

May 3, 2016
Medway Planning and Economic Development Board Meeting
155 Village Street
Medway, MA 02053

Members	Andy Rodenhiser	Bob Tucker	Tom Gay	Matt Hayes	Rich Di Iulio
Attendance	Remote Participation	X	X	X	X

ALSO PRESENT:

Susy Affleck-Childs, Planning and Economic Development Coordinator
Gino Carlucci, PGC Associates
Andrew Ogilvie, BETA Group

Vice Chairman Bob Tucker opened the meeting and announced that Andy Rodenhiser would be participating remotely tonight. **Attached** is the approved Remote Participation form.

There were no Citizen Comments.

Zoning Bylaw Amendments – Public Hearing Continuation

The public hearing for proposed amendments to the Medway Zoning Bylaw was reopened.

The Board is in receipt of the following: (**See Attached**)

- Public Hearing Continuation Notice dated April 27, 2016
- Proposed amendments to site plan bylaw dated April 8, 2016

The Board reviewed the revisions to the proposed amendments to the site plan section of the Medway Zoning Bylaw. The comments from the public hearing were incorporated into the recent draft for the Board's review. The matter of concern was whether it would be OK to eliminate "*and accessory structures*" at the end of 3.4.3.B.1. as being exempt from site plan review.

Susy Affleck-Childs reported that Town Counsel had reviewed this version. It was her opinion that the proposed text indicating that residential accessory structures would be exempt from site plan review that is included at the end of Section 3.4.3.B.1 on page 6 could be removed without jeopardizing the overall bylaw proposal. Without that language, it would remain as presently written in the current bylaw.

Further, Town Counsel noted that the recently proposed additional language at the end of 3. 5. 3. B. 1. on page 6 as follows "*except as specified in Section 3.5.3.A.1. c. herein*" was not needed.

On a motion made by Andy Rodenhiser and seconded by Rich Di Iulio the Board voted by roll call vote to accept the modifications to the site plan bylaw as noted.

Roll Call Vote:

Rich Di Iulio	aye
Bob Tucker	aye
Andy Rodenhiser	aye
Matt Hayes	aye
Tom Gay	aye

Close Public Hearing:

On a motion made by Andy Rodenhiser and seconded by Matt Hayes, the Board voted by roll call vote to close the public hearing for proposed amendments to the zoning bylaw.

Roll Call Vote:

Rich Di Iulio	aye
Bob Tucker	aye
Andy Rodenhiser	aye
Matt Hayes	aye
Tom Gay	aye

Tri Valley Commons:

The Board is in receipt of the following: **(See Attached)**

- 4/26/16 letter from John Kucich of Bohler Engineering in response to Tetra Tech punch list.
- Collection of emails between Susy Affleck-Childs and Rich Landry
- Email from Rich Landry dated 4/28/16
- Site photos dated 4/30/16.
- Email from John Kucich of Bohler Engineering dated 5/2/16.
- Email from Steve Bouley dated 5/2/16.
- Email from Steve Bouley dated 5/3/16.
- Email memo from Bridget Graziano dated 5/3/16.

Chairman Rodenhiser wanted the Board to know that he had visited the site over the weekend and had forwarded the noted photos to Susy. They speak for themselves. There is a concern that the dirt pile on the site is eroding into the rip rap. The unstable slope is washing into the parking areas. The hay bales are also being destroyed. This needs to be addressed. He encouraged the Board to review and look into this.

Chairman Rodenhiser left the remote telephone call at 7:15 pm.

Vice Chairman Tucker called in for a telephone conference call with the following individuals:

- John Kucich of Bohler Engineering
- Developer Richard Landry
- Tetra Tech Consultant Steve Bouley

Member Gay reported that he had gone to the site to verify what is noted in the emails.

Consultant Bouley provided an overview of the outstanding items that need attention. The forebay was cleaned with a vacuum truck and will be further cleaned upon construction of the wall. The soil material piles on Lot C will be utilized during the wall construction. The final grading should take place after the wall is constructed. The applicant is planning to construct the retaining wall in 4 to 6 weeks. The temporary fence will be installed this week. There is also settling of the pavement and this is creating puddles.

Susy Affleck-Childs wanted to make sure the paint on the decorative windows is high gloss.

Rich Landry explained that some banks were eroding and he met with Conservation Agent Bridget Graziano a week ago and discussed that the area will need to be re-loamed and seeded. He is also planning on getting a sweeper to the site next week. There will also be filter fabric placed in the basins. Rich will confirm that high gloss paint was used.

Temporary Certificate of Occupancy:

On a motion made by Rich Di Iulio and seconded by Tom Gay, the Board voted unanimously to allow for a temporary certificate of compliance to Tri Valley Commons for 90 days.

Member Gay left the meeting at 7:39 pm.

Exelon Expansion Site Plan – Public Hearing Continuation

The following was entered into the record: (See Attached)

- Public hearing continuation notice dated 4/27/16.
- Email communication dated 3/23/16 from resident Adam Houser.
- 4/21/16 memo from Susy Affleck-Childs.
- Revised Exelon site plan dated 4/21/16.
- Resubmittal letter dated 4/21/16 from Eric Las, Beals and Thomas.
- Traffic Report review letter prepared by Greg Lucas, Beta Group dated 4/20/16.
- Request for Action Deadline Extension to 7/9/16.
- Letter from Theresa M. Feursanger of Eversource Energy dated 4/25/16.
- Host Community Agreement executed 10/14/15.

It was noted that Chairman Rodenhiser will need to sign a Mullin's Rule Certification since he is not able to be present for this hearing.

The Board was informed that the focus of the meeting will be traffic.

NOTE – Andrew Ogilvie of BETA Group joined the meeting.

Present for the discussion were:

- Greg Lucas, Senior Traffic Engineer, Beta Group
- Bob Michaud, MDM Traffic Consultant for the applicant
- Eric Las, Beals and Thomas

Beals and Thomas Consultant Eric Las provided the following updates:

- On March 22, 2016 the Millis Board of Selectmen voted unanimously to continue negotiations in relation to supplying water to the project.
- Met with the Design Review Committee on April 4, 2016.
- Submitted a revised stormwater plan set.
- Notice of Intent was filed April 26, 2016 with the Conservation Commission
- Met with Design Review Committee on May 2, 2016 on landscaping.

The focus of the discussion will be on traffic to be presented by Bob Michaud of MDM Transportation Consultants, Inc. They have been part of the Exelon team since 2014. They provided a memorandum dated February 3, 2016. He noted that his presentation will cover the following areas: peer review, commuter period traffic impacts, construction period traffic impacts and safety, and site access/circulation.

It was verified that the methodology used for the traffic study follows Mass DOT standards. There was an expanded study area (Rt. 126/Beech Street & West/Beech Street in Bellingham). There were nominal increases in traffic and the project's peak generation scenario is the addition of less than 5 vehicles per hour during the peak times. This is a less than 1% change over existing traffic volumes. The site is able to handle both the existing traffic demand and additional construction traffic. This is a level C or better. The trip generation estimates were based on the collected data. The existing facility generates four trips (three entering, and one exiting) during the weekday morning peak hour and four trips (one entering and three exiting) during the weekday evening peak hour. The vehicle speed was done using radar recorder devices. The speed on Summer Street was 44 mph which exceeds the 40 mph speed limit. On West Street, the speed recorded was 38 mph northbound and 35 mph southbound which exceeds the 25 mph limit.

During construction, there will be 200 temporary parking spaces at West Street for employees and contractors. The non-peak shifts will be weekdays between 5:00 am – 6:00 am and 6:00 pm - 7:00 pm. The parking area will have stakes and the area will be fenced off. There will be a sticker system for those entering.

There is a traffic management plan which specifies construction period operations and suitable restrictions will be developed. This will also include the designated delivery locations. The trucks within the property will have staging areas. The fuel oil deliveries will be over a 24 hour period. The deliveries and dispensaries will be regulated in a scheduled way. This is couple of trucks per hour, no more than four trucks per hour for a combined facility if the turbines are firing at full rate on those ten days. There will be no acceptance of fuel deliveries at night. The water deliveries are also during the day from 7:00 am to 4:00 pm.

The established truck routes for material and fuel deliveries will rely on I-495 and Rt. 126. The project's driveways are designed to ensure efficient traffic operations. Adequate sight lines exceed recommended safety standards. The internal roadways are designed to accommodate fuel vehicles, fire apparatus, and service vehicles with adequate truck staging areas and overflow storage. This was noted on the plan.

The applicant provided a chart with the baseline conditions regarding crash records. Six locations were noted in the report. This data was collected for the intersection areas for a four year period from 2010 through 2013 from the most recent information from MassDOT. The crash rates were

found to be .30 for Rt. 109 (Summer St.), .66 for unsignalized intersections and .89 for signalized intersections. It was suggested that the applicant provide crash data for additional intersections which could be impacted by construction operations.

The discussion next moved to the stopping sight distance. The Summer Street and West Street approaches to the proposed site driveway were evaluated. Auto turn exhibits were shown. This included Summer Street – access and egress of the fuel tanker, and double drop trailer and WB-50 Truck. There is no encroachment. The site plan shows a second means of access to the site from West Street at the request of the Fire Department. This has not been put into writing by the Fire Chief.

Entered into the record was an email from resident Adam Houser dated March 23, 2016 with a question regarding the snow storage area. The applicant responded that the original site plan has been modified. This was noted on the plan. The snow storage area is not in the wetland or buffer areas. It is along the east side of the access drive. Sheet C3.1 was noted.

Resident, Mr. Jay Srinivasan - 5 Fox Run Rd:

Mr. Srinivasan informed the applicant that there is a trucking company on West Street which accesses Beech Street on a daily basis. There may need to be elements installed to protect the barrier itself. He also wanted the following items addressed:

- What kind of checks and balances are in place to make sure the fuel trucks do not cut across West Street?
- What about preventing the construction trucks from coming down West Street?
- Is there a plan to expand West Street?

The applicant responded that there is a contractual obligation to provide product and the vendors are specifically directed on what route to use (coming in from 495 to Route 126). Exelon will not be accepting materials at the West Street entry. There is no plan to expand West Street.

Resident, Charlie Myers, 9 Curtis Lane:

Mr. Myers wanted to make sure the power point presentation will be available per the open meeting law. The calculations should be for the worst case traffic scenarios. The existing older equipment is less efficient and new facility will be greener and will be fired up more frequently. The period studied was 10 days; it should be a 30 day period.

Exelon representative Tammy Sanford responded that Weymouth has a dual fuel facility. It is highly unlikely that the Medway facility will run for 24 hours a day any day.

Mr. Myers referenced the slide shown in relation to the egress. It is his belief that the tractor will be on the other side of the street.

The applicant responded that the standards do allow for some encroachment. The vehicle is making a maneuver through a public intersection for a commercial user. It is appropriate and will not impeded movement.

Mr. Myers asked if the applicant would consider modifying the entrance and widening this area. He also suggested a circulation path if a tanker is exiting in the back. His concern is for the deliveries which may occur at the same time a tanker is in the enclosed power plant area. There

is at the southwest side of the enclosure an ammonia tank location which has to be filled several times a month and in winter. What is the plan for passage of a fuel oil tanker? He also wanted to know about truck idling on the site.

The applicant responded that the maneuvering is acceptable for aisle width intended. It is highly unlikely that there will be fuel delivery at the same time as an ammonia delivery. There is ample width if they were to be delivered at same time. Further, the oil tankers in all cases would not go to where the ammonia tanks are. There is staging for three trucks to unload simultaneously. In relation to idling on site, there are regulations regarding this from DEP.

It was suggested that this be double checked with the Fire Chief.

A resident asked how difficult it would be to move the pole at West and Beech Streets. He was also wondering if there would be entrance signage.

Engineer Eric Las responded that there will be temporary solutions in place for the 16 months of construction, but there would be a cost and timeline to remove the pole permanently and the applicant does not want to undertake this. The long term solution would be to build an island around the pole with some landscaping. The proposal is to protect the utility pole during construction with a jersey barrier along with the inclusion of some pavement markings.

This will be provided to the consultant for review.

Member Tucker responded that using jersey barriers is increasing the risk that something will be hit. This gives it a larger target.

The consultant likes the idea of restricting traffic to the left.

There was a question if there will be signage to direct the employees to the site. Exelon responded that there would be signs for parking. There is no need for jack brake signage.

Action Deadline Extension:

On a motion made by Rich Di Iulio and seconded by Matt Hayes, the Board voted to grant the applicant's request for an extension of the Board's action deadline to July 9, 2016.

Public Hearing Continuation:

On a motion made by Matt Hayes and seconded by Rich Di Iulio, the Board voted unanimously to continue the public hearing for Exelon to Tuesday, May 10, 2016 at 7:45 pm at Sanford Hall.

Correspondence:

The Board is in receipt of a letter dated April 25, 2016 from Kathleen Choate of 5 Iroquois Street regarding the Salmon ARCPUD decision.

Adjourn:

On a motion made by Rich Di Iulio and seconded by Matt Hayes, the Board voted unanimously to adjourn the meeting.

The meeting was adjourned at 9:50 pm.

Respectfully Submitted,



Amy Sutherland

Secretary

Transcribed from tape

Reviewed and edited by,



Susan E. Affleck-Childs

Planning and Economic Development Coordinator



Town of Medway

Remote Participation Request

I, Andy Rodenhiser (print name), hereby request to participate remotely at the meeting of the PEDB (Board/Committee/Commission) to be held on 5/3/16 (date). I certify to the Chair that my absence is the result of one or more of the following factors which make my physical presence unreasonably difficult:

- ☐ (1) Personal Illness or Disability ☐ (2) A Family or Other Emergency
☐ (3) Military Service ☒ (4) Geographic Distance (Employment / Board Business)

Explanation: Traveling For Business. Unforeseen/unexpected meeting.

During the meeting, I will be at the following location:

Hampton Inn Lewiston Maine
Address

781-760-9908
Phone Number

Andy Rodenhiser
Signature of Member

4/27/16
Date

Please sign and return to Chair

Request received by Robert Tucker
Chair (please print)

5/2/16
Date

Method of Participation speakerphone (e.g. speakerphone)

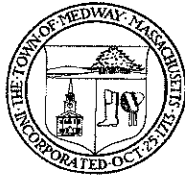
Request Approved [Signature] Request Denied* _____

[Signature]
Signature of Chair

5/2/16
Date

Signed form to be appended to the meeting minutes.

*All Denied Requests are Final and Not Appealable.



Tuesday, May 3, 2016
Medway Planning & Economic Development Board
Meeting

Proposed Amendments – Medway
Zoning Bylaw

- Public Hearing Continuation Notice
- Site Plan Review – Note text in **blue**

NOTE – I will be contacting Town Counsel for an opinion as to whether eliminating **and accessory structures** at the end of 3.5.3 B.1 (exemptions) at the end of **single-family and two-family homes, including additions or enlargements** would constitute an expansion of the article beyond its printed scope and if such a change might be thrown out by the Attorney General's office upon review.



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

Andy Rodenhiser, Chairman
Robert K. Tucker, Vice-Chairman
Thomas A. Gay, Clerk
Matthew Hayes, P.E.
Richard Di Iulio

MEMORANDUM

April 27, 2016

TO: Maryjane White, Town Clerk
Town of Medway Departments, Boards and Committees

FROM: Susy Affleck-Childs, Planning & Economic Development Coordinator

RE: **Public Hearing Continuation – Proposed Amendments to the Medway Zoning Bylaw**
CONTINUATION DATE – Tuesday, May 3, 2016 at 7:00 p.m.
LOCATION – Sanford Hall, Medway Town Hall, 155 Village Street

At its meeting on April 26, 2016, the Planning and Economic Development Board voted to continue the public hearing on proposed amendments to the Medway Zoning Bylaw to Tuesday, May 3, 2016 at 7 p.m. The public hearing will occur during a special meeting of the Planning and Economic Development Board to be held in Sanford Hall at Medway Town Hall, 155 Village Street.

Please contact me if you have any questions.

SITE PLAN REVIEW

REVISED 4-8-16

ARTICLE : To see if the Town will vote to amend the Medway Zoning Bylaw by deleting sub-SECTION 3.5 Site Plan Review and replacing it as follows: Note the text to be deleted is indicated with a ~~strikethrough~~ and new or relocated text is indicated in **bold**.

3.5. SITE PLAN REVIEW

3.5.1 Purposes

Site plan review is a means of managing the aesthetics and environmental impacts of land use by the regulation of permitted uses, not their prohibition. Its purpose is to:

- assure protection of the public interest consistent with a reasonable use of the site for the purposes permitted in the district; **and**
- **promote and encourage desired community characteristics as expressed in the *Master Plan and Design Review Guidelines***

~~Accordingly, no building permit shall be issued for any use, site, or building alteration, or other improvement that is subject to this Section 3.5 unless an application for site plan review has been prepared in accordance with the requirements herein and unless such application has been approved by the Planning and Economic Development Board (hereinafter referred to in this Section as the Board)~~

3.5.2 Requirements

- A. No building permit shall be issued for any use, site, or building alteration, or other improvement that is subject to this Section 3.5 unless an application for site plan review has been prepared in accordance with the requirements herein and unless such application has been approved by the Planning and Economic Development Board (hereinafter referred to in this Section as the Board) or its designee in the instance of administrative site plan review.**
- B. Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision.**
- C. Any work done in deviation from an approved site plan shall be a violation of this Bylaw unless such deviation is approved in writing by the Board or its designee or is determined by the Building Inspector to be an insubstantial change.**

3.5.2 3.5.3. Applicability

A. Site plan review shall apply to the following:

1. Major Site Plan Review:

- a. New construction or any alteration, reconstruction, **change in use** or renovation of any multi-family, commercial, industrial, institutional, or municipal use **which involves one or more of the following:** involving: 2,500 square feet or more of gross floor area;
 - i. **the addition of 2,500 square feet or more of gross floor area; or**
 - ii. **the addition of fifteen or more new parking spaces; or**
 - ~~b. New construction or any alteration, reconstruction, or renovation of an existing building, or any change in use of an existing building requiring fifteen or more parking spaces; or~~
 - e. ~~b. Construction, expansion, redesign, or alteration~~ **The redesign, alteration or modification** of an existing parking area involving the addition of fifteen or more new parking spaces.
 - c. **Construction of ground mounted solar photovoltaic installations of any size including solar canopy type systems in parking areas.**
2. Minor Site Plan Review: ~~Any construction, alteration, reconstruction or renovation project or change of in use that is not subject to Major Site Plan Review but which requires a building permit and involves one or more of the following:~~
- a. **New construction or any alteration, reconstruction, change in use or renovation of any multi-family, commercial, industrial, institutional, or municipal use which is not subject to Major Site Plan Review but which involves one or more of the following:**
 - i. **the addition of 1,000 to 2,499 square feet of gross floor area; or**
 - ii. **the addition of five or more but less than fifteen new parking spaces; or**
 - ~~a. Exterior alteration of an existing building or premises, visible from a public or private street or way, except where such alteration is exempt under Section B below; or~~
 - ~~b. New construction, expansion of an existing structure, or a change in use in an existing building requiring five or more but less than fifteen parking spaces; or~~
 - ~~e.b. Construction,~~ **The redesign, alteration** or modification of **a an existing** parking area involving the addition of five or more but less than fifteen new parking spaces; or
 - ~~d. c. Any use or structure or expansion thereof exempt under Massachusetts G.L. c. 40A, § 3. ,if one or more of the above criteria a c also apply, and only to the extent allowed by law.~~
3. **Administrative Site Plan Review:**
- a. **New construction or any alteration, reconstruction, or renovation of any multi-family, commercial, industrial, institutional, or municipal use which is not subject to Major or Minor Site Plan Review but which involves one or more of the following:**
 - i. **The addition of less than 1,000 square feet of gross floor area, or**

- ii. Exterior alteration/renovation of an existing building or premises, visible from a public or private street or way which includes any of the following:
 - a) installation or replacement of awnings
 - b) change in a building's exterior surface material
 - c) rearrangement or addition of windows or doors
 - d) façade reconstruction/replacement
 - e) roofing if the Building Inspector determines the roof to be a distinctive architectural feature of the building
 - b. The redesign, alteration or modification of an existing parking area involving the addition of up to four new parking spaces
 - c. A change in curb cuts/vehicular access to a site from a public way
 - d. Installation or alteration of sidewalks and other pedestrian access improvements
 - e. Removal of hedges, living shrubs, and trees greater than four inches in caliper
 - f. Installation of fencing or retaining walls.
4. Consideration of planned activities subject to administrative site plan review may be advanced to minor site plan review status at the determination of the Building Inspector or the Board when the collective scope and/or quantity of the proposed activities is substantial enough to merit review at a public meeting.

3- 5. Relationship to Other Permits and Approvals.

- a. If an activity or use requires both **major or minor** site plan review and one or more special permits, the ~~Planning and Economic Development~~ Board shall serve as special permit granting authority.
- b. If both a special permit and **major or minor** site plan review are required, ~~they shall be considered together under the provisions of Section 3.4.~~ **the Board shall review and conduct the public hearing concurrently and the Board may issue a single decision.**
- c. The Building Inspector shall not issue a building permit for any project subject to this Section 3.5 unless:
 - i. the Board has approved a site plan therefor or allowed ninety calendar days (in the instance of a major site plan project) **to elapse from the site plan submission date unless the applicant has requested an extension in writing; or**
 - ii. **the Board has approved a site plan therefor** or allowed sixty calendar days (in the instance of a minor site plan project) to elapse from the site plan submission date unless the applicant has requested an extension in writing; or
 - iii. **Administrative site plan approval has been granted or twenty-one calendar days have elapsed from the site plan submission date unless the applicant has requested an extension in writing.**

~~Any work done in deviation from an approved site plan shall be a violation of these Bylaws unless such deviation is approved in writing by the Board or determined by the Building Inspector to be an insubstantial change.~~

B. Exemptions. The following shall be exempt from Site Plan Review under this Section 3.5:

1. Single-family and two-family homes, including additions or enlargements **and accessory structures, except as specified in Section 3.5.3.A.1. c. herein.**
2. Residential subdivisions approved by the Board under the Medway Subdivision Rules and Regulations.
3. ~~Projects submitted to the PEDB under Section 8.5, Adult Retirement Community Planned Unit Development.~~
4. **Projects in which the only exterior change that is visible from a public or private way, requiring a building permit, pertains to the removal of architectural barriers to comply with the Americans with Disabilities Act (ADA) or regulations of the Massachusetts Architectural Access Board (AAB)**
 - a. ~~Architectural barrier removal to comply with the Americans with Disabilities Act (ADA) or regulations of the Massachusetts Architectural Access Board (AAB); or~~
 - b. ~~Installation of awnings, exterior siding, or roofing, or replacement of windows or doors;~~

~~3.5.4 Site Plan Review Standards~~

~~The Board's Site Plan Rules and Regulations shall adopt standards for site plan review that will at a minimum address the following:~~

- A. ~~Siting of facilities;~~
- B. ~~Design guidelines;~~
- C. ~~Open space and natural features;~~
- D. ~~Pedestrian, bicycle, and vehicular circulation;~~
- E. ~~Water quality;~~
- F. ~~Stormwater;~~
- G. ~~Utilities, exterior lighting, parking, and snow removal;~~
- H. ~~Trees and landscaping;~~
- I. ~~Town character and historic significance;~~
- J. ~~Impacts on public services and facilities;~~
- K. ~~Signage;~~
- M. ~~Safety;~~
- N. ~~Energy efficient site design;~~

~~O. Potential adverse effects and mitigation thereof.~~

3.5.3. 3.5.4 Procedures for Site Plan Review

- ~~A. The Board shall promulgate, after public notice and hearing, Site Plan Rules and Regulations to effectuate the purposes and intent of this Section 3.5, including submission requirements and procedures for major and minor site plans, modification of approved site plans, delegating administrative review to the Board's designee for review of small-scale projects without a public meeting, and standards of review consistent with Section 3.5.4 below.~~
- A. Pre-Application Review – Before filing a site plan application, applicants for major site plan review shall and applicants for minor site review may schedule a pre-application meeting with the Town's interdepartmental project review team. Applicants may also request an informal, pre-application meeting with the Board to review conceptual plans.**
- B. Applicants shall submit an application for major and minor site plan review to the Town Clerk and the Board.**
- C. The site plan submission date shall be the date the site plan application is filed with the Town Clerk and the Board, unless the Board notifies the applicant within twenty-one days of submission that the application is incomplete. In such case, the site plan application will not be deemed to have been submitted.**
- D. For Major Site Plan Review applications, the Board shall hold a public hearing on the proposed site plan. The public hearing shall conform to the requirements for public hearings and notice under G.L. c. 40A, § 11, and the Board's Site Plan Rules and Regulations. All costs of the public notice requirements shall be at the expense of the applicant.**
- E. For Minor Site Plan Review applications, the Board shall review the site plan at a duly posted open meeting. Any public notice to abutters and other parties of interest shall be conducted in accordance with the Site Plan Rules and Regulations.**
- F. The Board shall review and act upon the applications for major and minor site plan review, requiring such conditions as necessary to satisfy the Site Plan Review Standards under Section 3.5.4 3.5.5 B. below, and notify the applicant of its decision. The decision shall be by majority vote of the membership, shall be made in writing and shall be filed with the Town Clerk within ninety days of the date of application for Major Site Plan Review, or sixty days of the application date for Minor Site Plan Review. The applicant may request, and the Board may grant by majority vote of the membership, an extension of the time limit set forth herein.**
- G. The Board may approve the a major and minor site plan or approve it with the conditions, limitations, safeguards and mitigation measures or deny a site plan only if the plan does not include adequate information as required by the Site Plan Rules and Regulations, or if the plan depicts a use or structure so contrary to health, safety and welfare of the public that no set of conditions would render the project tenable. The Board's decision shall be by majority vote of the membership, and the decision shall be in writing.**
- ~~H. The applicant shall satisfy or comply with all conditions of the site plan review decision prior to the issuance of a building permit except for those conditions that by their terms are intended to be satisfied during construction or later.~~

- I. ~~Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision.~~
- H. The Board's designee shall review and act on applications for administrative site plan review and may require conditions as necessary to satisfy the Administrative Site Plan Review Standards.

3.5.5 Site Plan Rules and Regulations

- A. The Board shall promulgate, after public notice and hearing, Site Plan Rules and Regulations to effectuate the purposes and intent of this Section 3.5, including but not limited to the following requirements and procedures for:
 - 1. submission and review of major and minor site plans
 - 2. administrative review of small-scale projects by the Board's designee without a public hearing or meeting
 - 3. waivers
 - 4. conditions/limitations/safeguards and mitigation measures
 - 5. performance security
 - 6. construction inspection
 - 7. standards of review consistent with Section 3.5.5 B. below
 - 8. decision criteria
 - 9. modification of approved site plans and/or decisions
- B. The Board's Site Plan Rules and Regulations shall include standards for major, minor and administrative site plan review that will at a minimum address the following:
 - 1. Siting of facilities
 - 2. Design guidelines
 - 3. Open space and natural features
 - 4. Pedestrian, bicycle, and vehicular circulation
 - 5. Water quality
 - 6. Stormwater
 - 7. Utilities, exterior lighting, parking, and snow removal
 - 8. Trees and landscaping
 - 9. Site Amenities
 - 10. Town character and historic significance

11. Impacts on public services and facilities

12. Signage

13. Safety

14. Energy efficient site design

15. Potential adverse effects and mitigation thereof.

~~3.5.5~~ 3.5.6 Appeal

- A.** Any person aggrieved by the Board's **major or minor** site plan decision may appeal to the court within 20 days of the date the decision is filed with the Town Clerk, as provided in G.L. c. 40A, § 17.
- B.** Any person aggrieved by an administrative site plan decision may appeal to the Planning and Economic Development Board.



Tuesday, May 3, 2016
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Tri Valley Commons

- 4/26/16 Letter from John Kucich of Bohler Engineering in response to Tetra Tech punch list. (You reviewed this letter at the 4/26 PEDB mtg.)
- Email from Susy Affleck-Childs to Richard Landry, dated 4/27/16 informing Mr. Landry of the Board's decision at the 4/26/16 PEDB meeting.
- Email from Richard Landry dated 4/28/16 in response to SAC email noted above.
- Site photos taken Saturday, 4/30/16 by Andy Rodenhiser. I forwarded these to Steve Bouley and Bridget Graziano on 5/2/16.
- Email from John Kucich of Bohler Engineering dated 5/2/16 with documentation on parking lot cleaning, catch basin cleaning, and infiltration basin forebay cleaning.
- Email from Steve Bouley of Tetra Tech dated 5/2/16.
- Email from Steve Bouley dated 5/3/16 with info on results of his site 5/3/16 site inspection
- Email memo from Bridget Graziano dated 5/3/16 with info on results of her 5/3/16 site inspection.



BOHLERTM ENGINEERING

352 Turnpike Road
Southborough, MA 01772
PHONE 508.480.9900
FAX 508.480.9080

Town of Medway
Planning Board
155 Village Street
Medway, MA 02053

April 26, 2016

Attn: Susan Affleck-Childs

Re: Tri Valley Commons
72 Main Street
Medway, MA

Dear Board Members:

Bohler Engineering is in receipt of a Punch List prepared by Tetra-Tech relative to the project. On behalf of the developer we are providing the following additional information, for clarity purposes the original comments are in italics and our responses are in bold.

Comment #1: The sediment forebay for Infiltration Basin #1 is filled with sediment just below to top of the rip-rap spillway which spills into the main portion of the infiltration basin. It is recommended the applicant/contractor clean the forebay to prevent fine sediment from migrating to the lower portion of the basin, potentially reducing the BMP's infiltrative capacity. It is recommended the contractor determine where the sediment is originating and remedy the issue prior to damage occurring to the basin. The completed infiltration basin should not be used as a sediment basin during construction activities.

Response: The majority of the sediment deposited in the basin is due to a blow out that occurred in early March. The issue was corrected and all washed out sediment was contained within the forebay area and inside the limit of disturbance. This area was subsequently stabilized. Cleaning of the forebay as well as the basin will occur just prior to starting construction of the retaining wall when the appropriate machinery is on site and the site has dried out to avoid damage to the basin.

Comment #2: It is recommended the applicant clean the drain system and sweep hardscaped areas prior to project completion.

Response: Cleaning of the catch basins, proprietary separator units and piping will be performed this week. The parking lot will be swept upon completion of the work associated with the Direct Tire Building. This is anticipated to occur within the next week or two.

Comment #3: The proposed grading for Lot C should be implemented to prevent runoff from the lot from directly entering nearby wetland areas. All flow from the lot shall be directed to Infiltration Basin #1 as specified in Section IX. Specific Conditions A.6 of the modified decision for the project.



Response: Final grading of this parcel, as shown on the Phasing Plan - C-5, will be completed in conjunction with construction of the retaining wall in the coming weeks. (Item bonded with Town)

Comment #4: Areas of top course pavement are being damaged by Lull activity on-site during building work. These areas should be repaired to prevent future asphalt damage during plowing operations in the winter months.

Response: Any damaged pavement will be repaired.

Comment #5: Chain-link fence and gate has not been installed around Infiltration Basin #1.

Response: The gate and fencing adjacent to the detention basin access will be constructed at the same time as the retaining wall on Lot C. (Item bonded with Town)

Comment #6: The retaining wall and associated chain-link fence proposed along the eastern portion of the site has not been installed.

Response: Acknowledged, construction of the wall on Lot C has not been completed. This work will be initiated in the coming weeks when the site dries out and material is delivered. (Item bonded with Town)

Comment #7: Landscape walls around existing tree have not been installed.

Response: The two walls were originally proposed to avoid damage to trees if needed. However, during construction the contractor was able to construct the slope without impacting the trees so the walls were eliminated. It should be noted that this item is bonded with the Town and that installing the walls at this time may damage the roots of the trees.

Comment #8: It appears grass seed, which was sprayed fall 2015, is not growing. It is recommended the applicant/contractor reseed all loamed areas to ensure grass is established in the proper growing season.

Response: Bare areas will be reseeded.

Comment #9: Proposed removable planter located on-site but requires planting.

Response: Landscaping will be provided in the planter per the approved plans.



BOHLERTM
ENGINEERING

Comment #10:

Removal of erosion controls upon receiving Certificate of Compliance from Medway Conservation Commission.

Response:

The developer is currently working with the Conservation Commission and erosion controls will be maintained until completion of the remaining site work. Upon completion the developer will review the project with the Commission and erosion controls will be removed as part of the Certificate of Compliance process.

Should you have any questions or need additional information please do not hesitate to contact me at (508) 480-9900.

Sincerely,

BOHLER ENGINEERING

Nathaniel E. Mahonen, P.E.

John A. Kucich, P.E.

Cc: Rich Landry

W141182

Ltr Planning 04-25-16.docx

Susan Affleck-Childs

From: Susan Affleck-Childs
Sent: Wednesday, April 27, 2016 2:09 PM
To: Richard Landry; 'John Kucich'
Cc: Jack Mee ; Bridget Graziano; Stephanie Mercandetti
Subject: Tri Valley Commons - Project Completion
Attachments: TT Memo_TVC Punch List_2016-04-22.pdf

Dear Rich,

The Planning and Economic Development Board met last night and discussed the completion status of Tri Valley Commons. Tetra Tech engineer Steve Bouley was present. The Board reviewed the Tetra Tech punch list dated 4/22/16 (attached) and Bohler Engineering's response letter dated 4/26/16. Thank you for that timely response.

The PEDB is amenable to recommending issuance of a **temporary** (60-90 day) certificate of occupancy for the Advance Auto and Direct Tire buildings by the Town's Building Inspector **only upon your completion of the following activities to the satisfaction of Tetra Tech and/or the Board.**

- Items 1, 2 and 3 from the Drainage section of the Tetra Tech punch list.
- Installation of temporary fencing in lieu of completing Item 5 on the punch list.
- Completion of the painting of the faux windows at Advance Auto and Direct Tire as previously authorized by the PEDB (medium color grey, high gloss windows). I noticed today that this work is underway.

Please inform us as soon as the bulleted items above are completed so that I can include this matter on the agenda for consideration at the next available Board meeting. The Board's upcoming meeting dates are May 3, 10 and 24.

All of the items on the Tetra Tech punch list must be completed before the Board will recommend issuance of a **final** Certificate of Occupancy, approve the Board's Certificate of Completion, and release the performance security you have provided. Also, please be advised that the Board views the Survey Record Plan dated 4-17-16 prepared by Control Point Associates as an interim as-built plan. It will need to be updated to final form as well.

Best regards,

Susy Affleck-Childs

Susan E. Affleck-Childs
Planning and Economic Development Coordinator

Town of Medway
155 Village Street
Medway, MA 02053
508-533-3291
sachilds@townofmedway.org

Town of Medway – A Massachusetts Green Community

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Susan Affleck-Childs

From: Richard Landry <rl@landryarchitects.com>
Sent: Thursday, April 28, 2016 4:05 PM
To: Susan Affleck-Childs
Cc: John Kucich; Jack Mee; Bridget Graziano; Stephanie Mercandetti; Andy Rodenhiser; Richard Cornetta
Subject: Re: Tri Valley Commons - Project Completion

Susan, The parking lot was swept, the catch basins have been cleaned The vac truck is coming back tomorrow to suck as much sediment out of the forebay as possible. The forebay will be fully cleaned in conjunction with the retaining wall construction which is when the future development lot will be final graded as well. Because we must leave access down to the bottom of the wall to be able to construct the wall we cannot do the final grading or install permanent fencing until then. All that final work was included in the bond which was submitted, reviewed and approved by the board back in December/January. Please include this on the agenda for the May 3 meeting as the work that can be done now has been done and the board has previously authorized the remaining items to be bonded.

On Apr 27, 2016, at 2:09 PM, Susan Affleck-Childs <sachilds@townofmedway.org> wrote:

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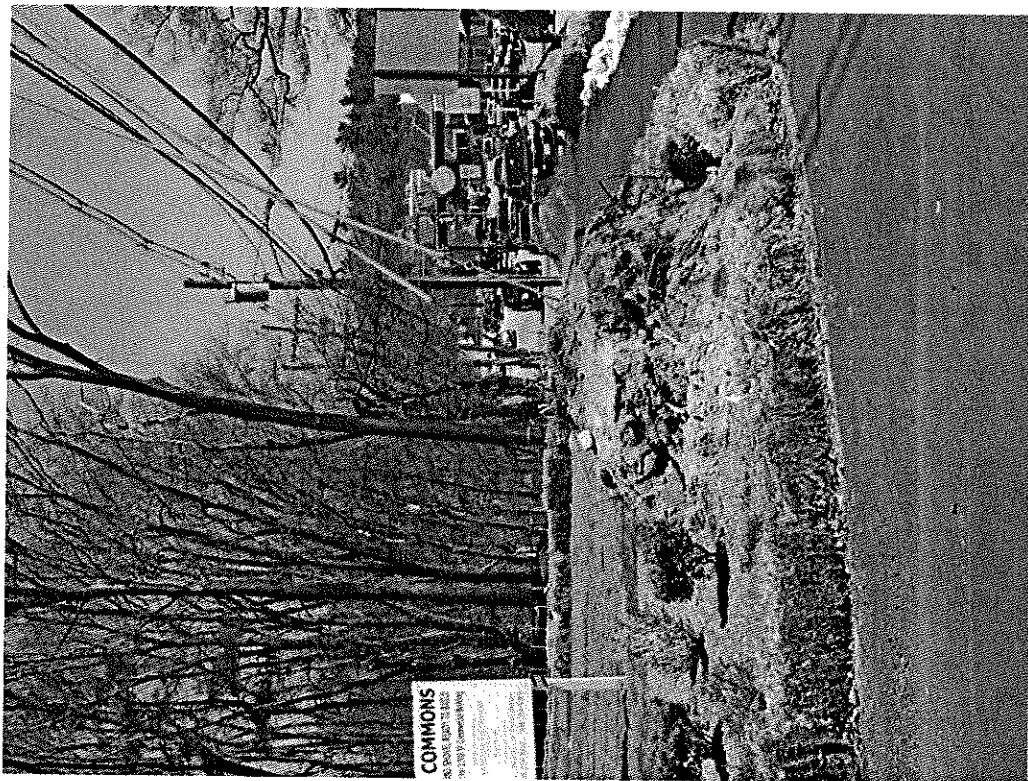
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Best regards,

Susan Affleck-Childs

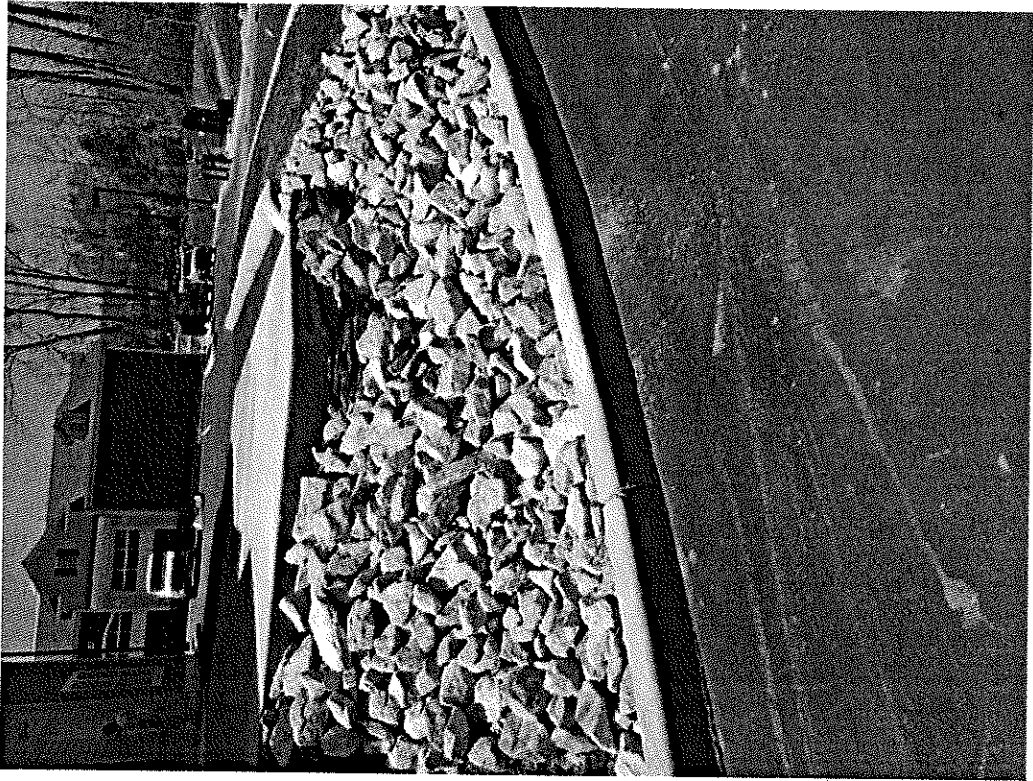
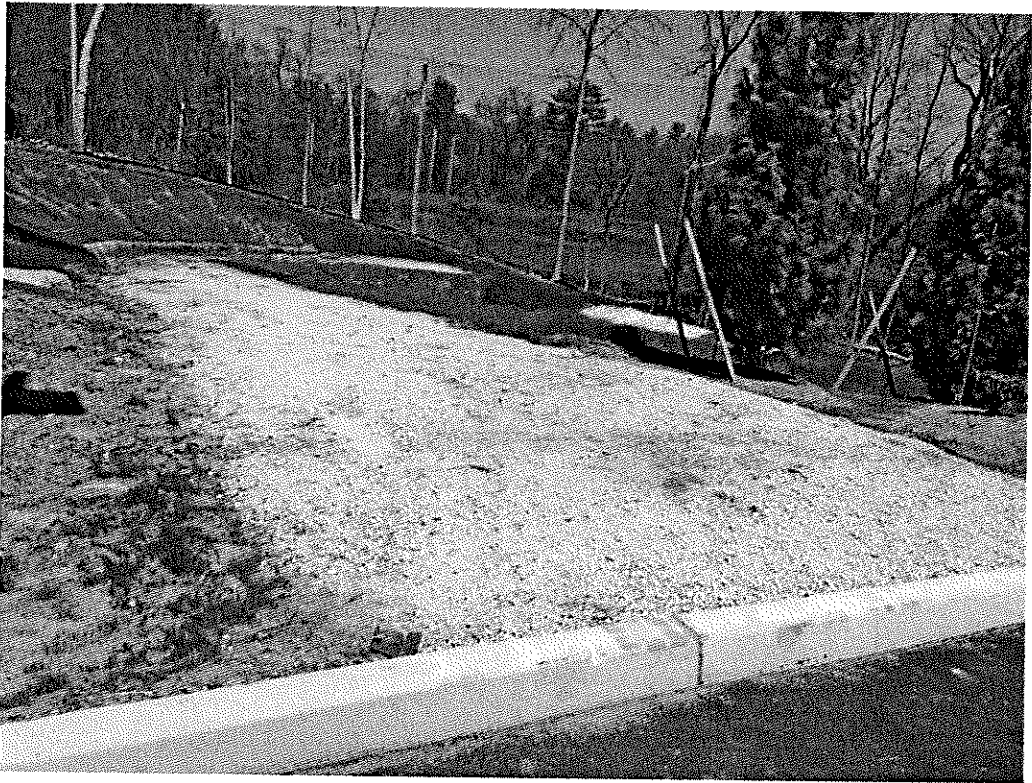
From: Andy Rodenhiser <Andy@rodenhiser.com>
Sent: Monday, May 02, 2016 10:25 AM
To: Susan Affleck-Childs
Subject: Tri valley

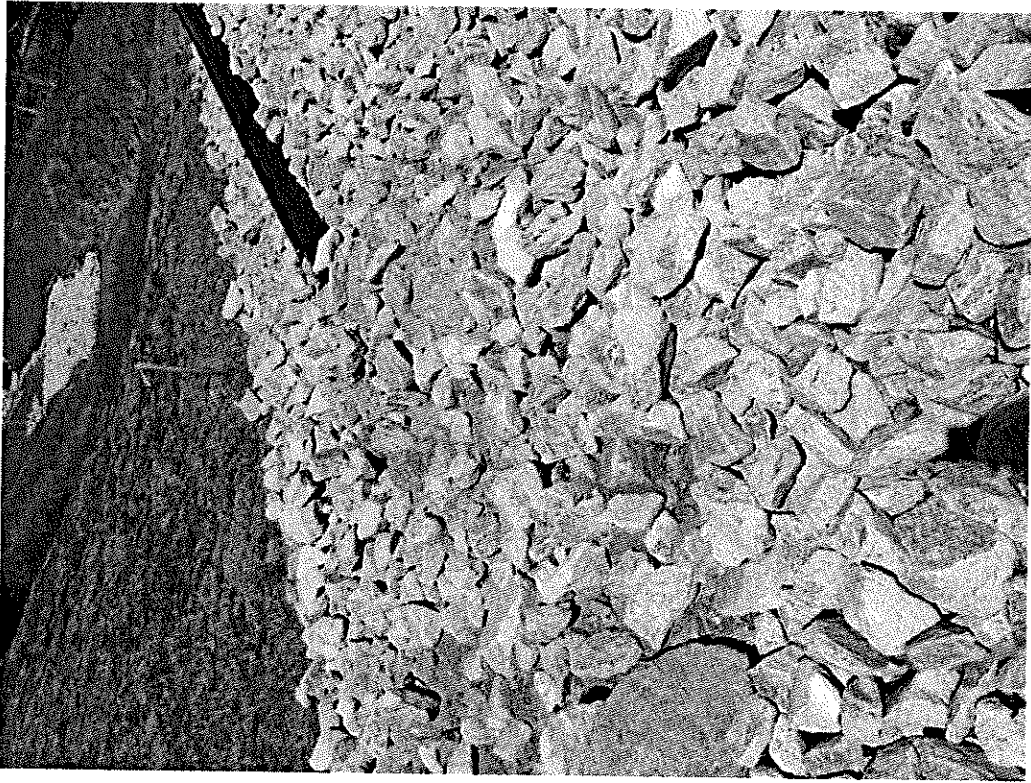
*Photos taken
Saturday
4-30-16*

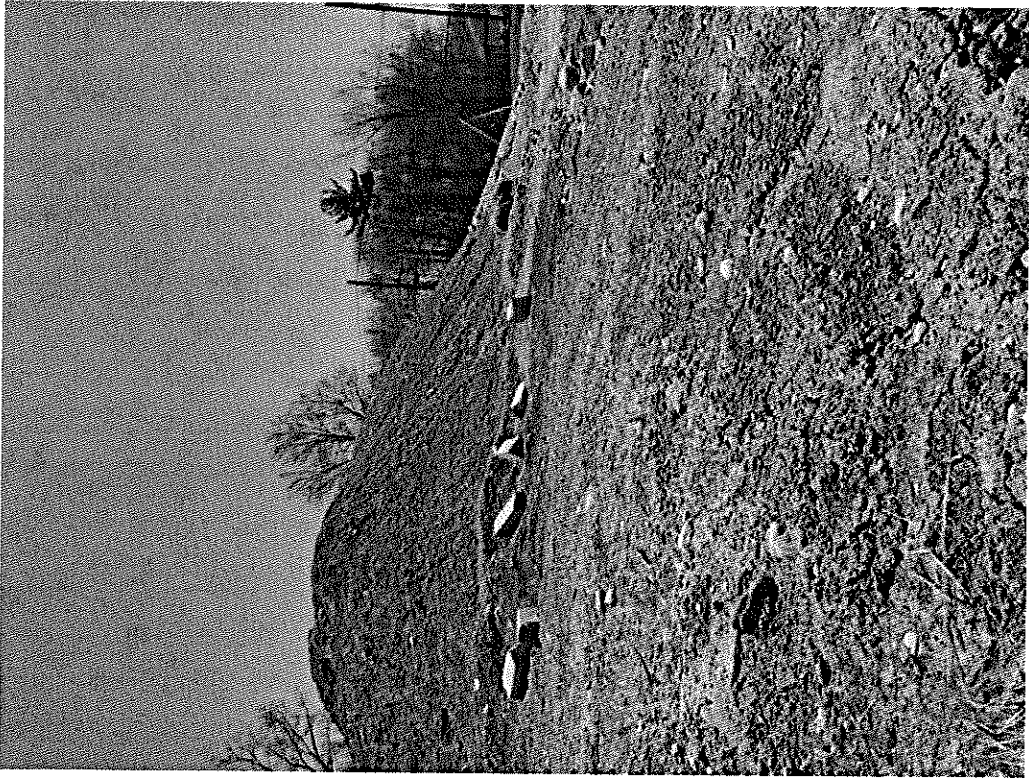


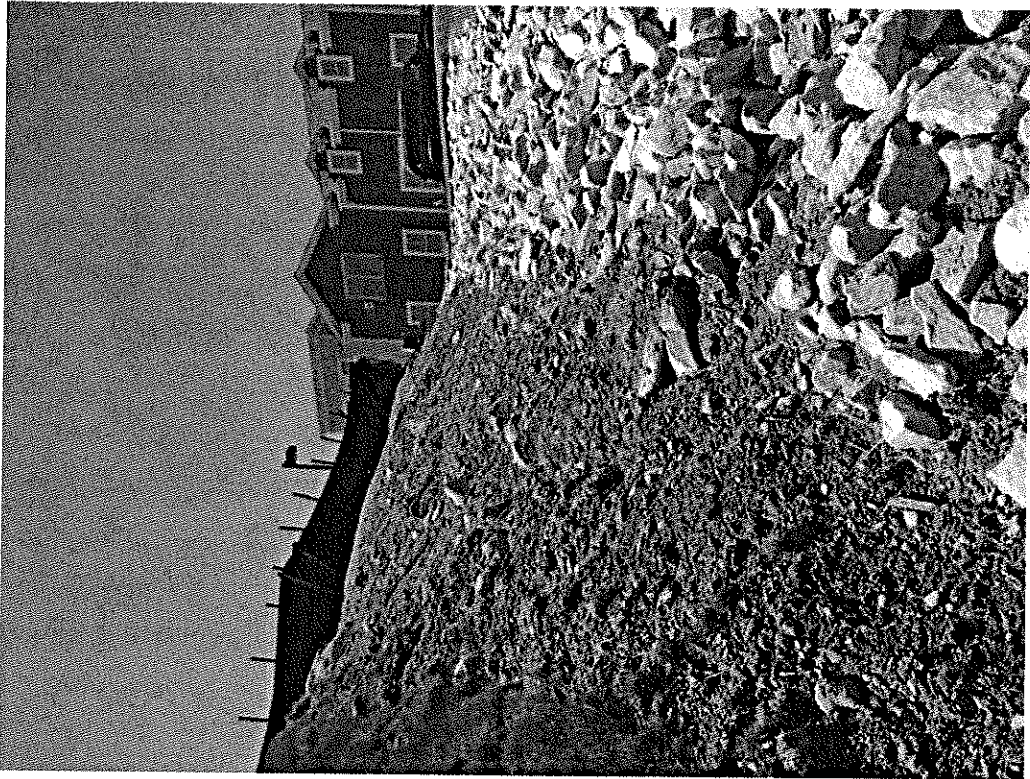




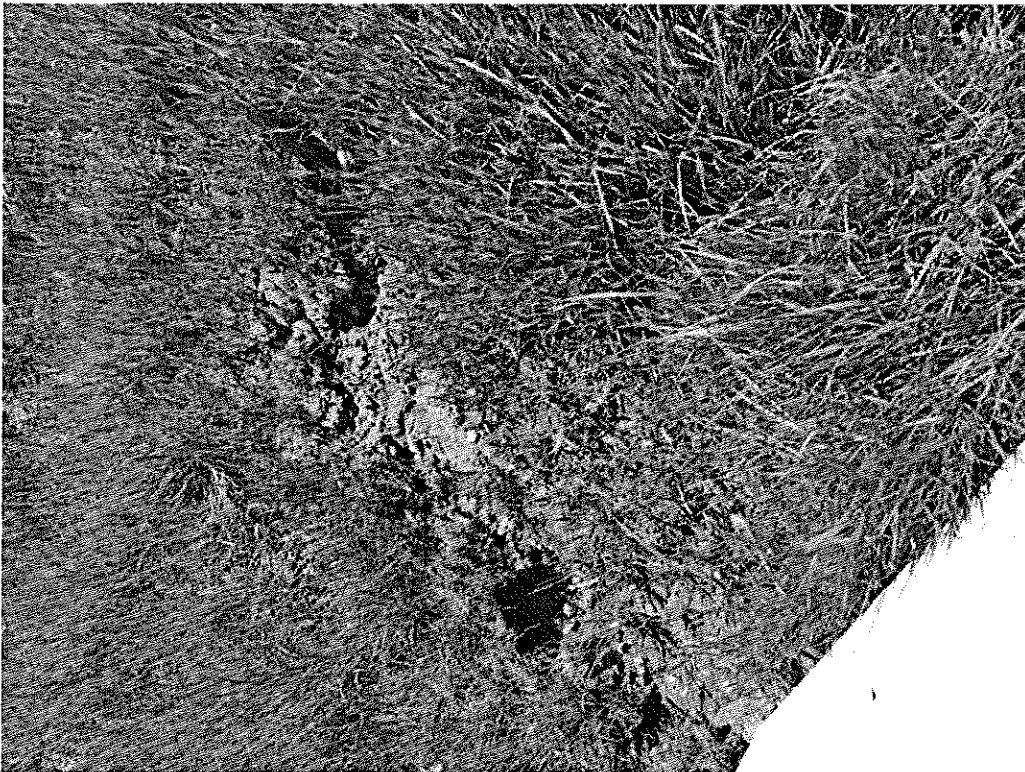


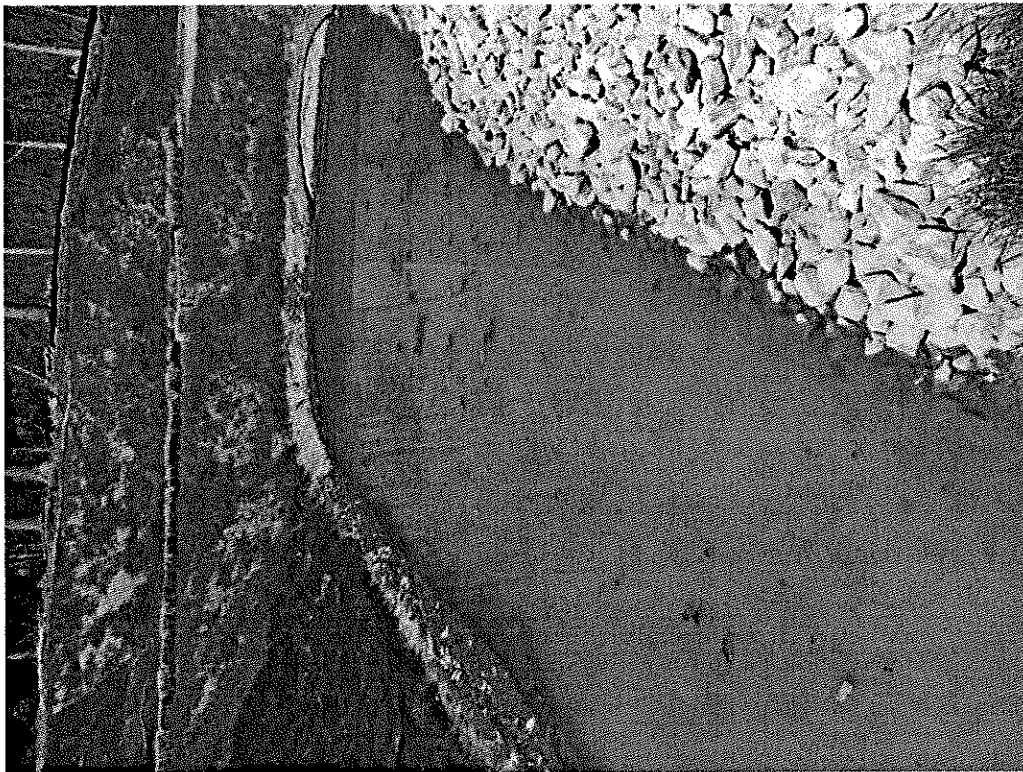
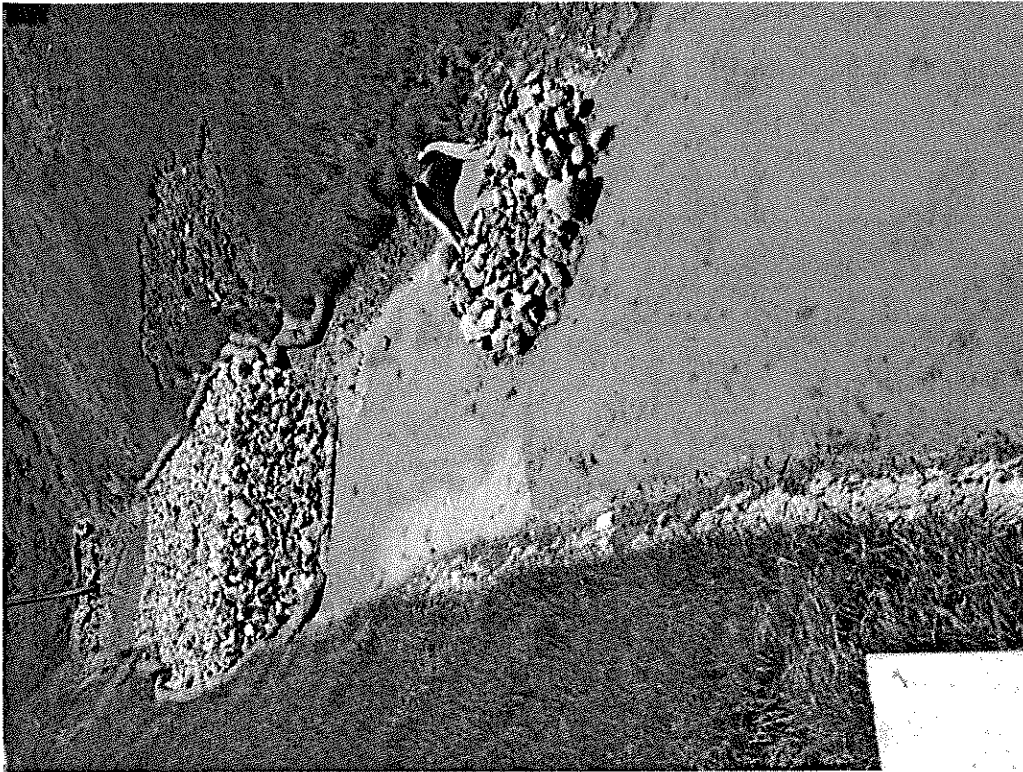


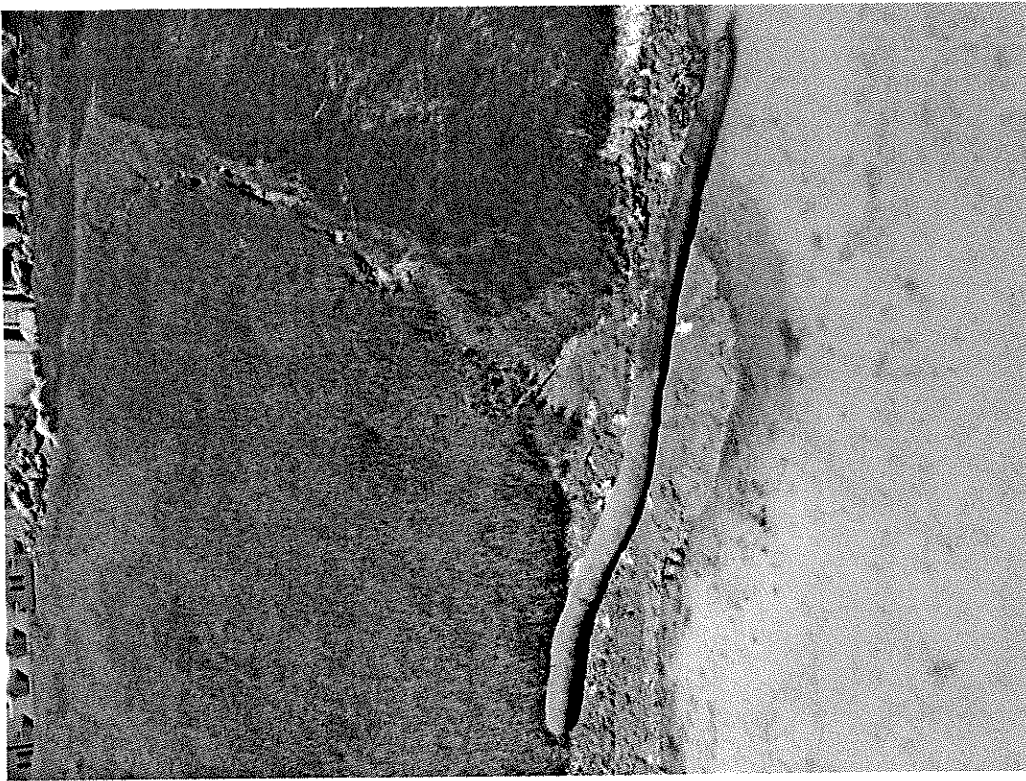












Andy Rodenhiser
President
Rodenhiser Plumbing, Heating, A/C and Electrical

Susan Affleck-Childs

From: John Kucich <jkucich@bohlereng.com>
Sent: Monday, May 02, 2016 6:52 AM
To: Susan Affleck-Childs; Bridget Graziano
Cc: Jack Mee; Stephanie Mercandetti; Andy Rodenhiser; Richard Cornetta; Richard Landry; Nathaniel Mahonen
Subject: RE: Tri Valley Commons - Project Completion
Attachments: Inv_vac3239a_from_VacTone_Environmental_Services_LLC_4608.pdf; Inv_vac3238a_from_VacTone_Environmental_Services_LLC_688.pdf; Inv_1633870_from_MARKALOT_INC_14812.pdf

Susan/Bridget, I've attached documentation addressing cleaning of the storm water basin which should address that concern. Please let us know if you have any questions or need additional information.

Thanks,
John

John Kucich, P.E. | Associate



352 Turnpike Road | Southborough, MA 01772

P: 508-480-9900 | M: 508-341-1837 | jkucich@bohlereng.com

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From: Richard Landry [mailto:rl@landryarchitects.com]
Sent: Thursday, April 28, 2016 4:05 PM
To: Susan E. Affleck-Childs <sachilds@townofmedway.org>
Cc: John Kucich <jkucich@bohlereng.com>; Jack Mee <jmee@townofmedway.org>; Bridget Graziano <bgraziano@townofmedway.org>; Stephanie Mercandetti <smmercandetti@townofmedway.org>; Andy Rodenhiser <andy@rodenhiser.com>; Richard Cornetta <richard@cornettalaw.com>
Subject: Re: Tri Valley Commons - Project Completion

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**MARK-A-LOT.**

299 CENTRE STREET
HOLBROOK, MA 02343
(781) 767-1900 FAX: (781) 767-0333
www.markalot.com

Invoice

Date	Invoice #
3/31/2016	16-33870

BILL TO:

DIXON GENERAL CONTRACTING, INC
361 WEST MAIN STREET
NORTHBOROUGH, MA 01532

JOB LOCATION:

72 MAIN STREET
MEDWAY, MA

Due Date	P.O. No.	Terms	JOB NUMBER:
4/30/2016		NET 30	2016-35612
Description			Amount
JOB DATE: 4/27/2016			
PERFORMED THE POWER SWEEPING , HAND SWEEPING OF PARKING LOTS AND DUM DEBRIS ONSITE. 4 HOURS MINIMUM SWEEP @ \$125./PER HOUR			720.00
4 HOUR MINIMUM HAND SWEEP CORNERS @ \$55./PER HOUR			
PLEASE NOTE: OUR PRICE FOR THE WORK PERFORMED IS BASED ON PAYMENT BY CASH OR CHECK. IF PAYING BY CREDIT CARD A 3.5% PROCESSING FEE SHALL APPLY.			Total \$720.00
			Payments/Credits \$0.00
			Balance Due \$720.00

VacTone Environmental Services LLC.

Invoice

99 Muggett Hill Rd
Charlton, MA. 01507
508-304-4102

www.vactone.com

Date

Invoice#

4/28/2016

vac3238a

Bill To

Dixon Inc.
Matt Dixon
697 Hartford Ave.
Shrewsbury MA. 01545

Generator

72 Main St
Madway MA.

P.O. No.

W.O. #

Job

Item	Quantity	Description	Serviced	Amount
10916 Stmcptr	4	Vac out all catch basins and manholes. Vac out Stormceptor Parking Lot Drains/ Stormceptor Model: 900.0 Sales Tax		600.00 390.00 0.00

Payment due in 30 days, A \$50. surcharge will apply every month after 30 days.

Total

\$990.00

Phone # 508-304-4102

Fax # 508-276-0033

vactonemail@aol.com

VacTone Environmental Services LLC.

Invoice

99 Muggett Hill Rd
Charlton, MA. 01507
508-304-4102

www.vactone.com

Date

Invoice#

4/30/2016

vac3239a

Bill To

Dixon Inc.
Matt Dixon
697 Hartford Ave.
Shrewsbury MA. 01545

Generator

73 Main
Medway, Ma.

P.O. No.

W.O. #

Job

Item	Quantity	Description	Serviced	Amount
10904		Clean up swale in forebay		
001A	7	Truck Fees		1,365.00
labor	2	MA.Regulated Debris		220.00
	7	helper/2		525.00T
		Sales Tax		0.00

Payment due in 30 days, A \$50. surcharge will apply every month after 30 days.

Total

\$2,110.00

Phone # 508-304-4102

Fax # 508-276-0033

vactonemail@aol.com

Susan Affleck-Childs

From: Bouley, Steven <Steven.Bouley@tetrattech.com>
Sent: Monday, May 02, 2016 2:46 PM
To: Susan Affleck-Childs
Cc: Bridget Graziano
Subject: RE: Tri Valley Commons - Project Completion

Hi Susy,

I just got off the phone with Nathan Mahonen from Bohler Engineering. We spoke about the items on the punch list particularly the items from your April 27th email to Rich regarding the necessary items (1, 2, 3 and 5) be completed before temporary CO is issued. I will check on the cleaning items you speak about below tomorrow morning.

- Item 1: He stated the forebay was cleaned with vacuum truck and will later be further cleaned upon construction of the wall. I am expecting the basin will be partially filled tomorrow with the amount of rain we are receiving today so it may be a little difficult to see the results, I will let you know.
- Item 2: I will check on this tomorrow.
- Item 3: I would agree with Rich on the soil material piles on Lot C, their plan is to utilize the material in the stockpiles for construction of the wall and final grading of Lot C. Based on my conversation with Nathan, they are planning to complete the grading after the wall installation (1-2 months out). I agree that the grading should take place after the wall construction since that area is going to be disturbed during that construction and conducting the grading prior would lead to having to redo the work. Also, the addition of the haybales and erosion controls does add some mitigation of stormwater runoff so it isn't directly flowing into the wetland area. I'm ok with this approach but the board may feel differently.
- Item 5: They are planning to install the permanent fence/gate from the basin maintenance path to the current limit of the stone swale located in that general area. I believe the board only wanted a temporary fence so I don't see an issue with this.

Please let me know if you need anything else, thanks.

Steve

From: Susan Affleck-Childs [mailto:sachilds@townofmedway.org]
Sent: Monday, May 02, 2016 1:48 PM
To: Bouley, Steven <Steven.Bouley@tetrattech.com>
Cc: Bridget Graziano <bgraziano@townofmedway.org>
Subject: FW: Tri Valley Commons - Project Completion

Hi Steve,

Passing these along to you. Seems like they are making some progress.

I think I will add this to the agenda for tomorrow night's extra PEDB meeting.

Rich Landry told me today that the temporary fencing will be installed on Tuesday. He feels strongly that the piles of dirt on the other site cannot be moved right now as they are needed for construction of the retaining wall.

I realize that you were not planning to attend as the agenda topics are zoning amendments and Exelon. But would you be able to visit the site Tuesday afternoon and send me a report on the status of the various items so we can have it for the meeting?

Susy

Susan E. Affleck-Childs
Planning and Economic Development Coordinator

Town of Medway
155 Village Street
Medway, MA 02053
508-533-3291
sachilds@townofmedway.org

Town of Medway – *A Massachusetts Green Community*

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From: John Kucich [<mailto:jkucich@bohlereng.com>]
Sent: Monday, May 02, 2016 6:52 AM
To: Susan Affleck-Childs; Bridget Graziano
Cc: Jack Mee; Stephanie Mercandetti; Andy Rodenhiser; Richard Cornetta; Richard Landry; Nathaniel Mahonen
Subject: RE: Tri Valley Commons - Project Completion

Susan/Bridget, I've attached documentation addressing cleaning of the storm water basin which should address that concern. Please let us know if you have any questions or need additional information.

Thanks,
John

John Kucich, P.E. | Associate



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ENGINEERING

352 Turnpike Road | Southborough, MA 01772
P: 508-480-9900 | M: 508-341-1837 | jkucich@bohlereng.com
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Susan Affleck-Childs

From: Bouley, Steven <Steven.Bouley@tetrattech.com>
Sent: Tuesday, May 03, 2016 4:16 PM
To: Andy Rodenhiser; Bridget Graziano
Cc: Susan Affleck-Childs
Subject: RE: Tri Valley Commons - Project Completion

Hello All,

Andy: I believe the rip-rap and silt fence was placed there as an erosion control after the fact since erosion at the site was more intense than previously thought during the planning process. I believe the drain at the top of that rip-rap adjacent to the driveway was placed to help mitigate stormwater which was flowing through the curb cut at that location and down the hill causing erosion into the basin. That structure was not approved and was not shown on their phasing plan but they do need something at that location to mitigate runoff since it's the low spot in the driveway and the location of the future driveway expansion into Lot C. The applicant may have to install a more permanent structure at that location if it is intended to remain for any lengthy period of time (schedule of Lot C development may be requested). If that structure is to remain for years they may want to install a deep sump hooded catch basin along with the proposed Stormceptor (DMH-H) on Lot C or provide documentation that the existing condition is not adversely affecting the proposed drainage design. Bohler should be able to speak to this at the meeting if they are attending.

It appears a majority of the sediment was removed from the forebay last week by Vactor truck. They will need to sweep the site again as there is a lot of tracking of loam around the site. I would also recommend they spray the bare areas of the site ASAP to establish cover as quickly as possible, any extended period of rain or a heavy rain event is going to cause damage to those bare areas and this process will start again. The rain also helped point out some low spots in the driveway that should be taken care of as well. I am going to revise the punch list to include a few more items from my inspection today.

Please let me know if you have any further questions, thanks.

Steve

From: Andy Rodenhiser [mailto:Andy@rodenhiser.com]
Sent: Tuesday, May 03, 2016 8:50 AM
To: Bridget Graziano <bgraziano@townofmedway.org>; Bouley, Steven <Steven.Bouley@tetrattech.com>
Cc: Susan Affleck-Childs <sachilds@townofmedway.org>
Subject: Re: Tri Valley Commons - Project Completion

Look at the fabric when your on site. The pile is eroding into the rip rap. That drainage structure in the pics, is that approved? The piping to the fore bay?

Andy Rodenhiser
President
Rodenhiser Plumbing, Heating, A/C and Electrical

On May 3, 2016, at 8:44 AM, Bridget Graziano <bgraziano@townofmedway.org> wrote:

<image001.jpg>

<image002.jpg>

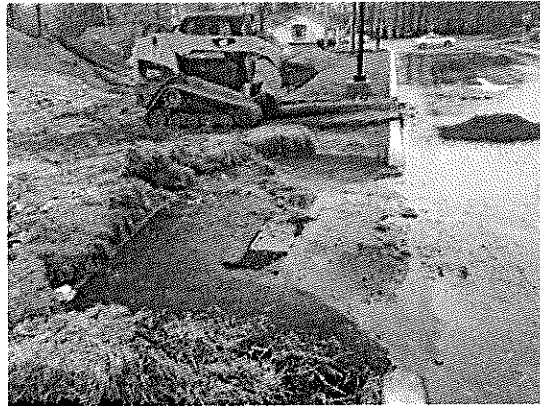
<image003.jpg>

Susan Affleck-Childs

From: Bridget Graziano
Sent: Tuesday, May 03, 2016 3:44 PM
To: John Kucich; Susan Affleck-Childs
Cc: Jack Mee; Stephanie Mercandetti; Andy Rodenhiser; Richard Cornetta; Richard Landry; Nathaniel Mahonen; Steve Bouley
Subject: RE: Tri Valley Commons - Project Completion

John,

Here are my comments from today's site visit.



Unknown work on site - worker in mini bobcat tracking new soils onto pavement (parking areas), bales are destroyed, soils pile on parking area after cleaning on 4/27/16 (?), orange peels in storm grates (?). This needs to be cleaned and reported on what work is taking place here at this time.



Unstable slope washing into parking areas. Needs to be fixed, seeded and stabilized.



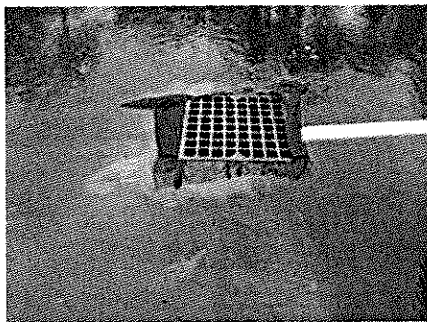
Unstable slope eroding into parking areas. Needs to be fixed, seeded and stabilized.



Looks like more sediments in parking lot. Needs to be remedied, as noted above. Not sure if someone is trying to hand sweep.



Not a conservation issue but possibly Building or Planning (incomplete work)?



Seems to be some hydrocarbons around cb's. Typical from cars but keep eye on.

Parking Lot needs to be swept again. Additionally, our office is now requesting a report be sent to the Commission on work taking place on site, since our office was unaware of work beginning within in our jurisdiction again with no reports (Conditions #48) and the sediment and erosion issues for the retaining wall construction not yet addressed. Please send report on site work prior to May 6th, 2016.

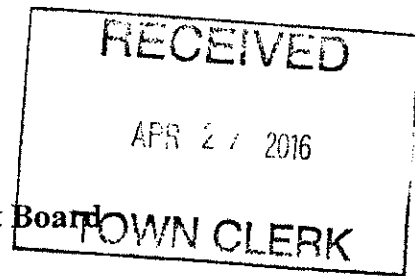
Also, Steve and I spoke about our site visit findings today which will be reported to our Boards and Commissions for review. We agree there are outstanding issues still.

Thank you,

**Town of Medway
Conservation Commission
Bridget Craziano, Agent
155 Village Street**



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



*Andy Rodenhiser, Chairman
Robert K. Tucker, Vice-Chairman
Thomas A. Gay, Clerk
Matthew Hayes, P.E.
Richard Di Iulio*

MEMORANDUM

April 27, 2016

TO: Maryjane White, Town Clerk
Town of Medway Departments, Boards and Committees

FROM: Susy Affleck-Childs, Planning & Economic Development Coordinator

RE: **Public Hearing Continuation – Exelon Site Plan, 34 West & 9 Summer Streets**
CONTINUATION DATE: Tuesday, May 3, 2016 at 7:15 p.m.
LOCATION: Medway Town Hall – Sanford Hall, 155 Village Street

At its meeting on April 26, 2016, the Planning and Economic Development Board voted to continue the public hearing on the application of Exelon West Medway LLC and Exelon West Medway II, LLC of Kennett Square, PA for major site plan approval of the proposed Exelon expansion project to Tuesday, May 3, 2015 at 7:15 p.m. in Sanford Hall at Medway Town Hall, 155 Village Street.

The proposed project is for an expansion of the existing three-turbine, oil fired, 135 mega-watt West Medway Station peak power generating facility located at 34 West and 9 Summer Streets. The planned expansion entails the construction of two 100-megawatt (MW) simple-cycle, fast-starting, peaking electric combustion turbine generators and associated equipment and appurtenances on approximately 13 acres of the 94 acre property. Each of the two stacks will be 160' tall. The generators will run primarily on natural gas using low sulfur diesel oil as a back-up.

The project will interconnect with Eversource via an approximately 1,200 linear foot overhead circuit from a transformer to the Eversource switchyard on the western portion of the Property utilized and controlled by Eversource through an easement agreement. The energy generated by the project will be distributed by Eversource to the Southeast Massachusetts/Rhode Island ISO load zone to help meet energy demand during peak times.

The project includes a control/administration and facility services building, a trailer-mounted demineralizer system, an enclosed gas compressor station, a one-million gallon fuel oil tank, a 500,000 gallon service water tank, a 450,000 gallon demineralized water storage tank, a 12,000 gallon fully-diked and covered aqueous ammonia storage tank, advanced emissions control equipment, and a perimeter access road. Access to the site will be controlled via a motorized security gate located off the relocated main site access driveway from Summer Street. The proposed facility will also include full acoustical enclosures for the gas turbines and generators, a 55' high noise wall, and a full complement of acoustical controls. A 3,080 linear foot lateral interconnection to the existing Algonquin Gas pipeline is also planned along with an associated 14' x 50' building to contain flow control and metering equipment, and a 12' by 16' building to contain gas monitoring and analysis equipment.

If you have not yet reviewed the project proposal and wish to provide comments, please do so at your earliest convenience.

Telephone: 508-533-3291 Fax: 508-321-4987
planningboard@townofmedway.org

Susan Affleck-Childs

From: Adam and Sara Houser <housers@gmail.com>
Sent: Wednesday, March 23, 2016 10:01 AM
To: Planning Board
Subject: Exelon Site Plan Public Hearing
Attachments: Page 6 from Exelon Major Site Plan Set.pdf; Pages 52 from Exelon Major Site Plan - Traffic Report.pdf

To whom it my concern,

I attended the first of the Public Hearing on the Exelon Site Plan on March 22nd. I wanted to follow-up with documentation on one of my questions to the Board. I mentioned that in the site plan I noticed a primary oil truck staging area clearly indicated on page 52 of the Exelon's Major Site Plan - Traffic Report that it will be off of the paved road surface and along the new access road, both inside and outside the gated area. On page 6 of the the Major Site Plan Set, this area is also designated as snow storage area which I assume would not allow trucks to be staged there. If you recall, Exelon indicated the staging area would be on the paved road surface during the hearing. You might also notice that the plans are inconsistent, so perhaps one is out of date.

This may be a question more suited for ConComm, but having the snow storage area directly in front of the river front buffer and wetlands could mean that all the road treatment and oil tanker runoff while trucks are staged and other contaminates contain in the snow from around the facility would be melting and potential draining into the wetlands.

I have attached the two pages I have referenced from the Site Plan documents.

Thanks for hold the public forum and allowing the residents to ask questions.

Adam Houser

PREPARED FOR:

**Exelon West
Medway, LLC and
Exelon West
Medway II, LLC**

300 Exelon Way
Kannett Square, PA 19346

LOCATION MAP
FEB 09, 2018

**FOR PERMITTING
ONLY**

PREPARED BY:

BEALS & THOMAS, INC.
Civil Engineers • Landscape Architects
Environmental Scientists

BEALS AND THOMAS, INC.
1441 Main Street
Medway, MA 01948
Tel: 508.336.0500 | www.btsweb.com

DATE	DESCRIPTION
02/09/2018	PRELIMINARY
02/09/2018	REVISED

PROJECT:

**WEST MEDWAY II
FACILITY**

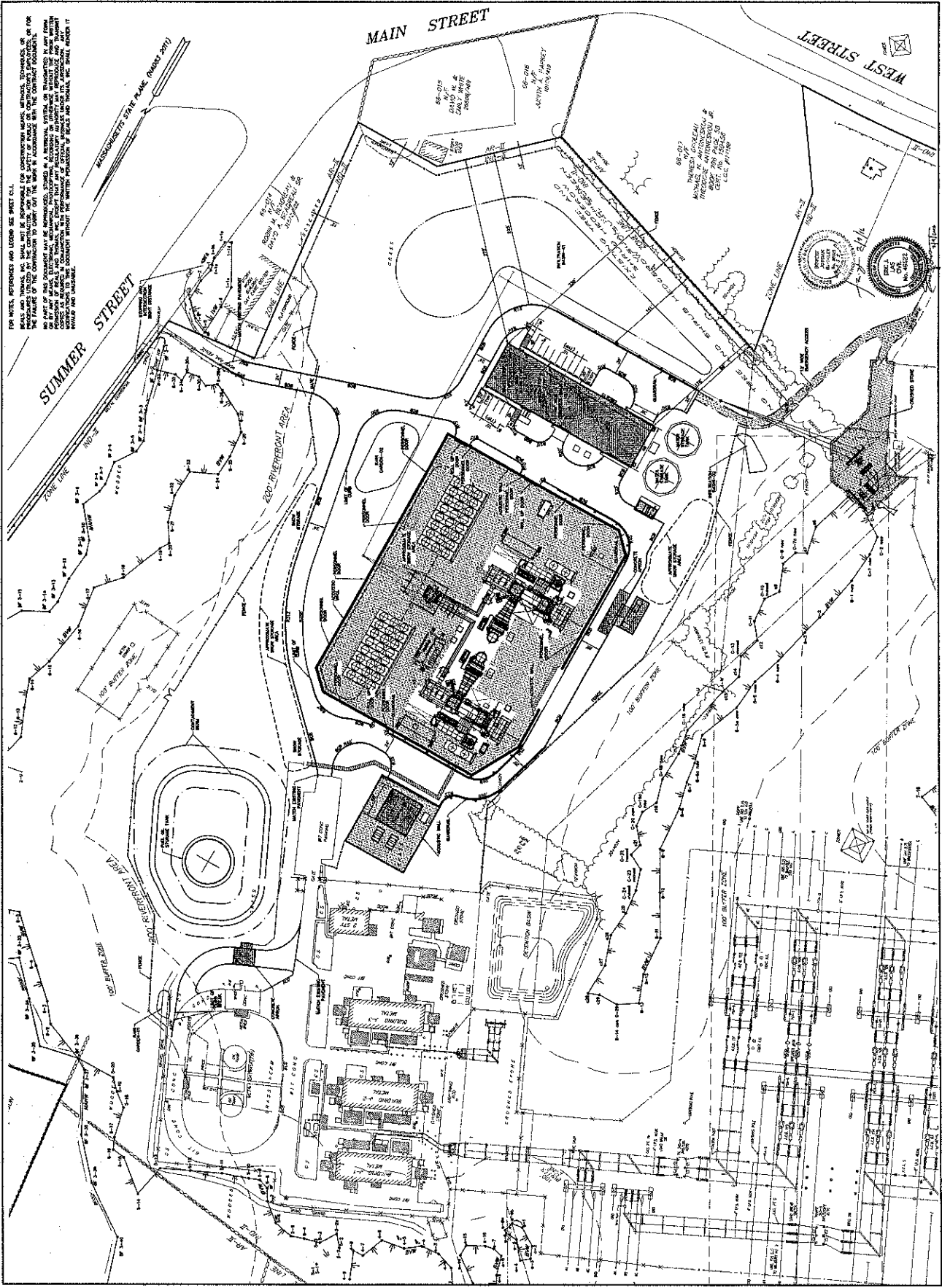
MEDWAY, MASSACHUSETTS

SCALE: 1" = 80' DATE: FEBRUARY 09, 2018

SHEET NO. 1222-11
SHEET PLAN NO. 1222-11-002

**LAYOUT AND
MATERIALS PLAN**

C3.1





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

MEMORANDUM

April 21, 2016

TO: PEDB Members
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Exelon Expansion Project

Bob Tucker raised some questions during the first Exelon public hearing on 3-22-16 about two buildings shown on Sheet C6.1 of the Exelon site plan set. I believe he was concerned that these buildings were not fully included in the site plan application documents and that the information about them was not complete.

Here is some additional information.

1. The proposed buildings are to be located on Parcel 56-003, 61R Milford Street. This parcel is specifically identified in the Exelon site plan application documents as one of the six parcels on which the Exelon expansion and associated site improvements will take place.
2. According to the Medway Assessors' office, the property is owned by Boston Edison Company – NSTAR Services/Property Tax Department, PO Box 270, Hartford, CT 06141. NOTE – Now known as Eversource. The property is described as electric right of way.
3. Three of the other 5 parcels comprising the Exelon project are also owned by Boston Edison/ NSTAR/Eversource as follows:

Parcel 56-001	65 Milford Street
Parcel 56-002	0 Milford Street
Parcel 56-004	53R Milford Street

4. The description of the proposed buildings is included in the Exelon project narrative, page 2-3, as part of the site plan application. The narrative is posted at the PEDB web page and was provided to you in the board packet for the 3/22/16 hearing. One building is 14' by 50' in size and will house flow control and metering equipment. The other building is 12' x 16' and will house gas monitoring and analysis equipment. Both buildings are associated with the proposed installation of a 3,080 linear foot extension of a natural gas service lateral line. The area in which the buildings are located is referred to as the proposed meter station; that area is 190' by 110' in size.
5. The project description included in the Exelon expansion site plan public hearing notice identified these buildings and the gas line extension as part of the overall project.

6. The public hearing notice for the Exelon project was sent to abutters within 300' of Parcel 56-003, 61R Milford Street.
7. The site plan application for the Exelon expansion project was signed by Todd Cutler, Assistant Secretary, Exelon West Medway LLC as the major property owner. It was not signed by a representative of Boston Edison/NSTAR/Eversource.
8. The applicant has been asked to provide a letter from Boston Edison/NTAR/Eversource to acknowledge Exelon's site plan application to the Town and to describe the status of the discussions/negotiations whereby Boston Edison/NSTAR/Eversource would authorize Exelon to build the proposed buildings and run the extension of the natural gas service lateral line on the subject parcel.
9. On 4/21/16, the applicant submitted a revised site plan which provides additional information about the buildings and gas line extension. Beals and Thomas, the applicant's engineer, will review that information with you at the 4/26/16 PEDB meeting.



T 508.366.0560
F 508.366.4391
www.bealsandthomas.com
Regional Office: Plymouth, MA

April 21, 2016

Mr. Andy Rodenhiser, Chair
c/o Susan Affleck-Childs, Planning & Economic Development Coordinator
Town of Medway Planning & Economic Development Board
155 Village Street
Medway, MA 02053

Via: email to sachilds@townofmedway.org and FedEx

Reference: Amended Documentation
West Medway II Facility
West Street and Summer Street
Medway, Massachusetts
B+T Project No. 1422.10

Dear Chairperson Rodenhiser and Members of the Board:

On behalf of the Applicant, Exelon West Medway, LLC and Exelon West Medway II, LLC, Beals and Thomas, Inc. respectfully submits the enclosed amended site plans and stormwater management information related to the Major Site Plan Review Application for the West Medway II Facility (the Project).

As requested, we have provided eight (8) full-size copies and one (1) reduced-size copy of the amended plan set, as well as two (2) copies of the amended stormwater management information. Concurrently, this documentation is also being submitted to the Conservation Commission as part of the Project's Notice of Intent application.

Amendments to the site plans consisted of general revisions, and also the addition of information specifically requested by the Board. To aid in your review of the amended plans, the most notable revisions are summarized below:

- The 20-foot, L-shaped sound wall in the vicinity of the day care center has been added to the site plan set.
- Detailed design information, including stormwater management, for the proposed gas metering station has been added to the site plan set.
- Stormwater management information for the proposed gas metering station has been incorporated into the amended drainage calculations.
- Minor refinements have been made to the proposed gas service lateral route.
- The proposed rain garden in the vicinity of the existing fuel oil storage tanks was removed, and has been replaced by a single catch basin, which is connected to the primary infiltration basin.

Mr. Andy Rodenhiser, Chair
Town of Medway Planning & Economic Development Board
April 20, 2016
Page 2

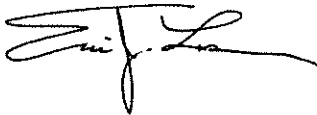
- A wetland replication area has been added to the plans, and a separate Wetland Replication Plan (C10.1) has been included in the site plan set.
- An additional Site Preparation and Erosion Control Plan (C2.2) has been included in the site plan set.

We will review the site plan and stormwater report revisions with the Board in further detail at the next scheduled public hearing on April 26, 2016.

Should you have any questions regarding this matter or require additional information, please contact us at (508) 366-0560. We thank you for your consideration of these amended documents and look forward to discussing this matter further at our hearing with the Board on the 26th.

Very truly yours,

BEALS AND THOMAS, INC.



Eric J. Las, PE, LEED AP
Principal

Enclosures

MKS/ejl/cp/142210LT003

Assessor's Map/ Lot: 56-001, 56-002, 56-003, 56-004, 66-012, 66-013
Zoning District: Agricultural Residential II & Industrial II

**Exelon West Medway, LLC and
Exelon West Medway II, LLC
300 Exelon Way
Kennett Square, PA 19348**

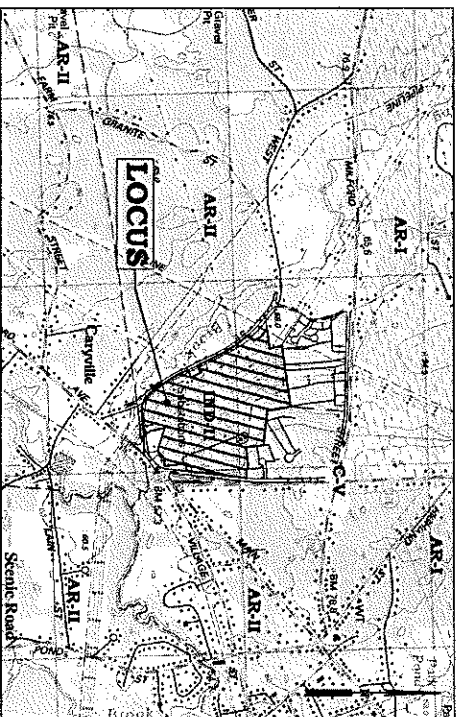
BEALS + THOMAS
Civil Engineers • Landscape Architects •
Land Surveyors • Planners •
Environmental Specialists

Reservoir Corporate Center
144 Turnpike Road
Southborough, Massachusetts 01772



Position

3 Clock Tower Place #250
Maynard, MA 01754



Site Context Plan

Scale: 1" = 1000'

Permit Plan Set - February 09, 2016
Revised Permit Plan Set - April 21, 2016

Prepared By: Beals + Thomas

CL1	Cover Sheet
TP-1-TP-2	Notes, References and Legend
C2.1-C2.2	Topographic Plan
C3.1	Site Preparation and Erosion Control Plan
C4.1	Layout and Materials Plan
C5.1	Grading and Drainage Plan
C6.1	Utilities Plan
C7.1	Natural Gas Pipeline Layout Plan
C7.2	Landscape and Lighting Plan
C8.1	Landscape and Lighting Notes and Details
C9.1-C9.5	Photometric Plan
C10.1	Site Details
A1.1	Wetland Mitigation Plan and Details
A1.2	Control Admin and Facility Service Building Plan
	Control Admin and Facility Service Building Elevation

Job No.: 1422.10
Plan No.: 142210P015B-001
Sheet 1 of 21

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DEBARK, SHAKES AND OTHERS, AND AT UPSTREAM DICES OF ALL DEBARKING FACILITIES.

NO RIVER SPECIAL PAYS SHALL BE AVAILABLE AT THE OUTLETS FOR ALL CEMENTS DISCHARGING INTO A RIVER OR TO A WATERWAY.

CONCRETE CARS SHALL BE EXPOSED SO AS TO PREVENT ANY UNLAWFUL UNLAWFUL FROM CRIMINAL THEFTS.

ADDITIONAL SHIP BILLS SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE COMMISSIONER OF THE DEPARTMENT.

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P. 3 /

RECEIVED
JAN 10 1916
U. S. DEPT. OF AGRICULTURE
BUREAU OF PLANT INDUSTRY

RECEIVED
JAN 10 1916
U. S. DEPT. OF AGRICULTURE
BUREAU OF PLANT INDUSTRY

**Exelon West
Medway, LLC and
Exelon West
Medway II, LLC**
300 Exelon Way
Kennett Square, PA 19348

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144 Turnpike Road
Southborough, Massachusetts 01792-2104
T 508-366-0560 | www.btiweb.com

	CA	

1	04/21/2015	FOR DATE ONLY
2	02/09/2016	FIRST ISSUE
3	ISSUE DATE	DESCRIPTION

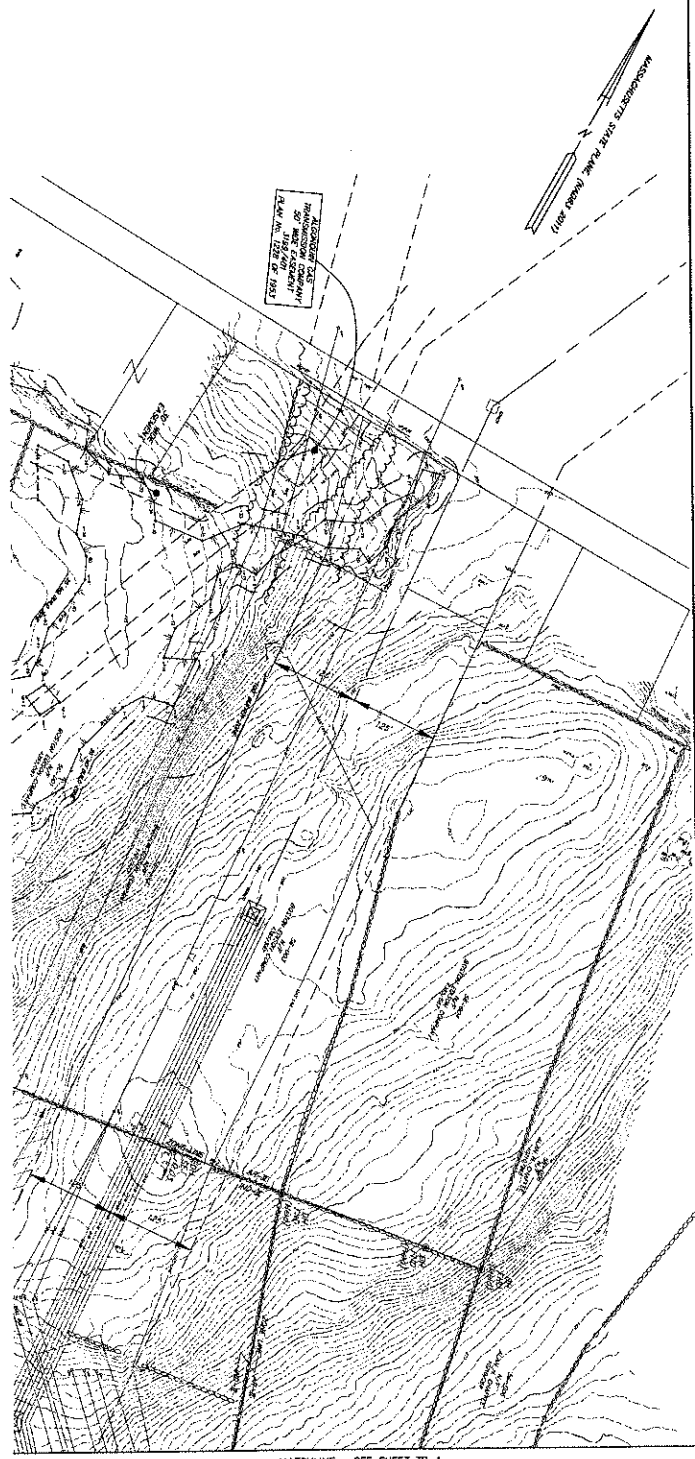
Project:
WEST MEDWAY

SCALE: AS NOTED DATE: FEBRUARY 09, 2011

NOTES, REFERENCE
AND LEGEND

911 PLAIN RD.
14221060158--002

TOP OF INLAND BANK/MEAN ANNUAL
HIGH WATER FLAG PROVIDED BY EPSILON
ASSOCIATES, LINE 2034



LEGEND

100' WATER ZONE	DRY LINE/CHANNEL	1	0.000
200' EMBANKMENT AREA	DRY LINE/CHANNEL	2	0.000
MINOR CONTIGUA	CLAYED BUSH	3	0.000
MAJOR CONTIGUA	FLAED SHO/VENT	4	0.000
SPOT ELEVATION	GAS LINE/CAVE	5	0.000
EDGE OF WATER	WATER LINE/CAVE	6	0.000
UNIT OF 2014 SURVEY	HIGHWAY	7	0.000
UNIT OF 2015 SURVEY	TECHNICAL SURVEY	8	0.000
AN CONTINUING UNIT	DRY LINE/CHANNEL	9	0.000
BRITANNIUM CONCRETE	OVERHEAD WIRE	10	0.000
BENCHMARK	OVERHEAD WIRE	11	0.000
CONCRETE	LIGHT POLE	12	0.000
COMPACTED METAL PIPE	UTILITY POLE	13	0.000
UNGRADED STONE	CLAY WIRE	14	0.000
COMPACTED POLYETHYLENE	POST	15	0.000
DOUBLE CLATCH BUSH	REBAR POST	16	0.000
DEEP INLET	ANCHORING WALL	17	0.000
EDGE OF PAVEMENT	CHAIN LINK FENCE	18	0.000
GAS METER	POST AND RAIL FENCE	19	0.000
HEAD WALL	CONCRETE CURB	20	0.000
RECORD DIMENSION	CRANITE CURB	21	0.000
REINFORCED CONCRETE FIRE	BRITANNIUM CONCRETE BUSH	22	0.000
SURVEY DIMENSION	TREE LINE	23	0.000
STOCK	STONE WALL	24	0.000
ELECTRIC TRANSFORMER	BUILDING	25	0.000
	BOUNDARY OF ADJACENT	26	0.000
	VEGETATED WETLAND PROVIDED	27	0.000
	BY EPSILON ASSOCIATES JUNE, 2014	28	0.000
	BOUNDARY OF ISOLATED VEGETATED	29	0.000
	WETLAND PROVIDED BY EPSILON	30	0.000
	ASSOCIATES JUNE, 2014	31	0.000
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	HIGH WATER FLAG PROVIDED BY EPSILON	33	0.000

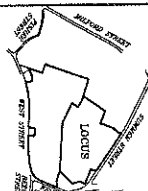
NOTES

- 1) THIS PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND USING A ZEISS ELTA TOTAL STATION ON OR BETWEEN SEPTEMBER 1998 AND DECEMBER 16, 2013.
- 2) AERIAL TOPOGRAPHY BY C&C-C&T, INC.
- 3) ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD83).
- 4) MADES HORIZONTAL COORDINATE SYSTEM ESTABLISHED BY GCS-ONTARIO METHODS.
- 5) ZONING CLASSIFICATION
RURAL/RESIDENTIAL DISTRICT "R-1 (R-1)"
INDUSTRIAL DISTRICT (IND-1)
- 6) WETLANDS SHOWN PROPOSED BY EPPSON ASSOCIATES, INC., DELINEATED MAY, JUNE AND OCTOBER 2013, REVERSED AUGUST AND OCTOBER, 2015. NOT ALL WETLANDS HAVE BEEN CONFIRMED BY THE MEDWAY CONSERVATION COMMISSION.
- 7) THE PARCEL SHOWN IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON "FLOOD INSURANCE RATE MAP NORFOLK COUNTY, MASSACHUSETTS (AL) JURISDICTION" PAGE 139 OF 152. MAP NUMBER 25021003E EFFECTIVE DATE JULY 17, 2010.
- 8) RECORD UTILITIES SHOWN TAKEN FROM PLANS ENTITLED: "MAIN STREET AND WEST STREET WATER MAIN AND STORMWATER IMPROVEMENTS DATED SEPTEMBER 2013" AND PREPARED BY WESTON AND STREET CONSULTANTS INC. 4% GRADE ADJUSTMENT FOR THE MADES INDUSTRIAL PARK SKEIN EXTENSION DATED MAY 12, 2006. LAST REVISED FEBRUARY 16, 2008 AND PREPARED BY LATA & HOWARD INCORPORATED.



PREPARED FOR:

**Exelon West
Medway, LLC and
Exelon West
Medway II, LLC**
300 Exelon Way
Konnelt Square, PA 19340



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WEST MEDWAY I FACILITY

SCALE: N/A DATE: FEBRUARY 09, 2011

THE UNIVERSITY OF CHICAGO

3+Y JOB NO. 142210

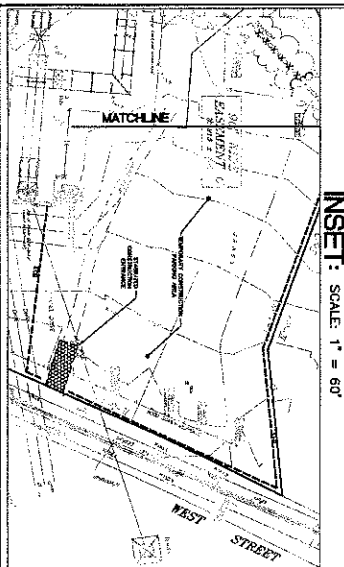
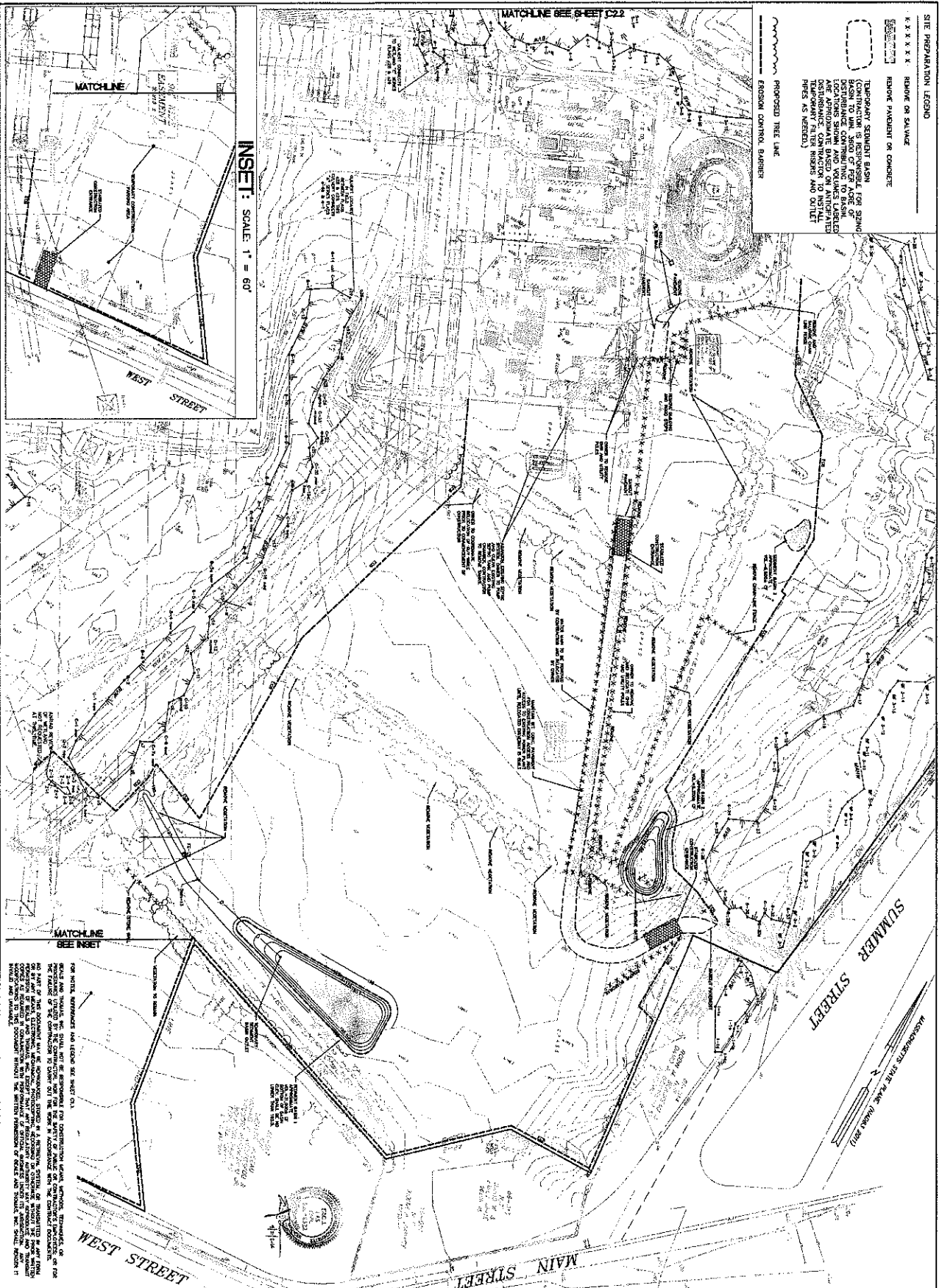
SITE PREPARATION LEGEND

XXXXX REMOVE OR SALVAGE

REINFORCEMENT OR CONCRETE

TEMPORARY SEWAGE BASIN
(CONTRACTOR IS RESPONSIBLE FOR SPACING TO THE END OF THE AREA OF THE BASIN TO BE REMOVED OR SALVAGED. LOCATIONS SHOWN AND VOLUMES LABELED ON DRAWING ARE BASED ON AVERAGE DISCHARGE OF THE BASIN AND OUTLET PIPES AS NOTED.)

PROPOSED TREE LINE
EROSION CONTROL BARRIERS

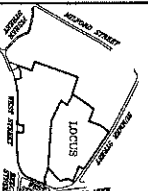


FOR NOTES, REFERENCES AND LEGEND SEE SHEET C-1.
SOLID AND THICK LINE SHALL NOT BE RESPONSIBLE FOR EXISTING OR PROPOSED LOT LINES, EASEMENTS, OR FOR THE LOCATION OF THE PROPERTY TO BE REMOVED OR SALVAGED. THE LOCATION OF THE PROPERTY TO BE REMOVED OR SALVAGED SHALL BE DETERMINED BY THE CONTRACTOR TO COMPLY WITH THE CITY OF MEDFORD, MASSACHUSETTS, RECORDS AND MAPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDFORD, MASSACHUSETTS, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC SAFETY, BEFORE BEGINNING ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDFORD, MASSACHUSETTS, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC SAFETY, BEFORE BEGINNING ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDFORD, MASSACHUSETTS, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC SAFETY, BEFORE BEGINNING ANY WORK.

PREPARED FOR:

Exelon West
Medway, LLC and
Exelon West
Medway II, LLC
300 Exelon Way
Boston, MA 02114

LOCUS MAP



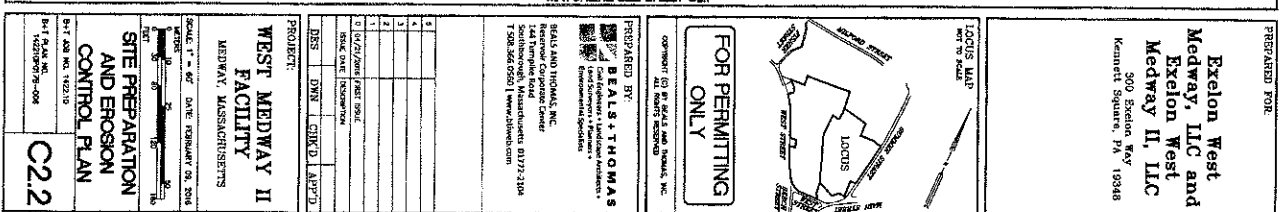
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DESIGNED BY: BEALS & THOMAS

BEALS AND THOMAS, INC.
145 Tupper Street
Southborough, Massachusetts 01772-2104
1.508.350.0500 | www.btsinc.com

1	1	1	1
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9	9	9	9
10	10	10	10

WEST MEDWAY II
FACILITY
MEDFORD, MASSACHUSETTS
SHEET NO. C-21
DATE: 08/14/2010
SCALE: 1" = 60'
SHEET PREPARED BY: B&T
SHEET CHECKED BY: B&T
SHEET DESIGNED BY: B&T
SHEET DRAWN BY: B&T
SHEET INCHES: 11x17
SHEET WEIGHT: 100lb
SHEET COLOR: White
SHEET FINISH: Matte
SHEET LABEL: C-21
SHEET NUMBER: 1 of 1



B-1 ALAR INC 14221P-0175-006	B-1 AOB INC 142215
---------------------------------	--------------------

C2.2

**Exelon West
Medway, LLC and
Exelon West
Medway II, LLC**
300 Exelon Way
Kennett Square, PA 19348



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Land Surveyors • Planners &
Environmental Specialists

DES	DWN	CHKD	APP'D
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WEST MEDWAY II
FACILITY
MEDWAY, MASSACHUSETTS

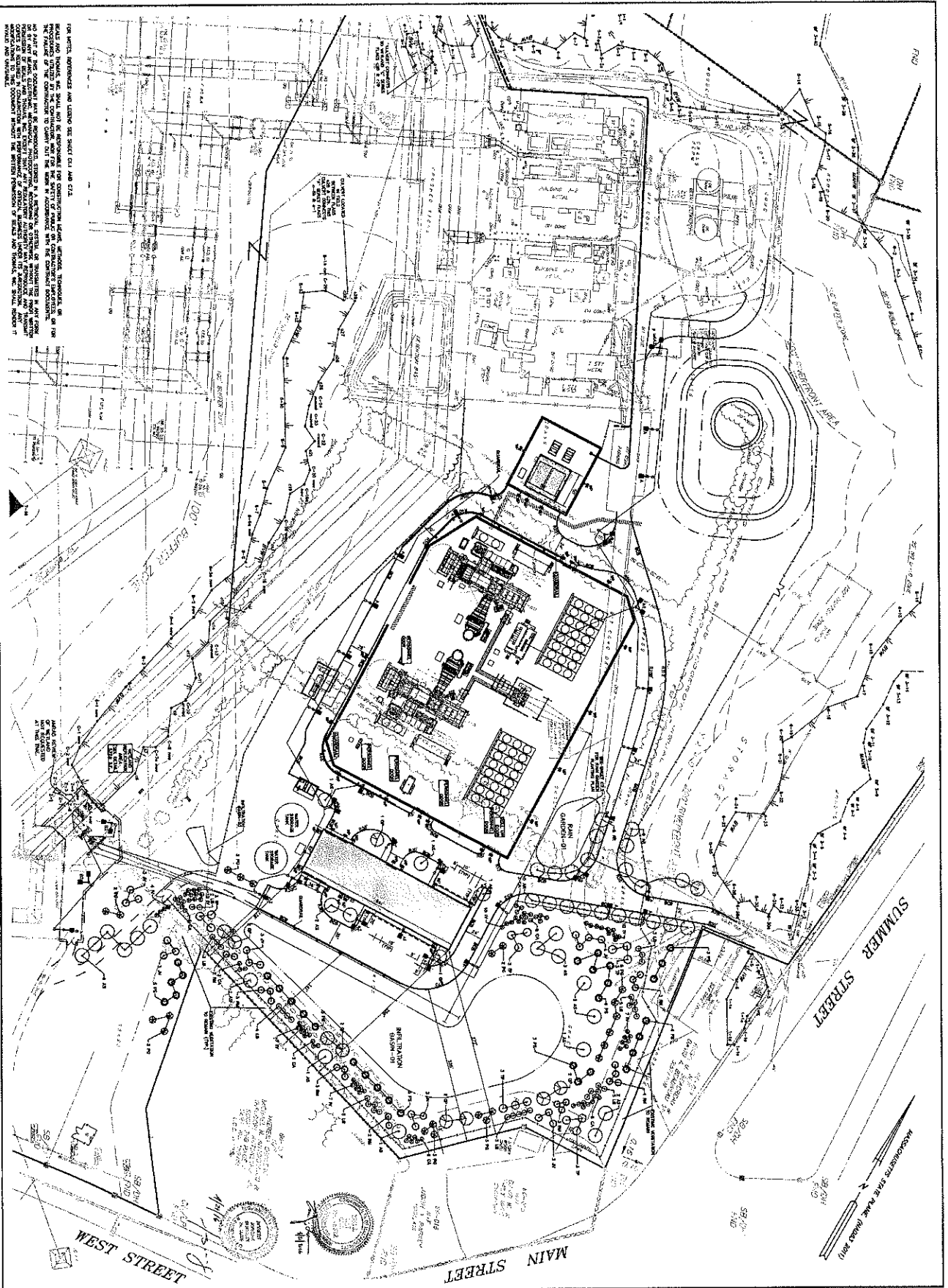
SCALE 1" = 60' DATE FEBRUARY 06, 2006

LETTERS
Feet
0 50 100 200

NATURAL GAS
PIPELINE
LAYOUT PLAN

B-17 AND NO. 142210
B-17 PLM NO.
142209719-003

C61.1



FOR PERMITTING ONLY

LOCUS MAP

PREPARED FOR:

Exelon West Medway, LLC and Exelon West Medway II, LLC

300 Exelon Way
Kennett Square, PA 19348

FOR PERMITTING ONLY

LOCUS MAP

PROJECT:

WEST MEDWAY II FACILITY

MEDWAY, MASSACHUSETTS

SCALE: 1" = 40'

DATE: FEBRUARY 06, 2008

BY: J. D. NO. 12213

12213/06-00

C7.1

DESIGNED BY:

REALS-THOMAS

Landscaping & Irrigation

1000 Corporate Center

Southborough, Massachusetts 01772-2104

T 508.365.0300 | WWW.REALS-THOMAS.COM

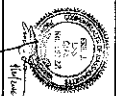
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LOCUS MAP

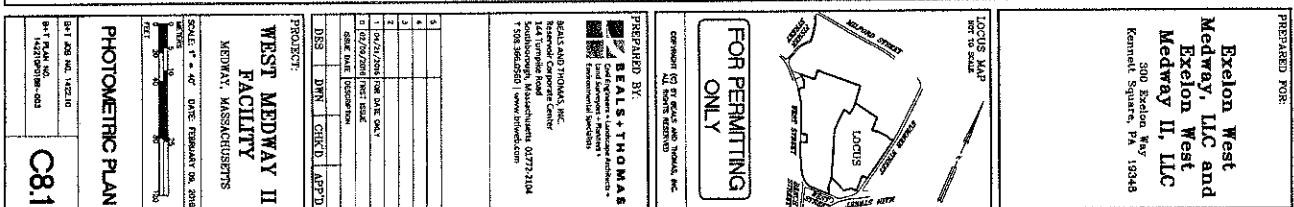
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AGENCY OR ANY
OTHER AGENCY.

CORRELATE									
STATUS	NAME	COUNTRY	ORGANIZATION	ADDRESS	DATE	NAME	UNCLASSIFIED	DATE	REMARKS
0	A	27	DEF. SEC.	DEF. SEC. (U.S. DEPT. OF DEFENSE) WASHINGTON, D.C. 20301	1968	1	1968	0.5	45.3
0	A	3	DEF. SEC.	DEF. SEC. (U.S. DEPT. OF DEFENSE) WASHINGTON, D.C. 20301	1968	2	1968	0.5	18.7
0	B	1	DEF. SEC.	DEF. SEC. (U.S. DEPT. OF DEFENSE) WASHINGTON, D.C. 20301	1968	1	1968	0.5	12.6
0	2	3	DEF. SEC.	DEF. SEC. (U.S. DEPT. OF DEFENSE) WASHINGTON, D.C. 20301	1968	2	1968	0.5	22.4
0	3	3	DEF. SEC.	DEF. SEC. (U.S. DEPT. OF DEFENSE) WASHINGTON, D.C. 20301	1968	1	1968	0.5	4.7



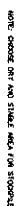
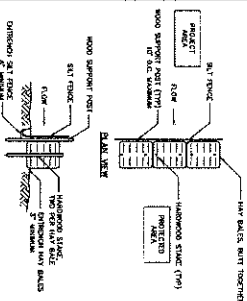
LANDSCAPE AND LIGHTING NOTES AND DETAILS	8+7 JOB NO. 142210	C7.2
8+7 PLAN NO. 14221010a-002		



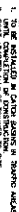
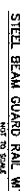
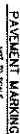
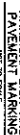
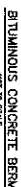
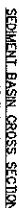


THE EXISTING SHALL BE MAINTAINED IN A CONDITION WHICH WILL PERMIT TRAVEL ON FLOTTING OF SEDIMENT OVER EXISTING ROAD. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDITIONAL LENGTH AS CIRCUMSTANCES DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SETTLED, DROPPED, WASHED OR TRACKED ONTO EXISTING ROAD SHALL BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE



SOIL STOCKPILE

BAG
CSCS[illegible]

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Land Surveyors + Planners +
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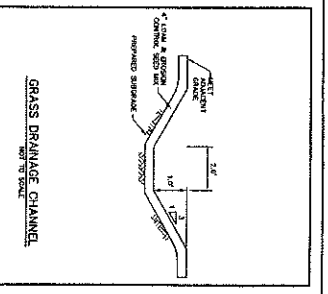
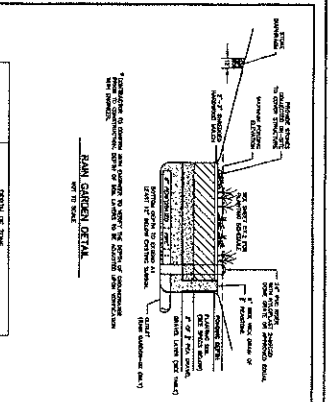
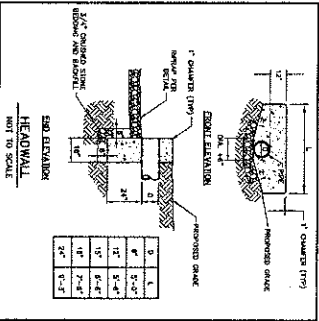
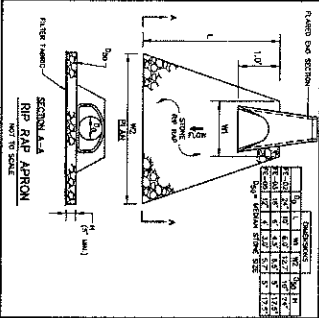
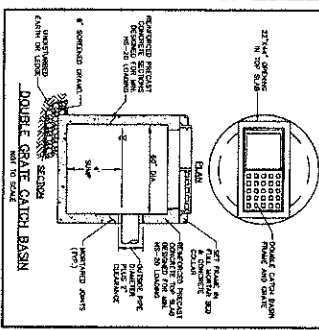
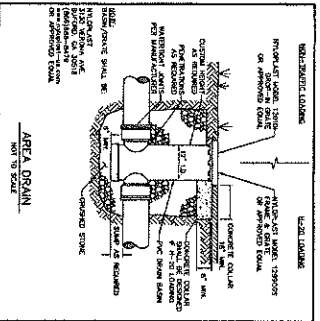
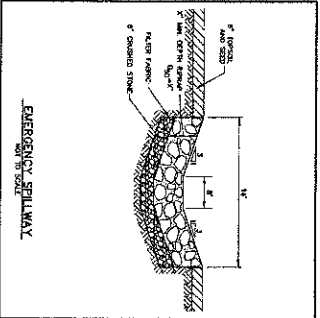
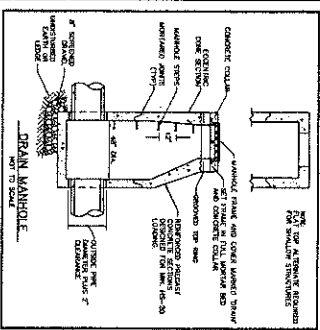
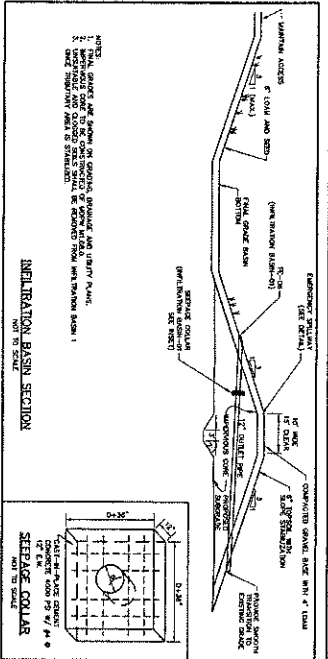
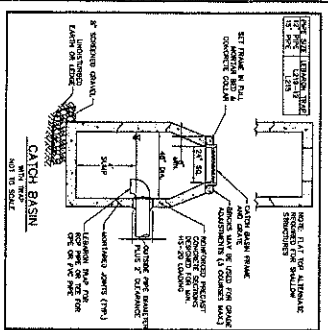
PROJECT

**WEST MEDWAY
FACILITY**
MEDWAY, MASSACHUSETTS

SCALE: AS NOTED DATE: FEBRUARY 09, 2011

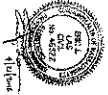
SITE DETAILS

C9.1
B-1 PLAIN HQ.
142210P0158-001



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MEDFORD STANDARDS.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE.
6. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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12. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER.



FOR NOTES, REFERENCES AND LEGEND SEE SHEET C1.

SCALE: AS NOTED DATE: FEBRUARY 08, 2018

FOR PERMITTING ONLY

PREPARED BY: **BEALS & THOMAS**

300 Exelon Way
Kennett Square, PA 19348

PROJECT: **WEST MEDWAY II FACILITY**
MEDWAY, MASSACHUSETTS

SITE DETAILS

SCALE: AS NOTED DATE: FEBRUARY 08, 2018

BY: DAVID L. THOMAS
10/20/2018

C9.3

LOCUS MAP

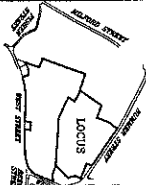
LOCUS MAP

300 Exelon Way
Kennett Square, PA 19348

PREPARED FOR:

**Exelon West
Medway, LLC and
Exelon West
Medway II, LLC**
300 Exelon Way
Kennel Cove, PA 19348

LOCUS MAP
NOT TO SCALE



**FOR PERMITTING
ONLY**

CONTRACT NO. 14-01-001-001

PREPARED BY:

BEALS & THOMAS
1440 University Blvd.
Baltimore, MD 21202
Tel: 410-528-1000 | www.bts.com

BEALS & THOMAS, INC.
1440 University Blvd.
Baltimore, MD 21202
Tel: 410-528-1000 | www.bts.com

NO.	DATE	DESCRIPTION
1	06/27/2014	ISSUE FOR BIDDING
2	07/29/2014	REVISED FOR BIDDING
3	08/27/2014	REVISED FOR BIDDING
4	09/27/2014	REVISED FOR BIDDING
5	10/27/2014	REVISED FOR BIDDING
6	11/27/2014	REVISED FOR BIDDING
7	12/27/2014	REVISED FOR BIDDING
8	01/27/2015	REVISED FOR BIDDING
9	02/27/2015	REVISED FOR BIDDING
10	03/27/2015	REVISED FOR BIDDING
11	04/27/2015	REVISED FOR BIDDING
12	05/27/2015	REVISED FOR BIDDING

**WEST MEDWAY II
FACILITY**
MEDWAY, MASSACHUSETTS

SCALE: AS NOTED DATE: FEBRUARY 10, 2015

SITE DETAILS

SHEET NO. 1422-10

1422-10-001-001

C9.4

CONSTRUCTION DESIGN NOTES

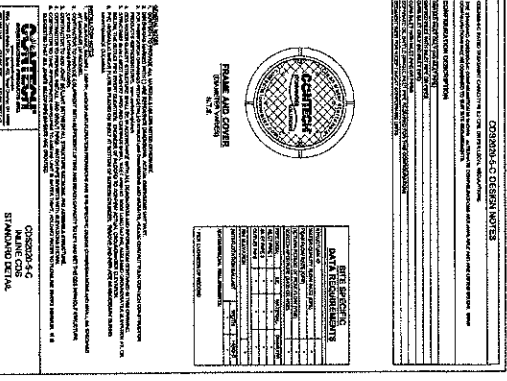
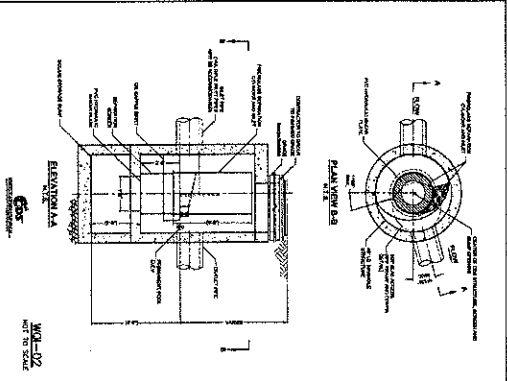
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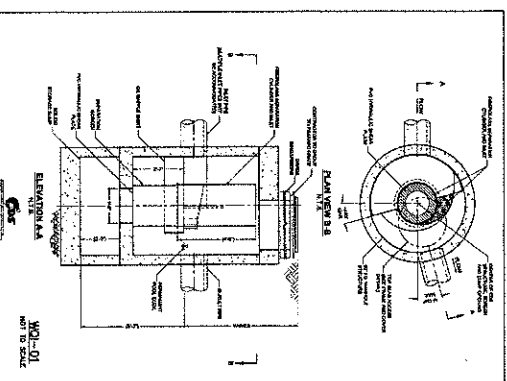
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STANDARD DETAIL

WAL-02
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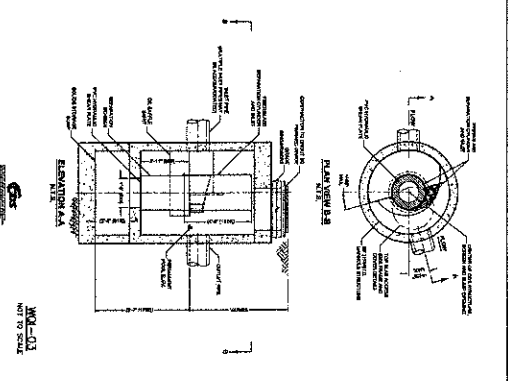
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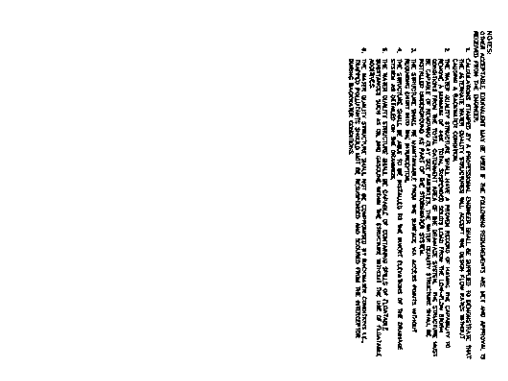
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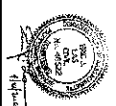
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


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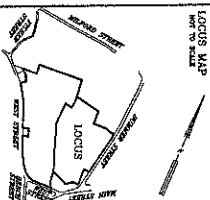
WAL-01
NOT TO SCALE



FOR NOTES, REVISIONS AND LEGEND SEE SHEET C14.
THE NOTES, SPECIFICATIONS AND DETAILS ARE TO BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS AND THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SEVENTH EDITION, 2003, AS AMENDED BY THE LATEST REVISIONS THEREOF. THE NOTES, SPECIFICATIONS AND DETAILS ARE TO BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS AND THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SEVENTH EDITION, 2003, AS AMENDED BY THE LATEST REVISIONS THEREOF.

**WEST MEDWAY I
FACILITY**
 MEDWAY, MASSACHUSETTS
 DATE: FEBRUARY 08, 20
 SCALE: 1" = 40'


Exelon West
Medway, LLC and
Exelon West
Medway II, LLC
300 Exelon Way
Kennett Square, PA 19340



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ONLY**

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BEALS + THOMAS
Civil Engineers + Landscape Architects +
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Research Corporate Center
144 Turnpike Road
Southborough, Massachusetts 01772-2104
T 908.356.0150 | www.rtiweb.com

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**WEST MEDWAY II
FACILITY**
MEDWAY, MASSACHUSETTS

SCALE AS NOTED DATE: FEBRUARY 09, 2011

**CONTROL ADMIN +
FACILITY SERVICE
BUILDING ELEVATION**

8+1 PLAN NO.
142110P0156-004



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 05-11-2010 BY 60322 UCBAW/STP



April 20, 2016

Town of Medway
Planning & Economic Development Board
155 Village Street
Medway, MA 02053

Attn.: Ms. Susan Affleck-Childs
Planning & Economic Development Coordinator

**Re: Exelon West Medway II Facility
Traffic Peer Review**

Dear Ms. Affleck-Childs:

BETA Group, Inc. (BETA) has reviewed the traffic components of the proposed Exelon West Medway II Facility at 8 Summer Street in Medway. This letter is provided to outline BETA's traffic-related findings, comments and recommendations. BETA's review of other project components will follow under a separate letter.

BASIS OF REVIEW

BETA received the following items:

- Application for Major Site Plan Approval for **West Medway II Facility**, dated February 9, 2016
- Plans (19 sheets) entitled: **West Medway II Facility**, 8 Summer Street, Medway, Massachusetts (Norfolk County), dated February 9, 2016
- Traffic Impact Summary (TIS), identified as Section 5.0 Traffic Information, prepared by MDM Transportation Consultants, Inc., Marlborough, MA
- Memorandum entitled **Exelon Power Facility – Revised Construction Hours**, dated October 16, 2015, updated February 3, 2016, prepared by MDM Transportation Consultants, Inc., Marlborough, MA
- Project Narrative, prepared by Beals and Thomas, Southborough, MA

Additional material was submitted but is not pertinent to this traffic-related review.

REVIEW CRITERIA

Review by BETA included the above items along with the following:

- **Zoning Bylaw & Map**, Town of Medway, amended through May 11, 2015
- Site visit on April 19, 2016 to review prevailing conditions
- Applicable federal and state regulations

PROJECT OVERVIEW

The project is located on approximately 13 acres of a larger 94-acre property. The site is presently in use as a power generation facility; the proposed project would construct and operate two 100-megawatt (MW) turbines and associated appurtenances. This addition would provide a facility for peak power generation,

and is anticipated to operate only during times of peak energy demand. The majority of the site is located with the Industrial II zoning district, with the remainder of the site within the Agricultural Residential II zoning district.

TRAFFIC

Study Area

The study area includes roadways likely to sustain a measurable impact from the Project, including Summer Street (Route 126), Milford Street (Route 109), Main Street and West Street, as well as the following primary study intersections:

- Route 109 at Route 126 (signalized)
- Route 126 at Exelon Site Driveway (unsignalized)
- Route 126 at Main Street (unsignalized)

The study also identifies three supplemental study intersections, which are likely to sustain a measurable impact during construction periods:

- Route 126 at West Street (unsignalized)
- Route 109 at West Street (unsignalized)
- West Street at Proposed Construction Driveway (unsignalized)

The study methodology follows MassDOT Transportation Impact Assessment (TIA) guidelines and is consistent with industry standard practices.

- T1. Construction trips will utilize the intersections of Hartford Avenue (Route 126) at Beech Street; and West Street at Beech Street. These intersections should be included as supplemental study intersections.

Traffic Data

Traffic volume data were collected at the primary study intersections from 6:00 AM to 9:00 AM and from 3:00 PM to 6:00 PM, in September 2014 and September 2015. Nearby MassDOT permanent count station data reveals that September represents above-average conditions; to maintain a conservative analysis, no seasonal adjustment was applied. The weekday morning peak hour was identified from 7:30 to 8:30 AM, and the weekday evening peak hour is from 4:30 to 5:30 PM.

Traffic volume data were collected at the supplemental study intersections from 6:00 AM to 7:00 AM and from 3:00 PM to 4:00 PM, to coincide with expected construction arrivals and departures. Data were collected in January 2015, which was determined to be below-average conditions; a seasonal adjustment factor of 11% was made to the January data to account for average traffic conditions. Subsequent to the data collection, the anticipated construction workday was shifted to be from 6:00 AM to 6:00 PM. The October 2015 (revised February 2016) *Revised Construction Hours* memorandum collected traffic volume data in September 2015 for the revised construction arrival and departure times, from 5:00 AM to 6:00 AM and from 6:00 PM to 7:00 PM.

Daily traffic volumes were collected on Summer Street and West Street in the site vicinity using automatic traffic recorders (ATRs) in September 2014 and September 2015, and show 7,885 vehicles per day (vpd) on Summer Street and 880 vpd on West Street.

Existing Trip Generation

Estimated trip generation was determined based on collected turning movement data. The existing facility generates four trips (three entering and one exiting) during the weekday morning peak hour and four trips (one entering and three exiting) during the weekday evening peak hour. Trip rates are presented per employee and per generator.

- T2. Verify trip rates per generator. Note 1 in Table 10-1 identifies six (6) generating units, which would suggest that rates should be half of the values shown in the table.

Travel Speeds

Vehicle speeds were obtained using radar recorder devices. The 85th percentile speeds on Summer Street north of Main Street was observed to be 44 mph in both directions, which slightly exceeds the posted 40 mph limit. 85th percentile speeds on West Street were observed to be 38 mph northbound and 35 mph southbound, which considerably exceed the 25 mph posted limit.

Crash Data

Crash data were collected and analyzed for the primary study area intersections for a four-year period from 2010 through 2013 based on the most recent data available from MassDOT, which is an industry standard practice. Crash rates quantified in number of crashes per million entering vehicles were found to be 0.30 for Milford Street (Route 109) at Summer Street and 0.27 for Main Street at Summer Street. Both are notably below the District 3 average crash rate of 0.66 for unsignalized intersections and 0.89 for signalized intersections.

- T3. Crash analysis should be provided for the supplemental study intersections, which will be notably impacted by construction operations.
- T4. Safety review for all construction-impacted intersection should include an assessment of roadway lighting. Construction departures and/or arrivals may occur under dawn, dusk or darkness, since construction is anticipated through the winter months.

Sight Line Evaluation

The measured available stopping sight distance (SSD) and intersection sight distance (ISD) were measured and were found to well exceed AASHTO recommended values based on both the regulatory speed and the measured 85th percentile speed. The TIS recommends that the sight line continue to be maintained and that new plantings should be maintained at a height of 2 feet or less above the adjacent roadway grade. BETA concurs with this recommendation.

Construction Conditions

The construction period will generate both truck and construction employee traffic. A parking area for workers has been identified in an existing material lay-down lot in the southern portion of the site along West Street. This area is presently grass but would be re-enforced with gravel, stone or similar material to facilitate construction employee parking. Construction employees would utilize an existing gated access drive on West Street. This entrance is favored over the primary facility entrance on Summer Street because of low traffic volumes on West Street, favorable sight lines, and reduced miles traveled from I-495. BETA agrees with this reasoning.

Peak construction activity is projected at 200 workers. The identified parking area provides greater than 200 parking spaces. It is anticipated that construction activity on Summer Street will be limited to utility work,

and that no closures or detours will be required. Waiting and staging areas will be established on site for materials delivery and management of truck traffic.

- T5. Identify stall length and aisle width for the preferred construction parking area layout. It is understood that these will not be marked spaces, but dimensions would help to verify the feasibility of the intended layout.
- T6. Identify the disposition of existing trees and raised utility structures within the preferred parking area.

No-Build traffic volumes were developed by applying a 0.5 percent per year growth rate over seven years. The growth rate is based on review of historical traffic count data, which show negative growth. BETA agrees with the growth rate methodology. It should be noted that the seven year projection period is consistent with industry standards but represents a conservative analysis, since construction is anticipated to be completed within two years.

Trip generation and distribution was determined for the anticipated 200 construction employees. A vehicle occupancy rate of 1.0 was assumed, with no credit for carpooling. The TIS estimated 200 entering vehicle-trips during the weekday morning period (6:00 AM to 7:00 AM) and 200 exiting trips during the weekday evening period (3:00 PM to 4:00 PM). The October 2015 (revised February 2016) *Revised Construction Hours* memorandum adjusted the weekday morning period (5:00 AM to 6:00 AM) and the weekday evening period (6:00 PM to 7:00 PM), to account for the revised anticipated construction workday.

Trips were distributed based on Journey to Work Census data. Trip distribution percentages project that 65% of trips will use I-495, with 30% entering and exiting via Route 109 (Milford Street) and West Street, and 35% entering and exiting via Route 126 (Hartford Avenue) and West Street. 20% will enter and exit via Main Street and West Street, while the remaining 15% will utilize Summer Street (Route 126), Main Street and West Street.

- T7. Include Beech Street and the intersections of Hartford Avenue (Route 126) at Beech Street; and West Street at Beech Street in Figures 10-8, 10-9, 10-10, 10-12, 10-13, 10-14 and 10-15 of the TIS, and corresponding figures in the *Revised Construction Hours* memorandum. Figure 10-11 correctly shows that construction employees from the south would turn left from Hartford Avenue onto Beech Street, then turn right onto West Street to enter the construction parking access driveway. These trips should be identified on the trip distribution figures and included in the Build network.
- T8. Work with the Town and affected utility companies to relocate the utility pole in the center of the intersection of West Street and Beech Street. This existing feature represents a potential safety hazard which should be addressed before applying 130 additional trips through the intersection.
- T9. Provide projections for non-employee construction vehicle traffic, including truck traffic and materials delivery.
- T10. If construction trucks will utilize the Summer Street entrance, provide a turning template showing the largest typical construction-related vehicle turning right from the driveway onto Summer Street without encroachment on the northbound lanes.

Intersection capacity analyses were presented for the Baseline, No-Build and Build conditions for the construction arrival and departure periods. Analysis results are presented in the TIS for the weekday morning (6:00 AM to 7:00 AM) and weekday evening (3:00 PM to 4:00 PM) period, and in the *Revised Construction Hours* memorandum for the updated weekday morning (6:00 AM to 7:00 AM) and updated weekday evening (6:00 PM to 7:00 PM) period. Analysis results provided in the *Revised Construction Hours*

memorandum support the assertion made in the TIS that study intersections will be adequately accommodated during the revised periods. All study intersections and intersection approaches will operate at level of service (LOS) B or better in the revised weekday morning peak hour (5:00 AM to 6:00 AM), and operate at LOS C or better in the revised weekday evening peak hour (6:00 PM to 7:00 PM).

T11. As noted in comments T1 and T7, the intersections of Hartford Avenue (Route 126) and Beech Street, and West Street and Beech Street should be included in the construction period analyses.

Future Conditions

Background growth was applied to the No-Build volumes using the same 0.5 percent per year rate applied for the construction period analysis. The No-Build network also assumed the addition of two inbound and two outbound fuel oil delivery trucks per hour to represent a worst-case peak operating scenario, where the maximum fuel firing rate for the existing facility is realized.

Trip generation for the proposed facility will be comprised of new employee trips, fuel delivery trips, and service-vehicle trips. Daily operating trips will vary dependent upon supplemental power needs. To present a conservative scenario, the trip generation assumes full employment and peak operating based on a maximum fuel firing rate for the proposed facility. This results in two additional inbound and two additional outbound fuel delivery trucks per hour, and six new full-time employees.

The TIS notes that under a worst-case operational scenario with both the existing and proposed facilities experiencing peak conditions, the site would generate 7.3 truck trips per hour (3.6 entering and 3.6 exiting). This worst-case scenario assumes the existing and proposed facilities would be operating at a 100% burn rate exclusively using oil as fuel. It is further noted that these conditions have never previously been observed at the existing site.

The TIS also identifies a 22-hour delivery period, which excludes deliveries during the weekday morning and weekday evening peak hours.

T12. The Town may wish to consider further restricting deliveries during peak periods. Suggest 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM as restricted periods based on ATR data.

New employee trips were estimated based on peak hour trip rates calculated for existing employee distribution. Distribution for new trips was based on existing travel patterns and roadway network volumes. This methodology is appropriate for the site. New truck trips are distributed based on the proponent's assertion that trucks will originate in Providence, RI and therefore will travel to the site via I-495 and Route 126. These roadways are well established as arterial roadways appropriate for truck travel.

The site will generate one entering employee trip in the weekday morning peak hour and one exiting employee trip in the weekday evening peak hour. Truck trips will include two entering and two exiting during each peak hour to account for fuel oil deliveries during peak operating conditions.

Intersection capacity analyses were presented for the Baseline, No Build and Build condition for the primary study intersections for the weekday morning and weekday evening peak hours. The Build condition represents the 2021 design year and includes existing facility trips, background growth, and new employee and truck trips expected to be generated by the facility expansion. Analysis results reveal that average vehicle delay and LOS will be unchanged from the No-Build to the Build condition as a result of the facility expansion. The left turn from Summer Street onto Main Street operates with long delays calculated for the Existing, No-Build and Build condition peak hours. The proponent measured actual delays on the Summer Street southbound approach at Main Street, and found that actual delays were measured at acceptable levels, suggesting that the software methodology is overly conservative. BETA concurs with this assessment.

Mitigation

The TIS finds that the project is not expected to materially impact operating conditions at the study intersections. Furthermore, study intersections exhibit below-average crash rates and have adequate sight lines. The project generates five new trips or fewer during commuter peak hours.

Mitigation is limited to improvements related to the site access driveway to Summer Street. A STOP sign, stop line, and low plantings are recommended to promote traffic control and maintain adequate visibility. BETA finds these improvements appropriate.

T13. Mitigation should include removal of the utility pole in the center of the intersection of West Street and Beech Street – see comment T8.

SITE PLAN - PARKING AND CIRCULATION

Plan review is limited to items related to parking, loading, truck turns, sight distance, and pedestrian and vehicular circulation. Additional site plan and stormwater review will be provided in a separate letter.

T14. Provide AutoTURN turning paths for fuel delivery design vehicle for review.

T15. Clarify surface materials for the primary truck staging areas shown in Figure 10-23 of the TIS. This area is identified as snow storage on site plan C3.1.

T16. Identify staging areas on site for construction materials delivery. Verify that no truck queuing will take place on Summer Street.

T17. Provide documentation from Police and Fire Departments that the site layout provides adequate access for emergency service vehicles.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.



Greg E. Lucas, PE, PTOE
Senior Traffic Engineer

Job No: 5341

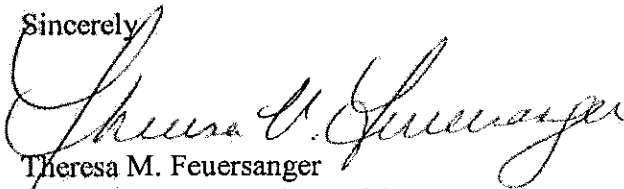
April 25, 2016

Mr. Andy Rodenhiser, Chair
Town of Medway Planning & Economic Development Board
155 Village Street
Medway, MA 02053

Dear Chairperson Rodenhiser and Members of the Board:

NSTAR Electric Company d/b/a Eversource Energy (formerly Boston Edison Company) owns and operates property identified as Map 56, Lots 001, 002, 003, and 004 in Medway, Massachusetts and is the owner of easements in adjacent locations. For the purposes of the Major Site Plan Review Application submitted by Exelon West Medway, LLC and Exelon West Medway II, LLC (the Applicant), Eversource Energy hereby grants the Applicant permission to file site plans, calculations, and other documents relating to the portions of the proposed West Medway II Facility on the above-referenced properties. As a requirement to granting an easement, Exelon must install the pipeline along or crossing the property to withstand H2O loading standards. Eversource will work with Exelon regarding Exelon's access needs and will adjust the access location as needed to ensure safe vehicular access. Eversource and Exelon agree all tree plantings and grade changes on Eversource owned property or Easement property must be reviewed and approved by Eversource to meet Eversource's requirements along its right of way for both its property owned in fee and the areas it holds as easement.

Sincerely,



Theresa M. Feuersanger
Supervisor T&D Rights and Survey
Eversource Energy
One NSTAR Way, SE 210
Westwood MA 02090
781-441-8277

Enclosure: Application for Major Site Plan Approval

OFFICIAL REPRESENTATIVE INFORMATION

Name: Beals and Thomas, Inc.
Address: 144 Turnpike Road
Southborough, MA 01772
Telephone: (508) 366-0560 Office: Cell:
Email address: elas@bealsandthomas.com

SIGNATURES

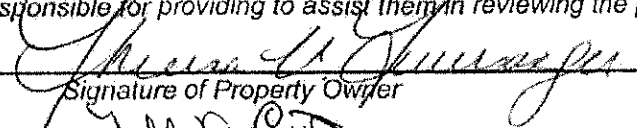
The undersigned, being the Applicant for approval of a Major Site Plan Project, herewith submits this application and Site Plan to the Medway Planning and Economic Development Board for review and approval. I hereby certify, under the pains and penalties of perjury, that the information contained in this application is a true, complete and accurate representation of the facts regarding the property and proposed development under consideration.

(If applicable, I hereby authorize Beals and Thomas, Inc. to serve as my Agent/Official Representative to represent my interests before the Medway Planning & Economic Development Board with respect to this application.)

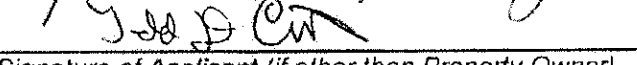
In submitting this application, I authorize the Board, its consultants and agents, Town staff, and members of the Design Review Committee to access the site during the plan review process.

I understand that pursuant to MGL 53G, the Medway Planning and Economic Development Board may retain outside professional consultants to review this application and that I am responsible for the costs associated with such reviews.

I understand that the Planning and Economic Development Board, its agents, staff, consultants, and other Town staff and committees may request additional information which I am responsible for providing to assist them in reviewing the proposed development.


Signature of Property Owner

4-25-16
Date


Signature of Applicant (if other than Property Owner)

2/5/16
Date


Signature of Agent/Official Representative

2/9/16
Date

MAJOR SITE PLAN FEES

Filing Fee

For projects up to 4,999 sq. ft./gross floor area = \$ 750 plus \$.25/sq. ft.
For projects of 5,000 – 9,999 sq. ft./gross floor area = \$1,000 plus \$.25/sq. ft.
For projects of 10,000 – 14,999 sq. ft./gross floor area = \$1,500 plus \$.25/sq. ft.
For projects of 15,000 sq. ft. or more/gross floor area = \$1,500 plus \$.25/sq. ft.

Advance on Plan Review Fee

For projects up to 4,999 sq. ft./gross floor area = \$1,000 deposit
For projects of 5,000 – 9,999 sq. ft./gross floor area = \$1,500 deposit
For projects of 10,000 – 14,999 sq. ft./gross floor area = \$2,000 deposit
For projects of 15,000 sq. ft. or more/gross floor area = \$2,500 deposit

Submit 2 separate checks each made payable to: Town of Medway

HOST COMMUNITY AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

1. Recitals.

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

2. Cooperation Between Exelon and Medway.

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

3. Term.

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

4. Permitting.

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

5. Independent Agreement.

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

6. Amount and Term of Payments.

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

A. Emergency Preparedness Funds

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

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

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

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

B. Environmental and Technical Review Fund

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

C. Water Analysis Fund

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

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

D. Property Value Security Fund

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

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

E. Decommissioning

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

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

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

F. Energy Conservation Awareness Fund

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

7. Facilitation of the Project.

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

8. Compliance with Laws.

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

9. Project Scheduling.

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

10. Air Quality.

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

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

11. Water and Sewer.

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

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

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

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

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

12. Noise and Visual.

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

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

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

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

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

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

13. Traffic Impacts.

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

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

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

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

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

14. Health and Safety.

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

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

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

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

15. Use of Local Labor.

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

16. Local Purchasing.

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

17. Community Updates.

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

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

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

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

18. Insurance and Indemnification.

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

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

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

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

19. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Remedies; Limitations.

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

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

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

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

22. Assignment.

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

23. Termination.

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

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

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

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

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

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

24. Notices.

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

If to Medway:

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

with a copy to:

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

If to Exelon:

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

with a copy to:

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

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

25. Entire and Complete Agreement; Binding Effect.

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

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

26. Survival.

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

27. Other Documents.

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

28. Governing Law.

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

29. Dispute Resolution.

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

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

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

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

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

30. Confidentiality.

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

31. Amendments.

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

32. Severability.

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

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

33. Headings and Captions.

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

34. Counterparts; Scanned Copies.

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

35. Waiver.

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

36. Joint Workproduct.

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

37. Successors and Assigns.

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

38. No Joint Venture.

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

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

39. Further Assurances.

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

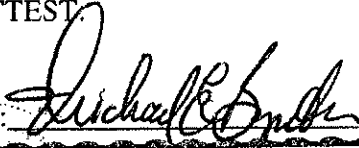
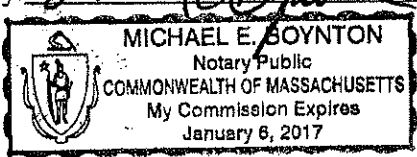
40. No Limitation of Regulatory Authority.

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

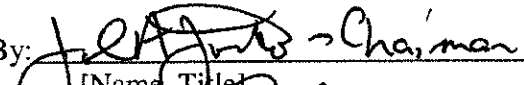

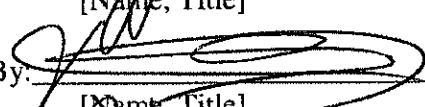
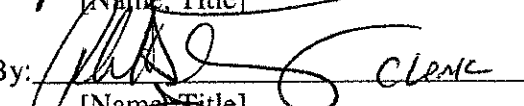
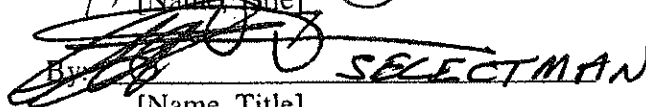
[Signature Page to Follow]

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

ATTEST:

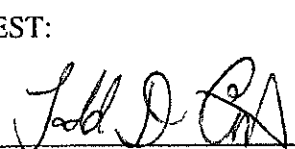
By: 


TOWN OF MEDWAY

By:  - Chairman
[Name, Title]
By:  vice Chairman
[Name, Title]
By: 
[Name, Title]
By:  CLERIC
[Name, Title]
By:  SELECTMAN
[Name, Title]

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

ATTEST:

By: 

EXELON WEST MEDWAY II, LLC

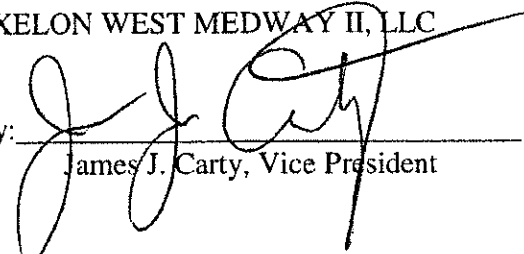
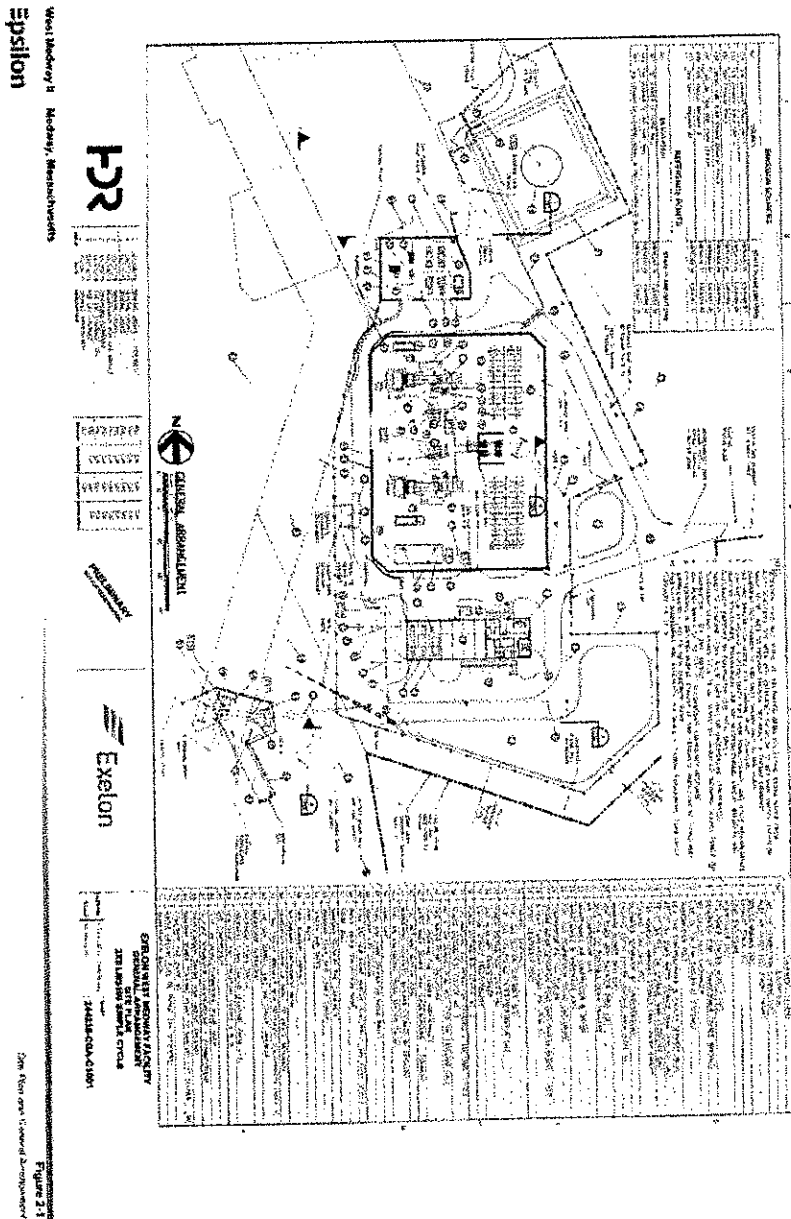
By: 
James J. Carty, Vice President

EXHIBIT A

PROJECT LOCATION



**LIST OF SCHEDULES / REPORTS TO BE PROVIDED TO THE TOWN
PURSUANT TO THE AGREEMENT***

Schedule 6(E)	Decommissioning Plan
Schedule 9	Pre-construction, construction and completion schedule
Schedule 10	Excess Emission Reports; Reports of Deviations
Schedule 11(C)	Copies of all submissions required pursuant to G.L. c. 21G and 310 C.M.R. §36.00
Schedule 12(A)	Construction Management Plan
Schedule 12(D)	Visual Mitigation Plan
Schedule 13(A)	Traffic Management Plan
Schedule 13(B)	Fire Safety and Emergency Medical Requirements as they relate to Design and Operation plans
Schedule 14(A)	Quarterly and annual report (re: burning of fuel oil)
Schedule 17(A)	Material filings in connection with proceedings before any Governmental Authority
Schedule 17(B)(1)	Community Outreach Plan
Schedule 17(B)(2)	Construction Program Management Schedules
Schedule 17(C)	Public Progress Reports

*Schedules are numbered according to the Sections (and/or Subsections) of the Agreement in which they first appear.

Request for Extension of Deadline for Action by Medway Planning and Economic Development Board

4/20/16

Date

The undersigned applicant requests that the deadline for the Board's action on the application for:

- ☐ an ANR Plan
- ☐ a Preliminary Subdivision Plan
- ☐ a Definitive Subdivision Plan
- ☐ an Adult Retirement Community Planned Unit Development (ARCPUD) Special Permit
- ☐ an Adaptive Use Overlay District (AUOD) Special Permit
- ☐ an Open Space Residential Development (OSRD) Special Permit
- ☐ a Scenic Road Work Permit
- ☒ a Site Plan
- ☐ Other

for the project entitled

West Medway II Facility - + Exelon West Medway II, LLC

be extended to

July 9, 2016

Respectfully submitted,

Name of applicant:

Exelon West Medway, LLC + Exelon West Medway II, LLC

Signature of applicant or representative:

[Signature] Rubin + Rudman LLP

Date approved by Planning and Economic Development Board:

Date of deadline extension:

ATTEST:

Susan E. Affleck-Childs, Planning & Economic Development Coordinator

"Town of Medway"
Planning & Economic Development Board

April 25, 2016

I am responding to your letter of April 5, 2016 notifying abutters of your decision regarding the properties at numbers 259-263 Village St Medway Mass.

I attended most of all the public hearings that were presented regarding this "Disaster" that is about to prevail, & will destroy forever the Character of our neighborhood "Charles River Park"

By allowing this "24 hour business" with all its pollution's, once again greedy big Cooperate moguls have taken away another piece of "LITTLE AMERICA".

It was very evident the "GREEN LITE" was given to them before any of the public hearings were held, & all of our concerns & efforts went on "DEAF EARS".

Unfortunately, the Town of Medway caved into their demands, & did not try to find & work towards a more amicable decision for "ALL" concerned.

Contrary to what was stated throughout the proceedings, this is not a WIN-WIN situation for all.

God Bless what's left of "LITTLE AMERICA" to enjoy!!!

Kathleen Choate
5 Inguis St
Medway, Mass.

