Medway is requesting Consultant proposals for the preparation of an update to the 2010 Medway Open Space and Recreation Plan (OSRP) pursuant to the requirements of the Division of Conservation Services (DCS) within the Executive Office of Energy and Environmental Affairs (EOEEA). Medway's current OSRP may be viewed online at the Town's web site as follows: <http://www.townofmedway.org/sites/medwayma/files/uploads/open.pdf>. The State's recognition of Medway's Open Space and Recreation Plan will expire in June 2017.

Goals for Updating the OSRP – It is the Town's desire that the process for updating the OSRP will also:

- Provide guidance on the process and criteria for the Town to use in considering future land acquisitions, conservation restrictions and/or easements for open space, trails and recreational activities
- Identify opportunities for public connections to other open space and recreational resources in nearby communities.
- Help the Town establish a plan for the management of its open space resources including monitoring, maintenance and enforcement
- Assist the Town in determining and clarifying the various roles and responsibilities of various Town boards, committees, departments and private entities such as homeowners associations to manage the Town's open space resources
- Serve as the basis for seeking public and private grants and financial resources to support the acquisition of additional open space and recreational resources

OSRP Update Task Force - The Planning and Economic Development Board will establish an Open Space and Recreation Plan Update Task Force to work on the preparation of the Plan with the selected Consultant. The Task Force will include a representative from the Open Space Committee, Conservation Commission, Board of Parks Commissioners, Planning and Economic Development Board, School Committee, Board of Selectmen or their designees, and an unaffiliated resident. Key Town staff involved in planning, conservation, and public facilities operations/maintenance will provide staff support and guidance.

The Consultant shall coordinate the preparation of an update of Medway's OSRP based on the most current and readily available information/data about Medway to address the following standard elements of a Massachusetts OSRP.

- Regional context, population characteristics and growth/development patterns
- Identification, environmental inventory, mapping and analysis of the community's unique natural resources
- Inventory, assessment and mapping of Medway's public, private, and non-profit conservation, open space and recreation resources and other properties of interest
- American with Disabilities Act (ADA) Self Evaluation Report including an evaluation of accessibility to Medway's open space and recreational facilities and a Transition Plan.
- Analysis of Medway's resource protection and land management needs
- Community's broad open space and recreation goals
- Goals and objectives and a detailed 7 year action plan including land acquisition
- Description of public participation/community engagement in the OSRP planning process

The Consultant shall also develop the following additional components to the OSRP:

- Review of other Town planning documents regarding recreation and open space including the 2009 Medway Master Plan, the 2013 Parks, Open Space and Athletic Fields Master Plan Report by Gale Associates, the Management Goals for Medway's Open Space and Conservation Lands adopted by the Conservation Commission and Open Space Committee in 2015, and the recent Parks and Fields Improvement Plan for Choate Park, Cassidy Fields, Oakland Park, and the Middle School.
- Review of the community's progress toward meeting the goals of Medway's 2010 OSRP.
- Review of the Town's current land management plans for Town owned open space parcels.
- Review of regional open space and recreational initiatives with an eye to cooperative opportunities.
- Development of a template for best land management practices for the Town's open space parcels.
- Recommended annual budget for the upkeep and maintenance of the Town's open space parcels.

Deliverables – The final deliverable will be an updated OSRP including all identified components. This shall be provided as ten bound and color printed copies and an electronic WORD document.

Consultant's Proposal - At a minimum, the proposal should describe how the Consultant will approach the following:

- Preparation of the various components of the Open Space and Recreation Plan
 - ✓ Process to be used for development of the OSRP goals and 7 year action plan.
 - ✓ Involvement by the Open Space and Recreation Plan Update Task Force, Town staff, and key boards and committees in the development of the plan.
- Preparation of the ADA Self Evaluation Report. The Town is receptive to the use of a sub-contractor for this component.

- Public participation. A multi-faceted approach to community engagement is desired beyond the minimum required by DCS and should include outreach to residents, key property owners, and various area conservation/open space organizations. At a minimum the outreach should include:
 - ✓ the development and analysis of a public opinion survey regarding the community's vision for open space/recreational facilities
 - ✓ a series of at least three public forums/visioning sessions
 - ✓ other forms of community engagement/citizen participation that could be effective.

The proposal should also include the following:

- Overall schedule for completion of the OSRP update
- Specification of assistance/information/support services needed from Town staff to undertake this project
- Resumes of key personnel assigned to the project
- Identification and credentials of any sub-contractors the consultant will engage to complete various components of the Plan
- List of at least three communities for which your firm has compiled an Open Space and Recreation Plan within the last five years and corresponding contact information

The proposal should not exceed fifteen pages.

The Town of Medway will:

- Coordinate scheduling and logistics of Task Force meetings and community forums.
- Secure a representative of the disabled community to be available for site visits to assist in the preparation of the ADA Self Evaluation Report.
- Produce the needed maps in coordination with the Consultant.
- Handle submittal of the draft OSRP to the Division of Conservation Resources for review and comment, seek public comment from local and regional planning officials, and incorporate those comments into the final plan.

Budget - Funding for the update to Medway's OSRP is dependent on authorization, by Town Meeting in May 2017, of the use of Community Preservation Act funds. We request a lump sum proposed budget, which will include all labor and expenses required to complete the project. Please include an hourly estimate of the work hours for each task identified in your scope of work to be performed. Clearly specify the costs of any subcontractors.

Time Frame – The Consultant shall complete the project within nine months after a contract is signed which is expected in early July 2017.

Town Leadership – The Consultant shall report to the Medway Community and Economic Development office.

Proposal Submittal - Sealed proposals will be received at the Medway Community and Economic Development office, 155 Village Street, Medway, MA 02053 **until 4:00 PM, on Monday, May 1, 2017.**

- Ten copies of the proposals are to be submitted in a sealed envelope and marked “OSRP Plan Proposal”. The proposal shall also be provided in electronic format (email, disc, thumb drive or ftp site).
- The price proposal shall be provided in a separate sealed envelope marked “OSRP Cost Proposal”.

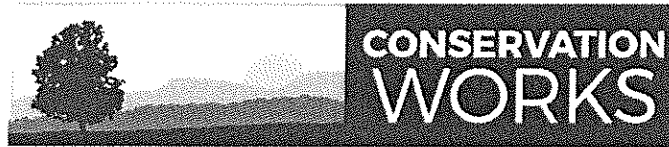
Review of Proposals - The Open Space and Recreation Plan Update Task Force will review the proposals, rank the applicants, and select a finalist to recommend to the Town Administrator/Board of Selectmen. Depending on the number and quality of proposals, interviews may be scheduled. The Town of Medway reserves the right to reject any proposal or any parts thereof deemed not to be in the best interest of the Town of Medway.

Consultant proposals will be evaluated based on the following criteria:

- Familiarity with the OSRP guidelines developed by the Executive Office of Energy and Environmental Affairs – Division of Conservation Services and experience in preparation of OSRP plans
- Qualifications of personnel assigned to the project
- Thoughtfulness and thoroughness of proposed methodology/approach to the project
- The effectiveness of the consultant’s interpersonal and presentation skills as evidenced during the interview process
- Creativity of the plan for citizen participation/community engagement
- Cost effectiveness of price proposal

Contract - The selected Consultant will be required to enter into a contract/agreement with the Town of Medway. Upon the acceptance of a Consultant’s proposal, the Town will prepare and submit an Agreement to the successful Consultant for execution. In the event that the successful Consultant fails, neglects, or refuses to execute the Agreement within two weeks after its receipt from the Town, the Town may, at its option, cancel the award and make a new award to another proposer, or reject all proposals and issue a new RFP, or cancel the proposal entirely.

Questions - If you have any questions, please contact the Medway Community and Economic Development office at 508-321-4890. Staff members include Stephanie Mercandetti, Bridget Graziano, and Susy Affleck-Childs.



April 30, 2017

Stephanie Mercandetti, Director
Planning and Economic Development Department
Town of Medway
155 Village Street
Medway, MA 02053

Reference: Open Space and Recreation Plan Update Proposal

Dear Ms. Mercandetti:

On behalf of Conservation Works LLC (CW), I am pleased to submit a proposal to assist the Town of Medway in updating the 2010 Open Space and Recreation Plan (OSRP). The services described herein will be performed by CW partner Anne Capra. In the past five years, Anne has completed full updates, including public outreach and engagement, for eight municipal open space and recreation plans in Massachusetts, and all have been approved by the Executive Office of Energy and Environmental Affairs Department of Conservation Services (DCS). Most recently she worked for the Lincoln Conservation Department and the Chicopee Planning Departments on their plan updates, and performed the public outreach component for the Town of Weston's Conservation Department. A detailed resume and curriculum vitae is attached describing her professional experience as an environmental planner for the past sixteen years. A list of project references specifically related to OSRP projects is also attached.

Comprehensive Plan Update

Updating an OSRP requires a multifaceted approach for gathering information from a variety of sources, assessing existing conditions, identifying needs and opportunities, identifying goals and objectives, and developing recommendations for achieving those goals in a seven-year time frame. The sections of this proposal describe a process for doing this over a nine-month period, as well as the resources and methods that will be used. CW will complete a comprehensive plan update, addressing the goals identified in the RFP as follows:

Section 1 Executive Summary – Provides a synopsis of the context of open space and recreation in Medway, the challenges and opportunities facing the community, community goals, and some key strategies for achieving them as identified in the seven-year action plan.

Section 2 Introduction – Provides a current statement of purpose for the plan (vision statement), and a detailed discussion of the planning process and public participation. Includes a review of the Medway's progress toward meeting the goals of the 2010 OSRP, and some discussion about other current town plans and their goals as they relate to open space and recreation.

CONSERVATION WORKS, LLC

P.O. Box 705, North Hatfield, MA 01066 | anne@conservationworksllc.com | (413) 824-1148
www.ConservationWorksLLC.com

Section 3 Community Setting – A detailed narrative discussing the community’s regional context, history, population characteristics, and growth and development trends which will include historical patterns and trends, infrastructure, and zoning.

Section 4 Environmental Inventory and Analysis –A detailed narrative about geology, soils and topography, landscape character, water resources, vegetation, fisheries and wildlife, scenic resources and unique environments, and environmental challenges. A data request for current information about rare and endangered species in Medway will be filed with the Natural Heritage and Endangered Species Program and incorporated into the plan. Regional open space and recreation initiatives will also be reviewed, incorporated into the inventory as relevant, and opportunities for collaboration to achieve goals identified for Medway will be recognized.

Section 5 Inventory of Lands of Conservation and Recreation Interest – A detailed inventory of all public, private, and non-profit conservation and recreation lands, and other properties of interest, in Medway based on information provided by the Town of Medway and MassGIS. CW will review the Town’s current land management plans for Town owned open space parcels, and incorporate into the inventory. Existing stewardship, maintenance, and annual budgeting, as well as the roles and responsibilities of various town, other public, and private entities for management, will be presented in the inventory. Properties of conservation and recreation interest to be considered for protection in the next seven years may be presented in this section or in Section 7 Analysis of Needs.

Section 6 Community Vision –Discuss the process that was undertaken to establish goals and objectives for the community, and include a goal statement. A vision for land management on town-owned properties could also be explored in this section. A more detailed land management plan template could be included in the Appendices. Roles and responsibilities for monitoring, maintenance and enforcement will be part of management template.

Section 7 Analysis of Needs – This section provides a critical summary of existing conditions, challenges and opportunities, and bridges to the action plan. The narrative will include a summary of resource protection needs, community needs, management and budget needs, and potential change of use on town lands. Opportunities for public connections to other open space and recreational resources in neighboring communities will be presented.

A framework for a process and criteria to use in considering future and acquisitions, conservation restrictions/easements, for open space, trails and recreational activities will be presented.

Section 8 Goals and Objectives – Integrates the findings and analyses from the public outreach elements, OSRP update task force, and the 2010 OSRP goals and objectives to develop current goals and objectives.

Section 9 Action Plan – A detailed seven-year plan of actions to guide the community toward their goals for open space and recreation. Funding programs, potential partners, and other resources for implementing specific actions will be identified.

As noted in the RFP, review of other Town planning documents will be conducted at the start of the project, and information relevant to open space and recreation will be noted and incorporated in to the OSRP to ensure coordination across town planning and implementation initiatives.

Required Maps

Based on the RFP, it is understood that the Town of Medway will produce the required OSRP maps. CW will work closely with town staff to identify appropriate data layers and information presented in the maps to ensure they reflect the analysis, patterns, and conclusions presented within the plan narrative.

Required maps to be produced by town staff include:

- Regional Context
- Environmental Justice Populations
- Zoning
- Unique and Scenic Resources
- Soils and Geologic Features
- Water Resources
- Inventory of Lands of Conservation and Recreation Interest
- Action Plan Map

CW does have the capacity to utilize GIS data to produce the required maps, in support of town staff if needed. CW is also able to produce additional maps and/or information graphics as needed to illustrate important patterns and processes relevant to issues, needs, and recommendations made in the plan.

Public Outreach

The public outreach element of any community planning effort can be one of the most exciting components. Anne will work with the Task Force to develop a public survey and host three (3) community forums to better understand what aspects of Medway's open space and recreational resources are valued by residents, and what is needed to improve or enhance these places and services. The information gathered throughout all outreach components will be used to develop: Section 2B Planning Process and Public Participation, Section 6 Community Vision, Section 7 Analysis of Needs, Section 8 Goals and Objectives, and Section 9 Seven-Year Action Plan.

Community Forums

The community forums should be a series of events for gathering information and informing plan recommendations. The first forum could be a two-hour visioning session that walks participants through a series of small group exercises designed to identify the places, programs, and experiences that make Medway special and serve the community well, and identify any issues, problems, and management needs that need to be addressed to improve and enhance open space and recreation in Medway.

At the second forum, the results of the community survey would be presented, as well as draft goals and objectives for discussion. The second part of the meeting could involve breakout sessions where groups focus on a particular issue or place of importance and work through a series of questions to inform analysis and understanding, and possible recommendations. The breakout groups would present back to everyone with opportunity for others to comment.

The third forum could involve a focus group with some targeted landowners related to a part of town, specific issue, and/or type of resource. The forum could be used to gather information from these land owners about their use and management of the land, as well as offer some educational outreach, possibly from a featured guest speaker, about resources and strategies they could take advantage of. The location for this forum could be at a local conservation or recreation area, and refreshments would be served. The price proposal includes funds for printing and mailing an invitation, and refreshments.

Community Survey

A public survey will be designed based on the needs and issues relevant to Medway. Depending on the number of questions in the survey, either Survey Monkey or Google Forms will be the online service used. The survey would be advertised through email blasts from town offices, the local newspaper, local schools, community groups, and other networks available through the task force member's affiliations. Paper copies of the survey should be made available at town offices, the library, senior center, and any other locations residents without computer access could fill one out. All hard copy surveys will need to be entered into the online survey format by Medway staff and/or committee members to be included in the quantitative analysis of responses. Thus, this service is not included in Conservation Works' price quote.

No enhanced public outreach to Environmental Justice populations will be required by DCS since there are no mapped populations that meet these requirements based on the 2010 Census.

Coordination with OSRP Update Task Force

In addition to the public meetings, the proposal includes up to five (5) working meetings in Medway with the OSRP update task force to gather information, review draft chapters, and coordinate edits to mapping and any other components developed by Medway staff.

Although the task force (as presented in the RFP) will represent several boards and committees in Medway, CW will also conduct phone or in-person interviews with other town committee and board representatives to identify programs, policies, projects, and priorities that are relevant to the OSRP. This level of direct outreach often uncovers very useful information about activities some groups are undertaking that others aren't aware of, thereby providing an opportunity to coordinate these efforts allowing them to leverage each other and have a greater impact.

It is understood from the RFP that the Medway Planning and Economic Development Department will handle submittal of the draft OSRP to DCS for review and comment, seek public comment from local officials, and incorporate those comments into the final plan, thus these services are not included in this proposal.

ADA Self-Evaluation Report

All OSRPs must include an American's with Disability Act (ADA) self-evaluation of the community's conservation and recreation programs and properties. The requirements of the ADA Access Self-Evaluation are outlined in the Open Space Planner's Workbook published by DCS. Conservation Works is able to provide the following services toward this report:

1. Facility Inventory - Based on the list of facilities provided in the 2010 OSRP and on the Town website, there are 10-15 town owned open space and recreation facilities in Medway that will need to be assessed. The accessibility of trails on conservation land will not be assessed, nor will mapping of trails on town land. A separate inventory for each facility will be performed utilizing the facility inventory checklist provided in the Massachusetts Department of Conservation Services' *Open Space Planner's Workbook*.
2. Transition Plan - A limited Transition Plan will be provided that identifies physical obstacles to ADA compliance and necessary changes. The Town of Medway will be responsible for identifying a schedule for those changes and identifying the responsible party for the changes.

The Town of Medway will need to provide the following:

1. The State requires a person with disability or a person representing an organization representing the disabled community be present for the inventory. You would need to provide a person that meets this requirement to attend the site visits with us. A local Commission for the Disabled, or Council on Aging, might be able to provide such a person.
2. A signed letter from Medway's ADA Coordinator attesting to the fact that the town's employment practices are in compliance with the Americans with Disabilities Act.
3. Provide a copy of the town's Grievance Procedures.
4. Provide a copy of the town's notification documents and/or clauses stating that it does not discriminate based on disability.

CW partner Richard "Dick" O'Brien will assist Anne in conducting the site assessments. Dick leads CW's trail design and construction division and has extensive experience with ADA compliance for outdoor and indoor recreation facilities. His resume is attached. Anne and Dick conducted the 29-facility ADA assessment for the City of Chicopee's Parks and Recreation Department in 2015, and the 13-facility evaluation for the Town of Lincoln in 2016.

Timeline

The scope of services provided above can be accomplished in nine (9) months, beginning in mid-July 2017 through April 2018.

Price Proposal

A price proposal has been submitted in a separate sealed envelope.

Please contact Anne with any questions at (413) 824-1148 or anne@conservationworksllc.com.

Sincerely,

Anne Capra, Partner

MUNICIPAL OSRP REFERENCES
for Anne Capra

<p>Town of Lincoln Tom Gumbart, Director Conservation Department 16 Lincoln Road Lincoln, MA 01773 (781) 259-2612 gumbartt@lincolntown.org</p>	<p>Angela Kearney, Conservation Planner Conservation Department 16 Lincoln Road Lincoln, MA 01773 (781) 259-2612 kearneya@lincolntown.org</p>
<p>Town of Weston Michele Grzenda, Director Conservation Department P.O. Box 378 Weston, MA 02493 (781) 786-5067 Grzenda.m@westonmass.org</p>	<p>Emily Schadler, Conservation Coordinator Conservation Department P.O. Box 378 Weston, MA 02493 (781) 786-5067 Schadler.e@westonmass.org</p>
<p>City of Chicopee Lee Pouliot, Director Planning Department 274 Front Street Chicopee, MA 01013 (413) 594-1514 lpouliot@chicopeema.gov</p>	<p>Carolyn Porter, Superintendent Parks and Recreation Department 687 Front Street Chicopee, MA 01013 (413) 594-3481 cporter@chicopeema.gov</p>
<p>Town of Southwick Dennis Clark, Conservation Director 454 College Highway Southwick, MA 01077 (413) 569-6907 dclark@southwickma.net</p>	<p>Town of Ware Stuart Beckley, Town Administrator 126 Main Street Ware, MA 01082 (413) 967-9648 sbeckley@townofware.com</p>

Anne Capra



68 Plainfield Road
Ashfield, MA 01330

anne@conservationworksllc.com

(413) 824-1148 cell
(413) 628-4546 home

EXPERIENCE

Conservation Works, LLC, North Hatfield, MA
Partner

March 2014 - Present

Conservation planning firm involved with land negotiation, agricultural land protection, trail system design, construction and mapping, monitoring protected land and baseline documentation, open space planning, and landscape preservation.

The Conway School, Conway, MA
Distinguished Planning Teaching Fellow

January 2014 - Present

Oversight of student planning projects in intensive project-oriented graduate program emphasizing written, oral, and graphic presentation of ecological design and planning.

Pioneer Valley Planning Commission, Springfield, MA
Principal Planner
Senior Planner
Environmental Planner

September 2007 – October 2013
February 2001 – August 2007
October 2000 – January 2001

Responsible for project management, research, education and outreach, report writing, and grant writing in the areas of land use management and environmental protection with an emphasis on water quality restoration and protection. Responsible for coordination with local, state, and federal funding agencies. Projects include municipal source water protection planning, stormwater assessment and management, QAPP development, BMP design and construction oversight, open space planning, and brownfields assessment and cleanup oversight.

- **Land Use and Conservation Planning** Land conservation planning and stewardship including grant writing and administration for land protection projects, trail design and construction, monitoring Conservation Restrictions and developing Baseline Document Reports; Wetland Protection Act permitting review assistance for municipal Conservation Commissions; development of ten Open Space and Recreation Plans; Low Impact Development / Green Infrastructure bylaw development and local regulatory code review; implement Wild and Scenic Bylaws in five communities along the Westfield River.
- **Green Infrastructure and Stormwater Planning** Creation and administration of the Connecticut River Stormwater Committee – a coalition of 12 municipalities working cooperatively to implement a multimedia public education campaign entitled Think Blue MA to address NPDES Phase II; coordination of regional workshop series to address barriers to Green Infrastructure; development and implementation of Illicit Discharge Detection and Elimination Bylaw and Erosion and Sediment Control Bylaw; and stormwater outfall and BMP mapping. Development and implementation of Stormwater Utility for the City of Westfield.
- **Source Water Protection** Facilitation of the Barnes Aquifer Protection Advisory Committee (BAPAC) including Developments of Regional Impact reviews for local permits and MEPA and road salt

impact study coordination (2001-2011); Surface Water and Wellhead Protection Plan development for the communities of Chester, Cummington, Hatfield, Russell and Westfield; and, developed municipal water conservation plans for five communities.

- **Lake, Pond and River Restoration** Creation and management of the Connecticut River Bacteria Monitoring Project (2008-2013) to monitor water quality standards at recreational access sites, and development of web site for public access to information (www.ConnecticutRiver.us) Grant writing and project administration for three MA DEP Section 319 grants for the design and construction of stormwater infrastructure improvements on Congamond Lakes in Southwick, MA and Hamilton Reservoir in Holland, MA totaling \$1,030,380; MA DEP 604b grant writing, project administration and field surveys for Hamilton Reservoir watershed unpaved roads assessment in Holland, MA; watershed assessment study for Saw Mill River watershed in Wilbraham, MA; project administration and design and construction of 500' of shoreline restoration on Pequot Pond in Westfield, MA.
- **Brownfield Site Assessment and Cleanup** Administration of three U.S. EPA Petroleum/Hazardous Material Site Assessment Grants for Hampshire and Hampden counties; administration of U.S. EPA Brownfield Cleanup Grant for former automotive garage in Easthampton, MA; and, development of brownfield inventory for the cities of Springfield and Holyoke.

Capra Landscape Design, North Hatfield, MA

May 1995 - 2005

Landscape Designer

Residential landscape design, site planning, and installation specializing in native plant communities; native grass and wildflower meadow design and installation.

Cabbage Hill Farm Foundation, Mt. Kisco, NY

January 1994 – October 1998

Organic Vegetable Productions Manager

Managed organic hydroponic vegetable production in Tilapia aquaponics system including IPM monitoring, water quality sampling, research and development, and marketing and sales; cultivated and marketed NOFA certified organic salad greens, herbs, and flowers; developed and managed small-scale Community Supported Agriculture membership; and researched and restored meadow and wetland habitats.

Grafflin Elementary School, Chappaqua, NY

January 1998 – October 1998

Schoolyard Garden Program Consultant

Designed and taught K-5 Spring and Fall gardening curriculum based in ecology and soil science; trained parent volunteers to facilitate garden program.

EDUCATION

Master of Arts, Landscape Design	Conway School of Landscape Design, Conway, MA	June 2000
Bachelor of Arts, Environmental Studies	Ithaca College, Ithaca, NY	May 1993
Graduate Studies in Limnology	Western Connecticut State College, Danbury, CT	1995-1996

PROFESSIONAL CERTIFICATION

American Institute of Certified Planners (AICP)	November 2007
Massachusetts Certified Public Purchasing Official (MCPPO)	May 2008

**Anne Capra
Curriculum Vitae**

OPEN SPACE AND RECREATION

Municipal Open Space and Recreation Plans

Open Space and Recreation Plan, Town of Lincoln, 2016

Open Space and Recreation Plan, Town of Weston, 2015-2016 - Public outreach component

Open Space and Recreation Plan, City of Chicopee, 2015

Open Space and Recreation Plan, City of Easthampton, 2013

Open Space and Recreation Plan, Town of Ware, 2013

Open Space and Recreation Plan, Town of Southwick, 2012

Open Space and Recreation Plan, Town of Goshen, 2012

Open Space and Recreation Plan, Town of Ludlow, 2012

Open Space and Recreation Plan, Town of Williamsburg, 2011

Open Space and Recreation Plan, Town of Plainfield, January 2008

Open Space and Recreation Plan, Town of Russell, December 2007

Open Space and Recreation Plan, Town of Ware, 2007

Open Space and Recreation Plan, Town of Hatfield, February 2003

Open Space and Recreation Plan, Town of Conway, 2000

Regional Open Space and Recreation Plans

Connecticut River Recreation Management Plan, June 2005

For the communities of Agawam, Chicopee, Longmeadow, South Hadley, Springfield, and West Springfield

Westfield River Watershed Open Space and Recreation Plan, December 2003

DRINKING WATER PROTECTION

Municipal Water Conservation Plans

Water Conservation Plan, City of Westfield, June 2005

Water Conservation Plan, Town of West Springfield, June 2005

Water Conservation Plan, Town of Southwick, June 2005

Water Conservation Plan, Town of Southampton, June 2005

Water Conservation Plan, City of Easthampton, June 2005

Water Conservation Plan, Town of Agawam, June 2005

Municipal Source Water Protection Plans

The following Source Water Protection Plans were funded by MA DEP's Bureau of Resource Protection and EPA Region 1 and consisted of the following components:

- Created local surface water supply protection plan adhering to MassDEP Drinking Water Program standards;
- Created inventory of land ownership within the watershed and five year action plan for acquisition and/or control through conservation restrictions;
- Develop/amend Drinking Water Protection Bylaw, Water Ban Bylaw
- Development of public outreach programming and materials on best management practices for household hazardous waste disposal, water conservation, and land conservation strategies for private landowners;

Wellhead Protection Plan Cummington Municipal Wells, June 2004

Russell Wellhead Protection Plan: Town Center Well, Russell and Black Brook Reservoirs, and Strathmore Park Well, May 2003

Chester Source Water Protection Plan: Austin Brook Reservoir and Horn Pond, December 2002

Westfield Source Water Protection Plan: Granville Reservoir, May 2002

Hatfield Source Water Protection Plan: Running Gutter Brook Reservoir, April 2002

CONSERVATION PLANNING

Baseline Document Reports and Conservation Restriction Monitoring

Primary Author:

Chimney Hill Watershed Preservation Restriction Baseline Document Report, Massachusetts Department of Conservation and Recreation, July 2016

Twohey Watershed Preservation Restriction Baseline Document Report, Massachusetts Department of Conservation and Recreation, June 2016

Flag Rock Wildlife Conservation Easement Baseline Document Report, Massachusetts Department of Fish and Game, November 2015

Kessler-Marro Watershed Preservation Restriction Baseline Document Report, Massachusetts Department of Conservation and Recreation, October 2015

Baseline Document Report Whalley Park, Southwick, MA for Town of Southwick, September 2013

Kibbe Farm Conservation Restriction Monitoring Report, Hampden, MA for Minnechaug Land Trust, June 2013

Assisted with field data collection and report review:

Minnechaug Mountain Conservation Restriction Monitoring Report, Hampden, MA for Minnechaug Land Trust, February 7, 2013 (Molly Hale)

Kibbe Farm Conservation Restriction Monitoring Report, Blandford, MA for Winding River Land Conservancy, November 16, 2012 (Molly Hale)

Quinlan Forest Memorial Conservation Land Baseline Document Report, Monson, MA for Opacum Land Trust, November 20, 2012 (Pete Westover and Sarah LaCour)

WATER QUALITY PLANNING, ASSESSMENT AND RESTORATION

Congamond Lakes BMPs Phase III: Project #09-01/319, 2009-2012

- Design and construction of stormwater treatment and infiltration systems along five streets on North and Middle Ponds of the Congamond Lakes in Southwick, MA
- Conduct education and outreach campaign about organic land care practices to residential property owners within watershed
- Funded by MassDEP Section 319 Grant

Stormwater Management on Middle Pond of the Congamond Lakes Phase II: Project #05-11/319, 2006-2008

- Design and construction of stormwater treatment and infiltration systems in four subwatersheds to Middle Pond of the Congamond Lakes in Southwick, MA
- Provide technical assistance to property owners on erosion control and residential stormwater management techniques
- Funded by MassDEP Section 319 Grant

Stormwater Management on Middle Pond of the Congamond Lakes Phase I: Project #02-03/319, 2002-2005

- Design and construction detention basin and vegetated swale at major outfall to Middle Pond of the Congamond Lakes in Southwick, MA
- Provide technical assistance to property owners on erosion control and residential stormwater management techniques
- Funded by MassDEP Section 319 Grant

Saw Mill Stream Watershed Survey and Action Plan, Wilbraham, MA, January 2012

- Conducted shoreline survey and mapped cultural and natural features along the Saw Mill Stream
- Performed four rounds of water quality sampling at six locations
- Developed recommended actions to address assessment findings
- Funded by the Town of Wilbraham

Regional Stormwater Services: An Assessment of Opportunities in Hampshire and Hampden Counties, 2011

- Developed regional strategies for 22 Small Municipal Separate Storm Sewer Systems (MS4s) in Hampshire and Hampden counties to address the 2010 National Pollutant Discharge Elimination System (NPDES) Permit requirements
- Issued Invitation for Bid for Highway Department Services in three towns

Hamilton Reservoir Stormwater Restoration Project, 2008-2010

- Final design and construction oversight for structural BMPs at five locations
- Technical assistance to residential property owners to manage stormwater runoff and erosion
- Funding provided by MA DEP Section 319 Grant

Hamilton Reservoir Watershed Assessment, Project #2006-01/604, 2006-2007

- Performed shoreline surveys of tributaries in nine subwatersheds to Hamilton Reservoir
- Identified road jurisdiction and conducted unpaved roads assessment
- Subcontracted with engineering firm to develop BMP design schematics for five priority locations contributing pollutants to reservoir
- Developed grant application for construction of BMPs to MA DEP s319 Program (funded)
- Funding provided by MA DEP 604b Assessment Grant

Westfield River Five Year Watershed Action Plan, June 2006

- Developed detailed assessment of watershed conditions based on extensive literature review for water quantity and stream flow, water quality, habitat and fish passage, land use and open space, and recreation
- Developed watershed objectives and priority actions including six priority projects
- Funded by the Executive Office of Environmental Affairs

Nashawannuck Pond Restoration Project Phase II, Project # 01-09/319, June 2005

- Project management for design and construction of stormwater treatment BMPs at eight locations on pond and Broad Brook watershed
- Procurement of vacuuming system for maintenance
- Coordination of regional training for DPWs on emerging stormwater treatment technologies
- Funded by MA Department of Environmental Protection Section 319 Grant

Pequot Pond Restoration Project, November 2004

- Design and installation of a vegetated shoreline buffer to restore severe erosion and control Canada Geese
- Installation oversight for 20 youth-at-risk from the Department of Social Services' Center for Human Development
- Developed Illicit Connection Bylaws and Erosion and Sediment Control Bylaws for the City of Westfield and Town of Southampton
- Assisted Winding River Land Conservancy to acquire five parcels along pond shoreline and removal of a cottage and failing septic system
- Funded by MA Department of Conservation and Recreation Lake and Pond Demonstration Grant

Chicopee River Watershed Basin Assessment Project #1999-04/604, August 2000-June 2002

- Identification and GIS mapping of stormwater infrastructure
- Assessment of existing stormwater BMPs
- Creation of water quality monitoring database
- Review and assessment of local stormwater bylaws and ordinances
- Funded by MA Department of Environmental Protection 604b Grant

BROWNFIELDS

Pioneer Valley Regional Brownfield Plan, June 2013

National Association of Development Organizations (NADO) 2013 Innovation Award

Brownfields and Tax Title Properties Inventory Guidebook, December 2006

Richard (Dick) O'Brien



578 Merriam Avenue
Leominster, MA 01453

dobrien578@gmail.com

(978) 537-2377 cell

EXPERIENCE

Conservation Works, LLC

2011-Present

Partner

- Coordination of trail planning and construction; ADA Compliance
- Land management and stewardship planning
- Training of professional staff in trail planning, grant funding, and stewardship

The Trustees of Reservations, Leominster, MA

1984 - 2011

Operations Manager (2010 – 2011)

- Provided leadership and direction to field staff stewarding 40 properties (over 10,000 acres) in Central and Western Massachusetts
- Helped develop a 3-year Implementation Plan for Western Region prioritizing all programs and initiatives in line with The Trustees strategic plan
- Developed and implemented statewide policies and regulations relative to staff and visitor safety, property stewardship, capital purchases, and trails and signage

Regional Director (1996 – 2010)

- Provided sound budget and personnel management to the region
- Provided leadership to grow The Trustees' Central Region operations (17 properties, 2,300 acres, 5 full-time staff, and 9 seasonal)
- Brought to fruition a 25-year relationship with donor that led to permanent protection of the 170-acre Doyle Estate and the building of the gold-certified "green" Doyle Conservation Center
- Provided strong leadership and oversight of Tully Campground - a new revenue source, a new market for organization, and a new partnership with Army Corps of Engineers
- Provided vision, layout and construction assistance for the 22-mile Tully Trail loop including a 16-person hiking shelter
- Led effort to protect 3 additional reservations and add critical lands to existing reservations

Regional Supervisor (1989 – 1996)

- Provided leadership (training and supervision) to regional staff
- Directed exemplary stewardship efforts on 15 properties within the region
- Supervised operations at The Old Manse, a National Historic Register site, which included leading efforts to complete the comprehensive Interpretive Plan, re-establishing key elements (buildings and landscape features) of the historic landscape, and providing leadership in the fundraising efforts
- Led efforts to design and construct a universally accessible trail on Malcolm Preserve, Carlisle, MA

Regional Superintendent (1984 -1989)

- Provided sound fiscal oversight to the region
- Stewarded 11 reservations (1500 acres of diverse natural areas and designed landscapes)
- Established and maintained relationships with key donors, members and land owners
- Grew The Trustees' presence in Worcester County through outreach efforts designed to cultivate new members, volunteers and donors
- Developed 10-mile trail network, re-claimed 25 acres of overgrown pasture and meadows, and rebuilt 300 feet of stone walls and stone foundations for new, 365-acre property

Buck Hill Conservation Center, Spencer, MA

1979 -1984

Director

Performed all tasks necessary to develop and run a small conservation education facility, including educational program design and implementation, conservation exhibit design and development, equipment purchase, use, and maintenance, budget development and accountability, accounts payable and receivable, Buck Hill Board relations, volunteer recruitment and training, and engagement of the general public to advance the cause and mission of the Center.

EDUCATION

West Virginia University, Morgantown, WV

MS in Forestry

University of Massachusetts, Amherst, MA

BS in Forestry

OTHER SKILLS AND EXPERIENCE

- Open Space and Recreation Planning, City of Leominster Open Space Committee (1995-2015)
- Extensive work in developing & implementing property management plans
- Long history of monitoring Conservation and Agricultural Preservation Restrictions
- Over 35 years of experience in trail design, construction and maintenance
- Exemplary record in protecting natural and cultural resources on properties under my oversight
- Landscape construction and maintenance (experienced pruner)
- Excellent carpentry skills (rough framing and finish work)
- Skilled & certified in use of chainsaws, snow plows, tractors, chippers, brush mowers, and most other field equipment
- Experienced hike leader and program presenter

AGENDA

ITEM #3

Appointment Consideration – Board of Assessors – Carol Niedbala

Associated back up materials attached.

- Email from Carol Niedbala

Note: Vacancy created by resignation; term expiring 6/30/18.

Proposed motion:

I move that the Board appoint Ms. Niedbala to the Board of Assessors.

Donna Greenwood

From: Donna Greenwood
Sent: Monday, June 26, 2017 4:25 PM
To: 'Carol'
Subject: RE: Board position

Looking forward to working with you!

-----Original Message-----

From: Carol |
Sent: Monday, June 26, 2017 4:19 PM
To: Donna Greenwood
Subject: Board position

Hi Donna,

Thanks for inviting me to be on the Board of Assessors. I look forward to working with you and the other members.

Carol Niedbala

Sent from my iPad

AGENDA

ITEM #4

Appointment Consideration – EPFRAC, Youth Sports Representative (1) – Cheryl Richardson and Phil Fougere

Associated back up materials attached.

- Email from Phil Fougere

Note: Parks Commission Chair Paul Mahoney has indicated that Cheryl Richardson of Medway Youth Football is interested in the position. No related written materials are available for the packet, but will be submitted to you if received by the meeting on Monday.

Proposed motion:

I move that the Board appoint _____ to EPFRAC as the youth sports representative.

Allison Potter

From: Phil Fougere <pfougere@townofmedway.org>
Sent: Tuesday, June 27, 2017 9:30 AM
To: Allison Potter
Subject: Re: Evaluation of Parks, Fields and Recreational Areas Committee - Youth Sports Rep

Hi Allison,

My name is Phil Fougere. I am president of Medway Youth Softball (and have been so for the last 3 years) and am winding up my term (ending December 2018). Is this committee going to conclude its work by 12/2018? If so, I would perhaps be interested in serving the community and the youth sports teams in our town in such a capacity.

Thanks in advance.

Regards,

Phil

Phillip Fougere
12 High Street
Medway, MA 02053

On Tue, Jun 27, 2017 at 8:19 AM, Allison Potter <apotter@townofmedway.org> wrote:

Good morning,

The Town of Medway has an ad hoc steering committee created by the Board of Selectmen known as the Evaluation of Parks, Fields and Recreational Areas Committee (EPFRAC). EPFRAC is comprised of representatives from various boards and organizations that are stakeholders in special parks related projects done in town (e.g. the artificial turf fields at the High School and the pending parks improvements project impacting Choate Park, Oakland Park and the Middle School). The conceptual design for the aforementioned parks improvements project was approved this winter and EPFRAC is currently working with a design firm as it completes the design. The goal is to seek funding for the project's construction at the Fall Town Meeting in November.

The reason for this email to you is that, due to a resignation, EPFRAC is lacking a youth sports representative on the committee as it continues its work in this project. An individual associated with Medway Youth Football has expressed an interest and willingness to fill this role. However, we would like to ask if your youth sports organization has someone it would like the Board of Selectmen to consider for this appointment, which is anticipated to take place at its July 17 meeting. If so, please respond to me by July 10.

Additionally, if you have any questions about the committee and what it entails, I am happy to answer them. The full committee representation is listed below. I appreciate your time.

Sincerely,

Allison Potter

EPFRAC Representation

Youth Sports
Board of Selectmen
Open Space
High School & Middle School
Parks & Recreation Commission
Community Preservation Committee
Conservation Commission
Historical Commission
Finance Committee
Friends of Choate Park

Allison Potter

Assistant Town Administrator

Town of Medway

508.533.3264 (p)

508.321.4988 (f)

AGENDA

ITEM #5

Appointment Consideration – Agricultural Committee (2) – Michael Kassel and Alison Dempsey

Associated back up materials attached.

- Michael Kassel résumé
- Alison Dempsey letter of interest and résumé

Note: The candidates have attended Agricultural Committee meetings and the Agricultural Committee has voted unanimously to recommend both candidates for appointment.

Proposed motion:

I move that the Board appoint Mr. Kassel and Ms. Dempsey to the Agricultural Committee for three year terms.

Summary:

Technically proficient, solutions-oriented, creative Product Owner/Analyst with solid leadership skills and extensive experience in designing custom applications. Strategic thinker with specific focus on requirements gathering, detailed documentation, scope management, and system design. Hands-on facilitative team leader with a proven track record of bridging the gap between technology and business. Recognized for team-oriented approach and ability to adapt well to changing environments and evolving projects.

Skill Summary:

Certified Scrum Product Owner, Agile, Mobile, ATDD, Responsive Web Design, REST, SQL, HTML, XML, JSON, Postman, SoapUI, Visio, Selenium, SharePoint, Confluence, JIRA, Word, Excel, PowerPoint

Experience:

Fidelity Investments, Pyramis Global Advisors
Product Owner/Principal Systems Analyst

11/2012-present

Responsibilities:

- Lead systems analyst and product owner for Pyramis Sales & Marketing and customer-facing web technology.
- Own the product roadmap and future state vision.
- Engage key business stakeholders across the organization to prioritize and manage the product backlog based on business value, risk, and complexity.
- Collaborate with architecture and engineering to insure best practices and technology roadmaps are considered.
- Create and decompose user stories to insure they provide business value with enough detail so they can be estimated and planned.
- Design and document end-to-end system requirements including front end, middleware business services, APIs and data storage.
- Evaluate and define integration with Salesforce.com and other 3rd Party APIs
- Write acceptance tests to support Acceptance Test Driven Development (ATDD) based on user stories, use cases, and business requirements.

Accomplishments:

- Facilitate requirements gathering workshops with business partners and Agile team including personas, product vision, and Minimum Viable Product.
- Sole analyst on multi-year key initiative to replace the Pyramis legacy Secure Client Website.
- Member of the Agile Enablement Team to support and foster Agile best practices across the organization.

Fidelity Investments, Fidelity Financial Advisor Solutions (FFAS)

Principal Systems Analyst

7/2010-11/2012

Senior Systems Analyst

11/2006-7/2010

Responsibilities:

- Lead systems analyst on multiple and simultaneous Agile projects to implement key business functionalities on advisor.fidelity.com and the Advisor Mobile Marketing iPad application.
- Facilitated requirements gathering with business partners and architecture team.
- Negotiated and manage scope changes to insure project milestones are met.
- Created current and future state process flows and use cases for business, QA, and developer audiences.
- Designed and documented end to end system requirements.
- Participated in planning and estimation sessions as a Subject Matter Expert for multiple systems.
- Collaborated with the Agile coach, business and application owners to insure stories are appropriately managed and that release dependencies are known.
- Mentored junior analysts and technology team members with regard to application functionality and design.
- Key resource for providing highly detailed data from large relational databases to business partners, QA, and development to demonstrate the scope or impact of the business requirement or to aid in testing.
- Participated in test writing and test execution to insure high quality deliverable.

Accomplishments:

- Implemented ATDD within technology group which reduced defects by 25% and provided business partners a clear understanding of the deliverable.
- Sole analyst on legacy system rewrite. New batch processing system processes over \$1.4B in gross dollars and over 4.5 million transactions annually.
- Acted as extended architect in project review forums to insure system impacts are considered.

SunGard Insurance Systems
Business Systems Analyst

5/2006-11/2006

Responsibilities:

- Translated client business requirements into a logical design that met the client's needs and conformed to internal architecture.
- Utilized understanding of the core business functionality in various financial sub-systems to integrate new client requirements.

Accomplishments:

- Led walkthroughs of completed specifications with representatives from all interested areas to ensure completeness of design.
- Consulted with clients, managers, development and QA staff to complete high-level estimates and designs.
- Provided support and advice to internal teams during development and implementation phases.
- Designed XML Request managers to support web service models.

NaviNet (formerly NaviMedix)

2003-4/2006

Business Systems Analyst/ Integration Analyst

Responsibilities:

- Primary customer interface to develop solutions that meet the needs of each business case.
- Led rapid, prototype-based, requirement gathering and validated conceptual designs with clients and the end-user community (JAD sessions).
- Wrote detailed functional specifications, used by technical and non-technical readers, that describe transaction functionality, browser-based end-user interfaces, data integration, and business-rules.
- Served as a customer liaison during the development and testing processes.
- Assisted QA with integration, test-cycle delivery, and bug resolution.

Accomplishments:

- Led interactive design sessions with the client to insure full understanding of system capabilities and share ideas in an open environment.
- Provided technical and subject matter leadership to internal and external customers.
- Created prototypes and design workflows for concept design discussions.
- Managed the customer integration and User Acceptance testing efforts.

HealthGate Data Corp.

2000-2003

Project Manager

- Collaborated with clients to develop Statements of Work and coordinate Development and QA efforts.
- Managed relationships with strategic partners to insure understanding of product capabilities
- Fostered working relationships with key clients accounting for \$4.1 million in revenue.
- Managed software development efforts for electronic publisher, including creation and implementation of project charters, requirements, schedules, budgets, and specifications.

VADUS, INC (Medical Device Start-up)

1999-2000

Manager, Research and Development

- Developed and managed supplier relationships and business development efforts.
- Implemented product improvements based on market research and feedback from customers and distributors.
- Streamlined processes and increased productivity in manufacturing environment.
- Managed and executed research and development projects quickly and under severe budget constraints.

Applied Value Corporation

1998-1999

Consultant, Operations Management

- Developed assembly process and architecture models to increase efficiency and profitability.
- Conducted client interviews to gain a thorough understanding of operating procedures.
- Researched and deployed manufacturing best practices across all platforms for Big 3 auto manufacturer.

Ricardo, Inc.

1996-1998

Project Engineer

- Provided a range of engineering consulting to automotive, diesel, and small engine OEMs and suppliers.
- Managed financial and technical aspects of projects by organizing and presenting project research, conclusions, and recommendations to executive engineers and senior management at client companies.
- Selected for two-month management assignment at European headquarters


Education:

Vanderbilt University, School of Engineering, Nashville, TN
Bachelor of Engineering, Mechanical Engineering

To whom this may concern,

I am writing to express my interest in joining the town of Medway's Agricultural Committee. I am a Medway resident with a keen passion for the integrity and value of Medway's rural character. I currently hold the position as Education Coordinator for the Medway Community Farm and am an active member of the Norfolk Beekeepers Association. I hope to serve the community of Medway to the best of my capabilities. Thank you for your time reviewing my request, attached you will find my most current resume.

Best Regards,
Alison Dempsey

A handwritten signature in cursive script that reads "Alison Dempsey". The signature is fluid and extends to the right with a long, sweeping tail.

6-15-2017

Alison J. Dempsey

67 Holliston Street
Medway, MA 02053

PROFILE

Alison J Dempsey, Medway resident, farmer of personal land, organic gardener, certified preschool & pre-kindergarten teacher , kindergarten coordinator, site coordinator, director level one & two certified, animal Rights activist, Woodside Montessori Parent Board Co-Vice President, Chairman of Woodside Montessori Academy Building and Grounds Committee, Norfolk County Beekeepers member.

EXPERIENCE

Education Coordinator Medway Community Farm Medway, MA 2017-present

Lead and coordination of farm-based education programs, outreach and local partnerships. Working with the farm staff and board of Directors to enhance the educational value of the farm and rural community of Medway

Site Coordinator Tobin Afterschool Needham, MA 2009-2010

Management and Coordination of staff, transportation buses and enrolled children schedules attending Tobin Afterschool. Coordination of transportation and attendance of students entering the program after dismissal from Needham public schools and St. Joseph Catholic School. Developed and implementation of curriculum for children K-8 . Worked collaboratively with public schools and families to enhance students time spent outside through enrichment programs, one location being Hale reservation in Westwood.

Lead Preschool/Pre-Kindergarten Teacher Salmon Center for Early Education, Natick, MA 2008-2010

Promoted educational interest and needs of 20 children in the Pre-Kindergarten classroom. Worked with assistant teachers and educators to develop engaging curriculum and activities for the students in a Pre-K classroom environment. Worked with local garden center/ nursery owner in Natick implementing a cooperative relationship between the students and there environment through planting and harvesting .

Kindergarten Coordinator/Site Coordinator Tobin Schools, Natick, South Natick, Sudbury, Needham, MA 1997-2006

Worked with school-aged children in various school districts and locations. Specialized in Pre-K and Kindergarten curriculum, community outreach program development.

Farm stand Assistant Lookout Farm, Natick, MA 1995-1998

Worked with farmers, vendors, farm equipment, farm animals and organic produce grown on site.

Alison J. Dempsey

Homestead Farm development on personal property, Medway, MA 2012-Present
Developed a self sustaining "homestead" including production of organic produce, eggs, honey and compost. Planted a large organic garden bed, cleared one acre of land for further use. Constructed two hen houses, acquired a flock of laying hens for eggs and organic pest/bug removal.

EDUCATION

Natick High School 1995-1999

Framingham State University 1999-2001

MassBay Community College 2001-2010 (part time)

Norfolk County Beekeepers Association Bee school 2015-2016

Lead Preschool/Pre-K teaching certificate MA

Director level 1 certification MassBay Community College

Director level 2 certification MassBay Community College

SKILLS

Curriculum development, organization and supervision children K-8, beekeeper, pollinator advocate, gardener, farmer, native plants species identification, maintaining budget and growth of family business Dempsey Plumbing and Heating, general understanding of nonprofit fundraising practices and regulations, computer skills, invoice preparation, budget management and fund allocation experience. Understanding of homeopathic medicine and natural remedies, basswood wreath and natural material crafting, equestrian with focus in hunter jumper english saddle, humane society supporter, hiker, forager.

AGENDA ITEM #6

Appointment Consideration – Historical Commission – Cher Hamilton

Associated back up materials attached.

- Email from Jeanne Johnson, Historical Commission Chair
- Letter of interest from Cher Hamilton

Note: There are currently two vacancies on the commission.

Proposed motion:

I move that the Board appoint Ms. Hamilton to the Historical Commission for a three-year term.

Allison Potter

From: J Johnson
Sent: Friday, July 07, 2017 10:56 PM
To: Allison Potter
Subject: Re: Cher Hamilton

Hi, Allison,

Yes, we would very much like to have Cher be appointed to the Historical Commission. She has already been doing research at the library for us on the historical houses in Rabbit Hill Nat'l Historic District.

Thank you.

Jeanne J.

From: Allison Potter <apotter@townofmedwav.org>
To: Jeanne Johnson
Sent: Friday, July 7, 2017 7:27 AM
Subject: Cher Hamilton

Hi Jeanne,

We have received an email from Cher Hamilton expressing interest in being appointed to the Historical Commission. Does the Historical Commission have a recommendation as to her candidacy? I'd like to schedule the appointment consideration for the July 17 Selectmen's meeting.

Thanks,

Allison

Allison Potter
Assistant Town Administrator
Town of Medway
508.533.3264 (p)
508.321.4988 (f)

Allison Potter

From: Cher ·
Sent: Friday, July 07, 2017 12:55 PM
To: Allison Potter
Subject: Letter of Interest -Historical Commission.

To: Medway Board of Selectman

Re: Letter of Interest for appointment to Medway Historical Commission

Thank you for your consideration of my request for appointment to the Historical Commission. My name is Cher Hamilton and I have lived in Medway for one year. I lived previously in Framingham for 4 years after moving to MA from southern CA where I am from originally. I am not currently employed but very gratefully devote my time to my family, home and various volunteer commitments. My employment background is in Purchasing/Planning and I was last employed as a Senior Buyer for a large cosmetics company in CA.

I am currently a member of the Medway Historic Society, MEPTO, and conduct town history research projects for both the Commission and Society. I also currently serve as a board member at Plymouth Church in Framingham on the Open and Affirming council for LGBTQI inclusion. I continue to also support the Framingham Historic Society by attend its events and fundraisers.

I became very interested in the history of Medway after purchasing the E.F. Pond/Ollendorff house (121 Main St) last summer and have continued to research its long history (circa 1852). Through this research I became involved with the Society and more recently the Commission. I feel that I have a passion for history and I truly enjoy being able to serve the Historical Society, Commission and town this way.

I hope that you will consider me for appointment to the Commission and I greatly appreciate your time.

Thank you,
Cher Hamilton

AGENDA

ITEM #7

**Appointment Consideration –
Zoning Board of Appeals (2) – Rori
Stumpf and Bridgette Lex Kelly**

Associated back up materials attached.

- **Email from Community and Economic Development Director**

Proposed motion:

I move that the Board appoint Mr. Stumpf and Ms. Kelly as full members on the Zoning Board of Appeals.

Allison Potter

From: Stephanie Mercandetti
Sent: Thursday, July 06, 2017 10:53 AM
To: Allison Potter
Cc: Lindsey Rockwood; Michael Boynton; Mackenzie Leahy
Subject: Zoning Board of Appeals

Allison,

As of June 30th, two regular members, David Cole and William Kennedy, of the ZBA had their terms expire and chose not to renew. The five-member board now has three regular members and two associate members. The ZBA requests and enthusiastically recommends that the Board of Selectmen appoint the present two associate members, Rori Stumpf and Bridgette Lex Kelly, as regular members of the board. Is there anything else from us that you need for this request? Please let me know.

Thank you,
Stephanie

Stephanie A. Mercandetti
Director, Community & Economic Development
Town of Medway
155 Village Street
Medway, MA 02053
Ph: (508) 321.4918
Email: smercandetti@townofmedway.org

AGENDA

ITEM #8

Discussion – Medway Cultural Council

No associated back up materials.

Note: Carla Cataldo, Chair, will attend. There are currently a number of vacancies on the council.

AGENDA

ITEM #9

Annual Committee Appointments

Associated back up materials attached.

- List of incumbents seeking reappointment
- Attendance records received as of 7/14/17:
 - Affordable Housing, Agricultural Committee, Board of Assessors, Cable Advisory Committee, Conservation Commission, Council on Aging, Thayer Governance Com.

Note: Christmas Parade Committee attendance could not be provided in time for meeting, but will be provided next week - email from record keeper noted, however, the only frequently absent member is Scott Guyette; Email from EPFRAC Historical Commission rep states he is not interested in reappointment to EPFRAC – also has not attended any EPFRAC meetings; Medway Pride Day Committee has only one appointed member, so it cannot technically meet.

Proposed motion:

I move that the Board appoint the incumbent board and committee members as listed in the background materials.

Board or Committee	Name	Action Needed
Affordable Housing Committee	Judi LaPan Michael Leone John Parlee Susan Rorke Alison Slack	Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term Reappoint for a 2 year term
Agricultural Committee	Margaret Perkins	Reappoint for a 3 year term
Board of Assessors	Lindsay Tosca	Reappoint for a 3 year term
Board of Registrars	Christine Lorenzen	Reappoint for a 3 year term
Cable Advisory Committee	John Foresto Shelley Wieler Richard Boucher Robert O'Neill Glenn Trindade	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Capital Improvement Planning Committee	Kelly O'Rourke	Reappoint for a 4 year term
Cemetery Commission	Jeanne Johnson Bruce Hamblin	Reappoint for a 1 year term Reappoint for a 1 year term
Christmas Parade Committee	Scott Guyette Allen Tingley Richard Parrella	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Community Preservation Committee	Jim Wieler	Reappoint for a 3 year term
Conservation Commission	Ken McKay	Reappoint for a 3 year term
Council on Aging	Nanette Glenny Siri Krishna Khalsa Charlene Saunders Francis Saunders Marylou Staples	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Evaluation of Parks, Fields & Recreation Areas Committee	Richard D'Innocenzo Michael Francis Robert Pearl Paul Mahoney David Travalini (alt) David Blackwell Michael Schrader Ellen Hillery (alt) Cathy Morgan Kari Macleod (alt)	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Historical Commission	Paul Russell	Reappoint for a 1 year term
Memorial Committee	Douglas Downing John Larney Michael Matondi Richard Parrella Robert Saleski Francis Saunders Paul Trufant Allen Tingley	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Medway Pride Day Committee	Sarah Stone	Reappoint for a 1 year term
Thayer Governance Committee	John Foresto Dennis Crowley Carl Rice	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term

		7/7/2016	8/4/2016	9/1/2016	10/6/2016	11/3/2016	12/1/2016	1/5/2017	2/2/2017	3/2/2017	5/4/2017	5/23/2017	6/15/2017	#Present/12
TRUSTEES	Ann Sherry													12/12
	Jack Maguire													12/12
	Glen Trindade	■		■						■				9/12
TRUSTEES & MEMBERS	Judi LaPan		■				■		■	■				8/12
	John Parlee										■			11/12
COMMITTEE MEMBERS	Bob Ferrari	■	■											10/12
	Mike Leone						■	■	■				■	7/12
	Sue Rorke											■		11/12
	Alsion Slack		■	■	■	■						■	■	6/12
	Teresa O'Brien	■	■	■	■	■	■					■	■	4/12

Agricultural Commission Attendance:

7/20/16: Paul Atwood, Margaret Perkins
8/24/16: Paul Atwood, Margaret Perkins, Bruce Hamblin
9/14/16: Paul Atwood, Margaret Perkins
10/26/16: Paul Atwood, Margaret Perkins, Bruce Hamblin
12/14/16: Paul Atwood, Margaret Perkins
1/25/17: Paul Atwood, Margaret Perkins
3/8/17: Paul Atwood, Margaret Perkins
4/12/17: Paul Atwood, Margaret Perkins, Bruce Hamblin
5/17/17: Paul Atwood, Margaret Perkins, Bruce Hamblin
6/21/17: Paul Atwood, Margaret Perkins

Board of Assessors - Meeting Attendance

DATE	PRESENT
5/24/2017	KATHRYN, LINDIE, CRISTINA
5/2/2017	KATHRYN, LINDIE, CRISTINA
3/22/2017	KATHRYN, CRISTINA
2/27/2017	KATHRYN, LINDSIE
1/23/2017	KATHRYN, LINDSIE
7/3/2016	KATHRYN, CRISTINA
10/3/2016	CRSSITNA, KATHRYN
10/27/2016	KATHRYN, LINDSIE, CRISTINA
11/21/2016	KATHRYN, CRISTINA
12/5/2016	KATHRYN, LINDSIE, CRISTINA

DONNA AT ALL THE ABOVE

*

Cable Advisory Committee

Attendance, Fiscal Year 2017

Members	11/3/16	3/13/17	4/10/17
Richard Boucher	X	No quorum	X
John Foresto	X	No quorum	X
Glenn Trindade	X	No quorum	
Shelley Wieler	X	No quorum	X
Robert O'Neill	X	No quorum	

**Conservation
Commission**

FY 17 Attendance

	13-Jul	28-Jul	11-Aug	25-Aug	8-Sep	22-Sep	8-Oct	13-Oct	Oct 27 -spe	10-Nov	30-Nov	8-Dec
David T	x	x	x	x	x	x	x	x	x	x	x	x
Ken M	x	x		x	x	x	x	x	x	x		x
Brian Snow	x	x	x	x	x	x	x	x	x	x		
Scott S	x	x	x		x	x	x	x	x	x		
David B	x	x		x	x		x	x	x	x	x	x
Dayna Gill	appointed on Dec 19, 2016											
Margery Queenan	appointed on March 20, 2017											

**Conservation
Commission**

FY 17 Attendance

	12-Jan	26-Jan feb 9 canceled	23-Feb	9-Mar	23-Mar	13-Apr	27-Apr	11-May	25-May	8-Jun	22-Jun
David T	x	x	x	x	x	x	x	x	x	x	x
Ken M	x	x	x	x	x	x	x	x	x	x	x
Brian Snow	x	x	x	x	x	x	x	x	x	x	x
Scott S	x	x	x	x	x	x	x	x	x	x	x
David B	x	x	x	x	x	x	x	x	x	x	x
Dayna Gill	x	x	x	x	x	x	x	x	x	x	x
Margery Queenan				x	x	x	x	Maternity leave	x	x	x

NAME	ROLE	8/10/2016	9/13/2016	10/11/2016	11/1/2016	12/13/2016
Courtney Riley	Director	X	X	X	X	X
Mary Lou Staples	Chairperson	X	X	X	X	X
Judy Lane	Secretary	X	X	X	X	X
Vonnie Clark	Vice Chair	EXCUSED ABSENCES	X	X	X	X
Mary Anderson	Member	X	X	X	X	X
Nanette Glenny	Member	X	X	X	X	X
Frank Saunders	Member	X	X	X	EXCUSED ABSENCES	X
Grace Rossetti	Member	X	X	X	X	X
Charlene Saunders	Member	X	X	X	EXCUSED ABSENCES	X
William Caton	Member	NOT ON BOARD YET	X	X	X	X
Siri Krishna Khalsa	Member	EXCUSED ABSENCES	X	X	X	EXCUSED ABSENCE
Paul DeSimone	Member	X	X	X	EXCUSED ABSENCES	X

1/10/2017	2/14/2017	SNOW DAY IN MARCH	4/11/2017	5/9/2017	6/12/2017
X	X	N/A	X	X	X
X	X	N/A	X	X	X
EXCUSED ABSENCES	X	N/A	X	EXCUSED ABSENCES	X
X	X	N/A	X	X	X
X	IN FLA.	N/A	IN FLA.	IN FLA.	X
X	X	N/A	X	X	EXCUSED ABSENCES
X	X	N/A	X	X	X
X	X	N/A	X	X	X
X	X	N/A	X	X	X
X	X	N/A	X	EXCUSED ABSENCES	X
X	X	N/A	X	X	X
X	EXCUSED ABSENCES	N/A	X	EXCUSED ABSENCES	X

Thayer Governance Committee

Attendance, Fiscal Year 2017

Members	3/3/17
John Foresto	X
Dennis Crowley	X
Carl Rice	X

AGENDA ITEM #10

One-Day Liquor License Applications

- a. Pierre Cote and Laura Barone – 8/19/17
- b. Leah Crisostamo and Jamie Rossetti – 9/9/17

Associated back up materials attached.

- Cote/Barone application and Police Chief's recommendation
- Crisostamo/Rossetti application and Police Chief's recommendation

Proposed motion:

I move that the Board approve one-day liquor licenses for the requested events, subject to the Police Chief's recommended conditions and evidence of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol [X] Wine and Malt []

Event [Wedding Celebration] Event Date [August 19, 2017]

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

Name of Organization/Applicant [Pierre Cote / Laura Barone]

Address [52 Forest ST Upton, MA 01568]

Phone [] Email []

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

Is event open to the general public? Y [] N [X] Estimated attendance [135]

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

How, where and by whom will ID's be checked? [2 licensed/certified bartenders provided by licensed caterer]

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

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

Does the applicant have knowledge of State liquor laws? Yes N (CATERER)

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 [Signature] Date of Application _____

Applicant's Name Pierre J. Cote

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 _____

Note:

We have rented a bus to transport our guests from Milford Doubletree and back.



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

July 12, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for the Cote/Barone wedding reception scheduled for August 19, 2017 at the Thayer House.

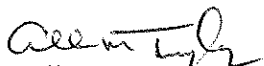
I approve of the issuing of the permits with the following condition.

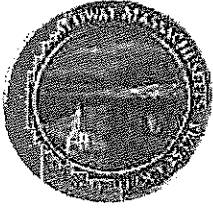
There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer, wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by TIPS certified bartenders from the catering service

I would also recommend the hiring of one four hour detail officer for this event to assist with traffic movement and parking of motor vehicles for this event. It was reported in the application that up to 135 guests could be attending this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol [X] Wine and Malt []

Event Wedding

Name of Organization/Applicant Leah Crisostamo + Jamie Rossetti

Address 19 Julian Lane, Milford, MA 01757

FID#

Phone Fax () Email

Non-Profit Organization Y [] N [X]

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 9/9/2017

Event Hours (No later than 1:00 AM; Last call 12:30 AM) (Hours to be dictated by the Thayer Homestead policies)

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

Estimated attendance 120-130 people

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

Minimum age allowed:

How, where and by whom will ID's be checked? We will be hiring bartenders from Simply Serving II. They will check ID's at the bar.

Is there a charge for the beverages? Y N

Price structure:

Host pays cost of alcohol.

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

TBD - will provide at later date for specific employees

Provisions for Security, Detail Officer N/A

from Simply Serving

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

Experience I have my own Tips Certification also and bartend similar events

The following may be required:

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

Date of Application 6/30/16

Applicant's Signature [Signature]

Applicant's Name Leah Crisostamo + Jamie Rossetti

Address 19 Julian Lane, Milford, MA

Phone _____ Fax () _____ Email _____

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

Police Department _____
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

July 12, 2017

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the application for the ^{one} day liquor license request for the Crisostamo/Rossetti wedding reception scheduled for September 9, 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 alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by TIPS certified bartenders from Simply Serving.

I would also recommend the hiring of one four hour detail officer for this event to assist with traffic movement and parking of motor vehicles for this event. It was reported in the application that up to 130 guests could be attending this event.

Respectfully Submitted


Allen M. Tingley
Chief of Police

AGENDA ITEM #11

Action Items from Previous Meeting

Associated back up materials attached.

- Action Item list dated 7/5/17

	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	Revel. Authority	
8	5/1/2017	Ch. 90 funds expenditure policy (roads & sidewalks)	TA/BOS	
9	5/30/2017	OPEB trust management	Finance Director	
10	IWRMP Task Force Mtg	Unaccounted for water loss status	DPS	

AGENDA

ITEM #12

Approval of Minutes

Associated back up materials attached.

- 3/20/17 draft minutes

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Board of Selectmen's Meeting
March 20, 2017 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Dennis Crowley, Member; John Foresto, Member.

Absent: Richard D'Innocenzo, Clerk.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector; Mary Becotte, Communications Director; Susy Affleck-Childs, Planning and Economic Development Coordinator; Stephanie Mercandetti, Community Development Director; David D'Amico, Director, Department of Public Services; Barry Smith, Deputy Director; Department of Public Services.

Others Present: Andy Rodenhiser, Chair; Planning and Economic Development Board; Water and Sewer Commissioners: Leo O'Rourke, Chair; Robert Wilson, Member; Francis E. (Ted) Kenney, Member.

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

Public Comments: None.

Fiscal Year 2016 Audit Presentation – Melanson & Heath; Quarterly Investment Report and Tax Title Informational Discussion:

The Board reviewed the following information: (1) FY16 Audit Materials; and (2) Update from Finance Director on Accounts Receivable and Tax Title Process (at meeting).

Present: Jen Reddington, Melanson and Heath; Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

Ms. Reddington introduced herself, noting that Melanson and Heath have been auditors for the Town for 12 years. She began her review by drawing the Board's attention to page 4 of the report which is the management discussion, a narrative that puts the numbers of the audit into words.

Chairman Trindade noted that there is no management letter. Ms. Reddington responded there would be if there were areas of concern, and the Town's financial position and processes have gotten a lot better over the years. This year there is only a side letter which addresses future procedures. In response to a question from Selectman Crowley, she reviewed the Financial Highlights, noting that the bullets can be either positive or negative. Additionally, she explained that the outflow reflects predominantly changes in the receivables.

Continuing with the review, she covered the Town's net position, enterprise funds, net pension and OPEB. Ms. Reddington stated that a couple of GASB reports will be included in the Town's books next year which will show increased figures, specifically, \$36 million instead of \$23 million. Brief discussion followed on the general fund and stabilization funds, use of free cash and trust funds.

1
2 Ms. Reddington summarized that the Town is doing great. Things were perfect when the auditors came
3 in and the audit went smoothly. She added that they try to look at different things each year so that all
4 aspects are reviewed.

5
6 Selectman Foresto asked the Town Administrator to post the report on the Town website. Mr. Boynton
7 credited the successful audit to Ms. Pratt and all the financial staff in the Accounting Department and
8 Treasurer/Collector office.

9
10 Selectman Crowley stated that the Town wants to be able to use the money in the Operational Reserve
11 (Stabilization) but if it is used, does the amount have to be made up somewhere else to avoid a hit on the
12 town's credit rating. Ms. Reddington responded that the auditors look more closely at the unassigned
13 funds and that particular stabilization fund is included in the assigned funds. Mr. Pratt would be able to
14 provide a more detailed breakdown on the stabilization funds.

15
16 Quarterly Report

17 At this time, Ms. Russo came to the table. Ms. Pratt explained that this update will be prepared every
18 year.

19
20 Referring to the tax collection/title process, Ms. Russo briefly described the process on collecting back
21 taxes which includes several mailings to property owners. The Town does not want to put people in tax
22 title if it can be avoided, and payment plans can be set up if necessary. The Town wants to work with
23 property owners to resolve their tax issues. The last resort is putting a lien on the parcel which prevents
24 clear title to the property should the owner attempt to sell it. Ms. Pratt added that a foreclosure process
25 takes about 36 months, and we always hope that the payments will be made or a payment plan initiated.

26
27 Ms. Russo stated that she would like to engage with a company who will, in effect, purchase a bundle of
28 our tax title properties when they come up for auction and then assume the collection process. We would
29 get the full amount owed the Town if it is collected. They make their money on the eventual sale of the
30 property, which is hopefully more than they paid the Town for the taxes.

31
32 Selectman Crowley stated he would prefer the company come in and talk to the Board. Board members
33 concurred.

34
35 **Discussion with Board of Water/Sewer Commissioners – Fiscal Year 2018 Budget:**

36 *The Board reviewed the following information: (1) Associated Warrant Articles; (2) Water Rate Analysis,*
37 *Scenarios 1-3; and (3) Sewer Rate Analysis, Scenarios 1-3.*

38
39 Present: David D'Amico, Director, Department of Public Services; Barry Smith, Deputy Director,
40 Department of Public Services; Water and Sewer Commissioners: Leo O'Rourke, Chair; Robert Wilson,
41 Member; Francis E. (Ted) Kenney, Member.

42
43 At 7:47 PM Mr. O'Rourke made a motion to convene a meeting of the Water and Sewer Commissioners.
44 Motion was seconded and unanimously voted 3-0-0.

45
46 Mr. O'Rourke clarified that they will maintain \$500,000 in retained earnings for Water. Mr. D'Amico
47 stated that the final numbers will be available by Town Meeting. He spoke briefly on two wells that will
48 need attention. Oakland Well has iron problems that will need to be dealt with as there are complaints
49 about brown water from time to time. He suggested the idea of a well field with smaller wells that could
50 be managed a little easier.

1
2 Chairman Trindade stated the residents are concerned about chlorine in the water, noting that his own
3 experience is to let the water run for a few seconds, otherwise he too smells the chlorine. What are we
4 doing about it? Mr. D'Amico responded that the DEP instituted chlorination in our systems a few years
5 when the Highland Tank was a problem. We have requested that it (the restriction) be removed, but they
6 have not allowed it. The EPA has changed the lower limits for chloroforms in the water, i.e., e-coli.
7 Brief discussion followed on bacteria, where it hides from the chlorine, and how it builds up. Chlorine
8 will continue to be in the water but we watch it. Depending on where a home is located along the line,
9 some homes will receive more chlorine smell than others. Selectman Foresto noted that his house is at
10 the end of the line and his water is fine. Mr. D'Amico confirmed that running the water for 30 seconds
11 will clear the line of built-up chlorine.

12
13 Referring to the FY18 budget, Selectman Foresto asked why it is assumed that consumption will be
14 down. Mr. D'Amico confirmed that usage was down by 1%. Projected increases in scenario 2 (the one
15 W&S prefer) reflects an approximate increase each year of around \$5.

16
17 Selectman Crowley expressed concern that \$500,000 retained earnings benchmark is too low, based on
18 consultant recommendations, adding that it should be around \$800,000. Mr. D'Amico responded that the
19 reports present recommended ranges rather than specific amounts. General discussion followed on the use
20 of retained earnings to keep rates down, purchase equipment, or provide emergency maintenance. Mr.
21 Boynton theorized that there are going to be necessary repairs or maintenance on water lines as they
22 continue to age. He suggested building an equipment line item into the Enterprise Fund base. Mr.
23 D'Amico pointed out that the scenarios include the five-year capital plan numbers. Additionally, it is
24 preferred to update water lines when a roadway will be torn up for road work. That way traffic is
25 impacted only once.

26
27 The Board asked about the commercial rates. Mr. D'Amico responded that the commercial rate is in this
28 report, though it is not specifically pointed out. Selectman Crowley noted that the Town's permitting
29 capacity is 920,000 gallons a day. An updated number that would consider proposed housing projects
30 would bring our usage to approximately 910,000 gallons a day. How can we reduce the Unaccounted for
31 Water and get down to a 10% level so we can apply to the State? Mr. D'Amico responded that DPS
32 keeps some funds in reserve to perform water leak detection and other investigative procedures. Brief
33 discussion followed on having an increased amount in retained earnings closer to the \$800,000 in order to
34 keep money moving forward for future use as well as water rate increases.

35
36 General discussion followed on the wells.

37
38 Upon motion from the Commission, Mr. O'Rourke adjourned the meeting of the Water and Sewer
39 Commission at 8:29 PM.

40
41 **Consideration of Appointment – Conservation Commission – (1 Vacancy) Kathy Clark, Margery**
42 **Queenan:**

43 *The Board reviewed Resumes and Letters of Interest from candidates Kathy Clark and Margery Queenan.*
44 *It is noted that the term length for the appointee will be three years, expiring on 6/30/2020. Both*
45 *candidates were notified of tonight's meeting and potential vote.*

46
47 Present: Margery Queenan, candidate.

48
49 It was noted that both candidates were interviewed at a previous meeting.

50

1 **Selectman Foresto moved that the Board appoint Margery Queenan to the Conservation Commission**
2 **for a term to expire on June 30, 2020; Selectman White seconded. No discussion. VOTE: 4-0-0.**

3
4 Selectman Crowley asked the Town Administrator to please contact the other candidate and let her know
5 there are other positions available.

6
7 **Vote Articles and Recommendations - May 8, 2017 Annual Town Meeting Warrant (ATM**
8 **Articles 3, 4, 5, 7, 10, 11 and 31-49):**

9 *The Board reviewed the following information: (1) May 8 Annual Town Meeting Warrant; and (2)*
10 *Summary of Proposed Amendments, Planning & Economic Development Board.*

11
12 **Article 3: Appropriation: FY18 Water Enterprise Fund** – Mr. Boynton reported that the total cost of
13 health insurance has been determined. **Selectman Foresto moved that the Board approve and**
14 **recommend Article 3 as presented; Selectman White seconded. Selectman Crowley expressed**
15 **concern about the indirect costs, noting he would not question it this year but will revisit it next**
16 **year. No further discussion. VOTE: 4-0-0.**

17
18 **Article 4: Appropriation: FY18 Sewer Enterprise Fund** – Mr. Boynton reported that the indirect cost
19 number is actually \$116,121, down from 123,301. **Selectman Foresto moved that the Board approve**
20 **and recommend Article 4 as presented; Selectman White seconded. Selectman Crowley asked**
21 **about retained earnings; Mr. Boynton responded it is zero at this point. Brief discussion followed.**
22 **VOTE: 4-0-0.**

23
24 **Article 5: Appropriation: FY18 Solid Waste Enterprise Fund** – **Selectman White moved that the**
25 **Board approve and recommend Article 5 as amended with indirect costs of \$158,841 and total costs**
26 **of \$1,633,234; Selectman Foresto seconded. Selectman Crowley emphasized that the Town cannot**
27 **always use retained earnings to cover costs. No further discussion. VOTE: 4-0-0.**

28
29 **Article 6: Appropriation: FY18 Ambulance Enterprise Fund** – There are updated dollar amounts based
30 on changes in health insurance costs. **Selectman Foresto moved that the Board approve and**
31 **recommend Article 6 with updated indirect costs of \$140,531 and updated total costs of \$865,465;**
32 **Selectman White seconded. No discussion. 4-0-0.**

33
34 **Article 7: Free Cash Appropriation: Capital and Other Items** – Mr. Boynton recommended that this
35 article carry a TBD designation until all the Snow and Ice expenses are known.

36 **Article 10: Transfer – Retained Earnings – Sewer Enterprise** – **Selectman Foresto moved that the**
37 **Board approve and recommend Article 10 as presented; Selectman White seconded. No discussion.**
38 **VOTE: 4-0-0.**

39
40 **Article 11: Transfer – Retained Earnings – Water Enterprise** – **Selectman Foresto moved that the**
41 **Board approve and recommend Article 11 as presented; Selectman White seconded. No discussion.**
42 **VOTE: 4-0-0.**

43
44 **Planning and Zoning Articles**

45 Present: Susy Affleck-Childs, Planning and Economic Development Coordinator; Andy Rodenhiser,
46 Chair; Planning and Economic Development Board; Stephanie Mercandetti, Community Development
47 Coordinator.

48
49 It was noted that the Planning Board public hearing will be tomorrow evening. Mr. Rodenhiser stated
50 that many of these articles were ready in November, but, at the Board's request to wait, they are now
51 bringing them forward for Annual Town Meeting.

1
2 Article 30: Amend Zoning and General Bylaws: New Noise Bylaw -- No discussion.

3
4 Article 31: Amend Zoning Bylaws: Nonconforming Uses and Structures -- This article changes the
5 length of time within which construction must begin, and it mirrors state regulations. **Selectman Foresto**
6 **moved that the Board approve and recommend Article 31 as presented; Selectman White seconded.**
7 **No discussion. VOTE: 4-0-0.**

8
9 Article 32: Amend Zoning Bylaw: Flood Plain/Westland Protection District – **Selectman White moved**
10 **that the Board approve and recommend Article 32 as presented; Selectman Foresto seconded. No**
11 **discussion. VOTE: 4-0-0.**

12
13 Article 33: Amend Zoning Bylaw: Correct Internal Cross References – A major recodification process
14 took place a couple of years ago and there are spots where the numbering is incorrect. This article will
15 correct them. **Selectman Foresto moved that the Board approve and recommend Article 33 as**
16 **presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

17
18 Article 34: Amend Zoning Bylaw: New Definitions – This represents the addition of new definitions,
19 and revision to existing definitions. Mr. Rodenhiser stated it offers a better explanation of buffer. Ms.
20 Affleck-Childs added that it expands on the definition for lot line, corner lot, etc, and manufacturing. It
21 was clarified that components of the zoning bylaw in effect on the day a building permit is issued will be
22 the ones governing that construction. **Selectman Foresto moved that the Board approve and**
23 **recommend Article 34 as presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

24
25 Article 35: Amend Zoning Bylaw: Schedule of Uses, Table 1 – **Selectman Foresto moved that the**
26 **Board approve and recommend Article 35 as presented; Selectman White seconded. No discussion.**
27 **VOTE: 4-0-0.**

28
29 Article 36: Amend Zoning Bylaw: Open Space Residential Development – This article revises some
30 language in the open space residential section of the bylaw as well as adds a new section. **Selectman**
31 **White moved that the Board approve and recommend Article 36 as presented; Selectman Foresto**
32 **seconded. No discussion. VOTE: 4-0-0.**

33
34 Article 37: Amend Zoning Bylaw: ARCPUD Definition and ARCPUD Regulations – This article
35 clarifies that a two-family structure can be included in the ARCPUD and considered for affordable
36 housing designation. Mr. Boynton added that wording regarding “right of way” was unclear. **Selectman**
37 **Foresto moved that the Board approve and recommend Article 37 as presented; Selectman White**
38 **seconded. No discussion. VOTE: 4-0-0.**

39
40 Article 38: Amend Zoning Bylaw: Special Permits – This article modifies the criteria for permit granting
41 authority. It freshened the criteria and added a few while expanding the list of conditions that could be
42 imposed on an applicant in the Special Permit process. **Selectman Foresto moved that the Board approve**
43 **and recommend Article 38 as presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

44
45 Article 39: Amend Zoning Bylaw: Accessory Building or Use Definition – This article presents revised
46 definition of accessory uses, accessory building and structures, etc. and established criteria on size of said
47 structure. It reassigns the responsibility for approving oversized structures to the Zoning Board of Appeals
48 for a Special Permit process to keep structures in line with their neighborhood. Selectman Crowley asked if
49 this will increase costs to the applicant. Mr. Boynton noted that the Building Commissioner would still
50 require a plot plan, building plans, and other supporting documentation. The ZBA permit application and
51 Assessors Abutter List would be the additional costs. The changed do not prevent the structure but keeps it

1 in perspective with the surrounding structures. Mr. Rodenhiser added that it also addresses whether the
2 primary use of the structure is changing from residential to perhaps truck repair in a very large garage, for
3 example. **Selectman Foresto moved that the Board approve and recommend Article 39 as presented;**
4 **Selectman White seconded. No discussion. VOTE: 3-0-1 Crowley abstained.**

5
6 Article 40: Amend Zoning Bylaws: Lot Frontage and Setbacks – This clarifies how we measure lot
7 frontage with respect to end or corner lots. It will help residents determine their frontage with respect to
8 improvements to their property. **Selectman White moved that the Board approve and recommend**
9 **Article 40 as presented; Selectman Foresto seconded. No discussion. VOTE: 4-0-0.**

10
11 Article 41: Amend Zoning Bylaws: Affordable Housing – This represents a reworking of the affordable
12 housing section of the bylaw based on the report of an MAPC consultant who met with developers in
13 round table discussion. Staff was not present for these discussions. Definitions and project size were
14 adjusted. Ms. Mercandetti explained how the discussion went, exploring scenarios that may or may not
15 be preferred by developers. Local developers were invited. Brief discussion followed. It was noted that
16 the Payment in Lieu of Units option was made a little less attractive. The Board preferred to postpone its
17 recommendation until after tomorrow’s public hearing; the article will carry a TBD for now.

18
19 Article 42: Amend Zoning Bylaw: Section 8. Special Regulations, Add Section 8.10 Temporary
20 Moratorium on Non-Medical Marijuana Establishments – **Selectman Foresto moved that the Board**
21 **approve and recommend Article 42 as presented; Selectman White seconded. No discussion. VOTE:**
22 **4-0-0.** Mr. Boynton stated that there was a provision in the host community agreement with the existing
23 cultivation center for producing non-medical product. It was noted that staff has been to workshops only to
24 learn that the state regulations are still not determined. Once that happens, we can move ahead. Discussion
25 followed. This article will be in tandem with the ballot question. Mr. Rodenhiser reported that this is the
26 recommendation coming from MAPC and Town Counsel, specifically, to wait and see what the regulations
27 will be so that planning can be thoughtfully accomplished.

28
29 Resident Liam McDermott suggested that a committee be formed to review these things. Ms. Affleck-
30 Childs responded that they did that for the medical dispensaries, and it was comprised of staff and Town
31 Counsel. Mr. Rodenhiser added that is the way staff approaches all projects. Since there are no state
32 regulations yet, we cannot determine our first steps.

33
34 The article will carry a TBD designation for the time being.

35
36 Article 43: Amend Zoning Bylaw: AR-I & AR-II Zoning Bylaw Boundary Changes – Ms. Affleck-
37 Childs stated that Articles 43 – 49 represent changes to the zoning map to align zoning district boundaries
38 to follow best practices. She reported that 68 property owners were invited to a forum as well as
39 tomorrow’s public hearing. Thus far there have been no negative comments, just questions. After brief
40 discussion, the Board decided to place a TBD designation on Articles 43 – 49.

41
42 **Discuss/Vote – Accept Mass. General Law Chapter 32B, Sections 21-23 (Employee/Retiree**
43 **Health Insurance):**

44 *There were no backup materials.*

45
46 Mr. Boynton reminded the Board that this discussion was tabled at the last meeting and recommended
47 that it remain there for the time being. He added that Agenda Item #12 will allow the Town
48 Administrator to sign the agreement.

49
50 **Special Event Approval – 15th Annual ALS TDI Tri-State Trek – June 23, 2017:**

1 *The Board reviewed the following information: (1) Correspondence with event details; and (2) Police*
2 *Chief's Recommendations.*

3
4 **Selectman Foresto moved that the Board approve the request for cyclists to travel through Medway**
5 **for the Tri-State Trek annual fundraising event on June 23, 2017, subject to fulfillment of the Police**
6 **Chief's recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**

7
8 **One-day Liquor License Requests for Events to be Held at Thayer Homestead:**

9 *The Board reviewed applications and Police Chief's Recommendations for the following events to be held*
10 *at the Thayer Homestead: (1) Caroline Ferns –March 24, 2017; (2) Shari Daly/Medway HS Gymnastics*
11 *– April 27, 2017; (3). Richard MacDougall – June 3, 2017; and (4) d. Karyl Wong – July 23, 2017.*

12
13 **Selectman Foresto moved that the Board approve one-day liquor licenses for Caroline Ferns, Shari**
14 **Daly, Richard MacDougall and Karyl Wong for their events to be held at the Thayer Homestead on**
15 **March 24, April 27, June 3 & July 23, 2017 subject to Police Chief's recommendations and proof of**
16 **appropriate insurance coverage; Selectman White seconded. No discussion. VOTE: 4-0-0.**

17
18 **Action Items from Previous Meeting:**

19 *The Board reviewed the Action Items List.*

20
21 Mr. Boynton reported that the Route 109 project should get going in the next month. The Community
22 Communications Team will be up and running to help disseminate information.

23
24 **Approval of Minutes:**

25 *The Board reviewed draft minutes from February 21, 2017.*

26
27 **Selectman Foresto moved that the Board approve the open session minutes of February 21, 2017 as**
28 **amended; Selectman White seconded. No discussion. VOTE: 3-0-1 Crowley abstained.**

29
30 **Town Administrator's Report**

31 Mr. Boynton reported that, as health insurance premiums were reduced from a projected 28.7% to 7.9%,
32 the FY18 budget can restore some things previously removed. He directed the Board's attention to page
33 2 of his report which featured a breakdown of restored items. Discussion followed. He suggested that the
34 Board could vote to state that the Board is revising the budget by reinserting the restored budget items.

35
36 **Selectman Crowley moved that the Board will support the budget restorations as presented by the**
37 **Town Manager contingent upon the collective bargaining units accept the health insurance plan**
38 **design change reducing the overall impact to 7.9%; Selectman Foresto seconded. No discussion.**
39 **VOTE: 4-0-0**

40
41 Mr. Boynton reported that there had been a fire at Restaurant 45, smoke coming from the building
42 originating in the kitchen. He commended the public safety crews on their swift action to save the
43 building. Crew members were working together as a cohesive unit including police officers helping to
44 drag hoses to get a line connected.

45
46 Referring to the most recent snow storm, Mr. Boynton reported that sidewalks were cleared in time for
47 school to be open the next morning. A job well done.

48
49 **Selectmen's Reports**

50 Selectman Crowley gave a shout out to Medway athletic teams. Gymnastics went to state, basketball
51 quarter finals, other teams made it to state. He offered an additional shout out to all the students who

1 attended, noting they were noisy but polite. Comments were received from outsiders who were impressed
2 with the good behavior of the students.

3
4 Speaking as Town Clerk, Selectman White announced that Friday is the last day people may take out
5 nomination papers for Town Election. They have until 5 pm at Town Hall.

6
7 Selectman Foresto reminded that the Fifth Annual Clean Sweep will take place in April. He emphasized
8 that they want to get neighborhoods organized to do local sweeps in residential neighborhoods.

9
10 **Approval - Authorization for Town Administrator to Execute Health Insurance Agreement**

11 *The Board reviewed the following information: (1) Proposed Healthcare Plan; (2) Health Care*
12 *Reimbursement Arrangement; and (3) Insurance Side Letter Agreement.*

13
14 Mr. Boynton reported that, based on what we negotiated with the unions, the Board of Selectmen can
15 authorize the Town Administrator to sign the agreement.

16
17 **Selectman Foresto moved that the Board authorize the Town Administrator to execute the health**
18 **insurance agreement as negotiated between the Town and Union as presented on March 20, 2017;**
19 **Selectman White seconded. No discussion. VOTE: 4-0-0.**

20
21 **Executive Session**

22 **At 9:41 PM Chairman Trindade moved that the Board enter Executive Session under Exemption 6:**
23 **To consider the purchase, exchange, lease or value of real property if the chair declares that an**
24 **open meeting may have a detrimental effect on the negotiating position of the public body; (58**
25 **Oakland Street). The Board will not return to public session. Selectman Foresto seconded the**
26 **motion. No discussion. Roll Call Vote: 4-0-0 (Crowley, aye; Foresto, aye; Trindade, aye; White,**
27 **aye).**

28
29
30
31 Respectfully submitted,
32 Jeanette Galliardt
33 Night Board Secretary
34
35
36

AGENDA ITEM #13

Town Administrator's Report

No associated back up materials.

AGENDA

ITEM #14

Selectmen's Reports

No associated back up materials.