

Board Members
Glenn Trindade Chair
Frank Rossi, Vice-Chair
Todd Alessandri, Clerk
Dennis Crowley, Member
Maryjane White, Member



Medway Town Hall
155 Village Street
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TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

SELECT BOARD

Select Board Meeting

March 18, 2024, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

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

Other Business

1. Discussion/Vote: Payment in Lieu of Taxes (PILOT) with Medway Grid LLC
2. Report from the Medway Community Farm
3. Approval of Minutes: March 2, 2024
4. Approval: Class II Auto Dealer's License for TJ's Gas (d/b/a Medway Mobil) – 107 Main Street
5. Discussion/Vote: Indigenous Peoples' Day Committee Charge
6. Authorization to Expend Grant Funds: Telecommunicator Emergency Response Task Force (TERT)
Grant - \$12,166
7. Discussion/Vote: Parking Restriction Proposal for North, Pine, Church and Peach Streets
8. Discussion: Charles River Pollution Control District Volume Update
9. Discussion/Vote Recommendations: May 13 Special and Annual Town Meeting Warrants
10. Action Items from Previous Meeting
11. Town Manager's Report
12. Select Board Reports

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

Upcoming Meetings, Agenda and Reminders

April 1, 2024 - Regular Meeting

April 16, 2024 - Regular Meeting (Holiday Week)

Members of the public may watch the meeting on:

- Medway Cable Access - Channel 6 on Comcast Cable
- Medway Cable Access - Channel 35 on Verizon Cable
 - <https://www.facebook.com/medwaycable/>
- <https://livestream.com/medwaycableaccess/selectboard>

AGENDA ITEM

#1

Discussion/Vote: Payment in Lieu of Taxes (PILOT) with Medway Grid LLC

Associated back up materials attached:

- *Proposed PILOT*
- *Third party financial analysis*

Proposed Motion:

I move that the Board approve the PILOT as presented and seek Town Meeting authorization to execute it.

DRAFT PILOT AGREEMENT

Discussion/Final dated 2.28.24

PAYMENT IN LIEU OF TAXES AGREEMENT

This Payment in Lieu of Taxes Agreement (“PILOT”) is made as of the ____ day of [month], 2024, by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (the “Town” or “Medway”), and Medway Grid, LLC (“Medway Grid”), a Delaware limited liability company, having a business address of 988 Howard Avenue, Suite 200, Burlingame, CA 94010, each individually a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, Medway is host community to a proposed 250-megawatt (“MW”), alternating current (“AC”) battery energy storage system (“BESS”) located at 49, 53, and 55 Milford Street in Medway, as further described in Exhibit A (the “Project”), which is proposed to be constructed, owned and operated by Medway Grid;

WHEREAS, the Project was selected by ISO-NE to enhance the reliability of the electric transmission system in the Southeastern, Massachusetts (“SEMA”) zone and to ensure that the Commonwealth meets its goals regarding renewable energy and reduced reliance on fossil fuels from 2024-2031;

WHEREAS, Medway Grid has received approval from the Massachusetts Department of Public Utilities (“DPU”) in DPU 22-18/22-19 on June 30, 2023, for a comprehensive zoning exemption from the Town’s zoning bylaw to allow the construction of the Project;

WHEREAS, Medway Grid will receive or apply for all necessary permits and approvals for the Project prior to the start of the term of this PILOT, as defined in Section 2;

WHEREAS, Medway Grid will be subject to certain local taxes in connection with its ownership of the real and personal property related to the Project;

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

WHEREAS, G.L. c. 59, §5, cl. 45, as amended, authorizes the Town to enter into an agreement for a negotiated payment in lieu of taxes that would otherwise be assessed against the real and personal property comprising the Project;

WHEREAS, Medway Grid and the Town acknowledge that a comprehensive agreement for payments in lieu of taxes under the authority of G.L. c. 59, §5, cl. 45 fixing and maintaining mutually acceptable payments based on approximately equivalent full and fair cash values for all

real and personal property associated with the Project for twenty (20) years commencing with commercial operations of the Project is appropriate and serves their respective interests; and

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

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

1. Property Subject to the PILOT. The real and personal property that comprises the Project to be owned by Medway Grid shall be subject to the terms of this PILOT and is described in Exhibit A attached hereto and incorporated herein by reference as the Project. The Project also shall include any material additions, improvements, repairs, replacements, modifications or other changes to the Project certified pursuant to Section 5 which occur after the execution of this PILOT. During the term of the PILOT, the Town will not assess any statutory real or personal property taxes against Medway Grid to which Medway Grid might otherwise be subjected under Massachusetts Law, and this PILOT will provide for the exclusive payment in lieu of such taxes that Medway Grid (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project, including taxes associated with the land on which the BESS is located; provided, however, this PILOT does not affect any payments, other than real and personal property taxes, owed by Medway Grid to the Town, including, but not limited to, payments due under the Host Community Agreement between the Town and Medway Grid dated as of September 7, 2022, (the "HCA"), vehicle excise taxes, and amounts for customary services provided by the Town to Medway Grid and the Project such as water and sewer services.

2. Term. The term of this PILOT shall be for twenty (20) years commencing in the year the Project commences commercial operations. During the construction period and prior to Commercial Operation Date, no payments will be required with respect to the work in progress. "Commercial Operation Date" or "COD" shall mean the date of initial commercial operation of the Project, as determined pursuant to the Interconnection Agreement between Medway Grid, Eversource and ISO New England (the "Interconnection Agreement").

For the purposes of this PILOT, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2025 means July 1, 2024-June 30, 2025.

The initial payment hereunder shall be due in full within thirty (30) days of the Commercial Operation Date of the Project. Thereafter, PILOT payments shall be made on a quarterly basis in accordance with Section 3.

This PILOT may terminate before the end of its term pursuant to Sections 6, 7 and 13. Upon termination, the Town shall assess the Project in the normal course pursuant to G.L. c. 59.

After July 1 of the eighteenth (18th) year of this PILOT, but on or before June of the following year, the Town may notify Medway Grid if it desires to terminate this PILOT effective on June 30, 2047. In the event the Town exercises its rights under this Section, the Parties shall negotiate in good faith in an effort to agree upon a successor agreement to take effect at the conclusion of the twenty (20) year term. In the event the Parties are unable to reach agreement on a successor agreement, the Project shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59.

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

	PILOT	CPA	Total
Year 1	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 2	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 3	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 4	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 5	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 6	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 7	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 8	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 9	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 10	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 11	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 12	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 13	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 14	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 15	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 16	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 17	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 18	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 19	\$ 2,237,714	\$ 69,208	\$ 2,306,922
Year 20	\$ 2,237,714	\$ 69,208	\$ 2,306,922

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

Except as set forth in Section 6, the Parties agree that the PILOT Payments will not be reduced on account of a depreciation factor or revaluation or reduction in the Town's tax rate, increased on account of an inflation factor or revaluation or increase in the Town's tax rate or assessment percentage, or otherwise changed on account of legislative action fixing or otherwise setting taxes or payments in lieu thereof for standalone energy storage systems, which factors have been anticipated by the Parties and are reflected herein.

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

5. Certifications. Medway Grid shall send a certification to the Town within fourteen (14) days of the Commercial Operation Date notifying the Town of such date. No later than March 1, 2025, Medway Grid shall provide an update to the Town on the construction of the Project and provide an estimated Commercial Operation Date for the Project. In no event shall such anticipated Commercial Operation Date be binding on Medway Grid or obligate it to begin making payments under this PILOT.

Thereafter, Medway Grid shall submit to the Town no later than the March 1st preceding the beginning of each fiscal year covered by this PILOT, (i) a copy of any amendment to the Interconnection Agreement that increases the capacity of the Project materially above 250 MW AC, and (ii) an annual certification which describes any material additions, improvements, repairs, replacements, modifications, retirements or other changes that have occurred since the final completion of the Project or since Medway Grid's last annual certification, as applicable. Medway Grid may redact any customer, credit, pricing, cost information included in any Interconnection Agreement amendment. In each annual certification, Medway Grid shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided in such annual certification. For avoidance of doubt, such annual certifications shall not affect the amount of the PILOT payments, which shall be adjusted solely as set forth in Section 6.

6. Adjustments. Medway Grid may terminate this Agreement at any time prior to COD. If, during the term of this PILOT, (i) the Project is physically unable to operate for a period of three (3) consecutive months following COD due to casualty or *Force Majeure* as defined below; (ii) there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Medway Grid from constructing or operating the Project; or (iii) the Project is taken out of service permanently, Medway Grid may elect to terminate this PILOT. With respect to a termination election made under clause (i), Medway Grid agrees to continue making payments under Section 3 for the remainder of the fiscal year in which such termination election is made, and, if such termination election is made between June 1 and June 30, Medway Grid agrees to continue making payments under Section 3 for the immediately subsequent fiscal year.

In the event that an amendment to the Interconnection Agreement submitted in accordance with Section 5 of this PILOT indicates that the Project's capacity has increased by

more than five MW above 250 MW AC, then, within thirty (30) days of receipt of such Interconnection Agreement amendment,, the Town's Principal Assessor and Medway Grid shall agree upon a revised future payment schedule for the Project reflecting a *pro rata* increase in such payments. The revised PILOT Payment schedule shall take effect for the subsequent fiscal year. In the event that the parties are unable to agree upon a revised payment schedule within such thirty (30) day period, the Parties shall resolve the dispute in accordance with Section 22 below. In the event that the dispute resolution process set forth in Section 22 is initiated, the Town shall have a limited right to audit and inspect Medway Grid's records during the informal negotiation stage of the process, as and to the extent provided in G.L. c. 59. The scope of such audits shall be limited to reviewing information that is reasonably necessary to ascertain the accuracy of the information provided or omitted on Medway Grid's most recent annual certification. Such examinations shall be made upon not less than seven (7) days' prior notice during normal business hours at the Project and in such manner as to not unreasonably interfere with Medway Grid's normal business activities. If such records are not kept at the Project, Medway Grid shall deliver (at its sole expense) copies of such records to the office of the Town's Principal Assessor. Any information provided to the Town as part of an audit shall be treated as confidential. In the event the Town requests documents or information that Medway Grid determines is proprietary, upon request by Medway Grid, the Parties will enter into a commercially reasonable confidentiality agreement in order to limit disclosure of such information.

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

- (a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the 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 Medway Grid directly or any supplier, manufacturer, shipper or warehouseman).
- (c) Any nonpayment under this PILOT.
- (d) Economic hardship of Medway Grid.

7. Failure to Make Timely Payments; Right to Cure. In accordance with G.L. c. 59, §57, the Town may assess interest for late payments of PILOT Payments due under the provisions of this PILOT. The Town expressly reserves all rights available to it respecting the collection of such PILOT Payments. In the event a payment is not timely received by the Town, the Town shall issue a notice of default to Medway Grid and Medway Grid shall have thirty (30) days (the “Cure Period”; the Cure Period is not intended to modify the timing or amount of any interest that accrues under G.L. c. 59, §57) from receipt of such notice within which to cure such default. If Medway Grid fails to timely cure the default, then within thirty (30) days after the end of the Cure Period, and at its sole option, the Town may declare this PILOT null and void, and the Project shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59.

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

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

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

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

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

13. Change in Law.

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

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

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

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

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

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

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

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

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

(e) Medway Grid is not a distribution or electric company as defined under G.L. c. 164, §1.

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

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

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

(c) The Town is not prohibited from entering into this PILOT and discharging and performing all of its covenants and obligations to be performed under and pursuant to this PILOT by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Town is a party or by which the Town is bound.

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

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

If to the Town:

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

with a copy to:

Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
P.O. Box 205
Woodstock, Vermont 05091
802.457.9050 (phone)
jbernstein@bck.com

If to Medway Grid:

Medway Grid, LLC
c/o Eolian, L.P.
Attn: contracts
988 Howard Avenue, Suite 200
Burlingame, CA 94010
contracts@eolianenergy.com
650.744.2100

with a copy to:

Pierce Atwood
Attn: Andrew Kaplan
100 Summer Street, Suite 2250
Boston, MA 02110
akaplan@pierceanatwood.com
617.488.8104

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

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

19. Survival. Termination of this PILOT for any reason shall not relieve Medway

Grid of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations to make payments due on or before such termination as set forth in Sections 3 and 4.

20. Other Documents. Each Party promises and agrees to execute and deliver, or cause to be executed or delivered, any instruments, documents and assurances and to perform any acts which may be necessary or reasonably requested by the other Party in order to give full effect to this PILOT, including customary lender consent documents as requested by Medway Grid.

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

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

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

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

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this PILOT. In any such judicial action, the "Prevailing Party" shall be entitled to payment from

the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

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

Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under all applicable laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

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

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

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

27. Counterparts; Scanned Copies. This PILOT may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

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

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

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

30. Successors and Assigns. This PILOT shall be binding upon Medway Grid, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Medway Grid, the Town and each of their affiliates, parents, successors and permitted assigns. This PILOT shall be binding upon, and shall be assignable without prior consent of the Town, provided that such assignment is a collateral assignment to an entity providing financing for construction, operation or maintenance of the Project, which collateral assignment will not relieve Medway Grid of its obligations hereunder. The obligations created under this PILOT will run with the Project. In the event that Medway Grid sells, transfers, leases or assigns the Project or all or substantially all of its interest in the Project, this PILOT will thereafter be binding on the purchaser, transferee, or assignee. Medway Grid shall provide written notice of any sale, transfer, lease or assignment to the Town promptly after such transaction takes effect. A notice of this PILOT may be recorded by Medway Grid in the applicable Registry of Deeds upon execution.

31. No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

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

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

34. Certification of Tax Compliance. Pursuant to M.G.L. c. 62C, § 49A, Medway Grid by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the Commonwealth related to taxes, reporting of employees and contractors, and withhold and remitting of child support.

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

TOWN OF MEDWAY

MEDWAY GRID, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AS TO FORM:

_____, Town Counsel

EXHIBIT A

Description of Project

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

The Project is a 250MW/500MWh battery energy storage system and ancillary project substation to be located on the south side of Milford Street (Route 109) in the Town of Medway, Massachusetts. The Project is comprised of the addresses known as 49 Milford Street (tax parcels 56-006 & 46-055), 53 Milford Street (tax parcel 46-056) and 55 Milford Street (tax parcel 46-057) and totals approximately 10.6 acres. Of this 10.6 acre site, approximately 5.2 acres will be developed for the battery energy storage system and the ancillary Project substation.

Prior to construction of the Project, the properties are currently developed with 3 residential homes, accessory structures like a barn and shed, and an auto repair shop. The Project also includes a new 345kV underground transmission line of approximately 1,325 linear feet, interconnecting the project substation to the existing West Medway Substation. The transmission line will traverse two parcels owned and/or controlled by Eversource which are known as 53-R Milford Street (56-004) and 34 West Street (66-012). The Project will obtain an easement, license or alternate instrument from Eversource in order to place the transmission line within these parcels and the location of the transmission route has been designed to avoid biological resources. The easement or license will be 25 feet in width, however the roadway that allows for access along the route will be approximately 12 feet. The Project is designed to utilize lithium-ion batteries which will be housed in approximately 141 above-ground enclosures. The enclosures will be arranged throughout the site in a back-to-back orientation and spaced in compliance with the manufacturer’s installation requirements. The project will also include approximately 71 medium voltage transformers. The enclosures and the medium voltage transformers will be supported on concrete slabs and pier foundations and surrounded by crushed stone. The Project will also include a stormwater management system and associated above ground detention basin, internal circulation roads as well as a combination of a security fence and a sound attenuation barrier.

The Project substation will be located entirely on the Project site to the south of the battery energy storage system. The substation equipment is included, but not limited to, a 345kV/34.5 kV main power transformer, switchgear, circuit breakers, disconnect switches, low and high buses. This substation equipment will be within a graveled yard and surrounded by security fencing.

- Additional detail regarding the Project is available in the following public filings:
- MEPA EEA Number 16525
- EFSB 22-02

- DPU 22-18
- DPU 22-19

The Project includes all land on which the battery energy storage system is located.

Brian D. Fogg, LLC
Appraiser & Valuation Consultant



Via Email: jbernstein@bck.com

March 11, 2024

Jeffrey M. Bernstein, Esq.
P.O. Box 205
Woodstock VT 05091

**RE: Town of Medway, Massachusetts – Summary of Analysis – Medway Grid,
LLC Battery Energy Storage System (BESS) Proposed PILOT Payment
Schedule**

Dear Mr. Bernstein,

At your request, I have reviewed the schedule of PILOT payments reflected in Section 3 of the Medway Grid, LLC Payment in Lieu of Taxes Agreement (*Discussion Draft 2.8.24*), referred to herein as the PILOT. Additionally, I have made calculations to test the proposed PILOT payments for conformance with the Massachusetts Department of Revenue (MA DOR) Informational Guideline Release (IGR) No. 21-24, which establishes a requirement that valuations related to qualifying PILOTs should be "... approximately equivalent to full and fair cash value".

I note that my work on this project to date has been to analyze the above-mentioned PILOT payment schedule and whether the payments reflected in the schedule will meet IGR standards. I also have reviewed cost estimates provided by Medway Grid and compared those cost estimates to national BESS cost data, including data from NREL (National Renewable Energy Laboratory). MA DOR may require a Uniform Standards of Professional Appraisal Practice (USPAP) appraisal and appraisal report should the Town and Medway Grid successfully complete their PILOT negotiations. At that time, and at your direction, I will complete the appraisal phase of this assignment and the appraisal report will be submitted to MA DOR for review.

My review included the following considerations:

- Calculation of the **Implied** assessed value from the payment schedule;
- Current BESS project costs; and
- Analysis of future valuation considerations.

- 1) The first consideration is the calculation of the **Implied** assessed value, which is simply the total payment of \$2,306,922 (\$2,237,714 PILOT + \$69,208 CPA) divided by the prevailing tax rate of \$14.40/\$1000. The result is an **Implied** assessment of **\$160,202,917¹**. Given that the PILOT payment schedule calls for 20 equal annual payments, and assuming that the tax rate will stay at the current rate², future **Implied** assessments will also be **\$160,202,917**.

¹ This is not an appraisal or an opinion of market value. The **Implied** assessment of \$160,202,917 is mathematically derived as shown and is not intended to be an opinion of value for an appraisal.

² The Implied assessment will change, up or down, depending on the tax rate in any given year.



- 2) Next is my analysis of Medway Grid's estimates of the cost to complete the BESS and how those estimates compare to national costs. Medway Grid's cost estimates are about 50% above those reported by NREL (2022). However, utility construction costs in the Northeast generally, and in Massachusetts specifically, are typically higher than average costs across the nation. In my opinion cost estimates performed by Medway Grid adequately account for current and prevailing construction conditions in Medway. Medway Grid's reported combined construction cost estimate is **\$201,237,000**.

The cost new of a utility project often represents a reasonable proxy for the full and fair cash value of the assets, but there are exceptions. For example, construction costs for new technology often exceed fair market value assessments based on market derived income and/or sales of similar projects.

Approximately 20 years ago, renewable energy generation projects such as wind and solar farms were good examples of construction costs exceeding market value. Federal and State incentives, including Federal Investment Tax Credits (ITCs) and Grants, state, and regional renewable energy certificates (RECs), and others allowed developers of these emerging technologies to move forward with their new technologies, even though recovery of the full construction costs through market rates was, at the time, not possible. In these cases, the Federal ITCs often replaced the missing revenues thus making the project financially feasible.

In this case, the BESS project will likely be eligible for a 30% ITC grant, possibly offsetting about \$60 million in construction costs, resulting in a net cost of about \$141,000,000³.

- 3) The third consideration relates to future assessments for the project. NREL indicates that BESS construction costs will decline over 40% in the next several years. Factoring in inflation, the cost new in 2035 for the Medway Grid project might be about \$153,000,000. In other words, the Medway Grid BESS will cost less to build each year and with a battery life of ten years, its assessment in 2035 may be less than \$50,000,000. At the current tax rate, the tax revenues on \$50,000,000 would be about \$720,000.

Summary

Depending on the tax rate, the PILOT's **Implied** assessment of **\$160,202,917** will remain relatively consistent through the 20-year term of the agreement. However, without the PILOT, the Town would likely need to factor in the future BESS cost reductions described above, possibly resulting in lower assessments each year.

The process of estimating future depreciation and future reductions in construction costs is speculative. However, it is reasonable to assume that depreciation and cost reductions will occur and if they do, the assessed values will reflect those changes. For these reasons, the proposed PILOT payment schedule accomplishes two goals.

³ The relationship between the net cost after ITCs and the market value is heavily influenced by the actual market income derived by the assets. The market value may be closer to the cost new if the actual income is sufficient to support the cost new without the ITCs.



- 1) With an Implied assessment of **\$160,202,917** it meets the MA DOR requirements that the PILOT should be "... approximately equivalent to full and fair cash value".
- 2) With a fixed annual payment and a relatively fixed annual assessment, the PILOT's payment schedule insulates the Town from future valuation volatility related to depreciation and to reduced constructions costs.

In my opinion, the PILOT's payment schedule sufficiently meets the MA DOR requirement for being "... approximately equivalent to full and fair cash value".

Please feel free to contact me with any further questions and let me know if you need anything further at this time.

Thank you and best regards,

Brian D. Fogg
Brian D. Fogg, LLC



AGENDA ITEM

#2

Report from the Medway Community Farm

Associated back up materials attached:

- *Report*
- *Financials*



Medway Community Farm FY23 Report to Select Board

Thank you and Intros

Support from the Town has been truly appreciated – all departments, DPW, BOH, ConComm, Planning and Dev, etc.

2023 Accomplishments

- Financials
 - Continued positive path forward. Successfully applied for and received grant funding for:
 - Constellation (Formerly Exelon) for food security relief
 - General Operating Funds grant from TE Connectivity, a Medway company
 - State grant from MDAR for operations, fall soil purchase (thank you again to Michael!)
 - Walk-In Cooler from EEA, this was a fundamental necessity for the farm
 - Hunger Relief Grant from MetroWest Foundation
 - Disaster Relief Funding from MDAR for flooded fields on Adam St
 - Two operational grants from WholeFoods Foundation – one through the Store Directed Giving Program and a second through the Whole Cities Grant. The latter is only available if nominated by a local store, which we were.
 - Automated climate control system in propagation greenhouse from MDAR Climate SMART grant
 - Irrigation near the roadside by the farm stand from Master Gardeners Assn
 - Operational funds from Walmart
 - Additionally, Hip Sayers sought and received a grant from Cultural Council for Autumn Night Out
 - Additional grants:
 - T-Mobile Hometown grant for multi-use educational/community building has been denied. Other funding sources are being pursued at this time. With the support from the Town Administration and a successful vote at the fall meeting, funds were secured for a poured foundation for the building if funding is secured.
 - Initiated the survey process with Norfolk County Engineering Department in conjunction with conservation agent. Funds were secured at the spring town meeting from CPC for a wetlands consultant and title search. The title search has been completed. NCED has begun the survey process in order to complete the wetlands delineation. The wetlands consultant will be called in mid-spring.
 - Positive Net Ordinary Income for FY23
- Strategic/Food Donations
 - Food donations and food security measures continued to be strong
 - Again, we donated weekly to the local food pantries with donations continuing late into the season, many thanks to Constellation, TE Connectivity, WholeFoods, CommCan, Community Foundation for MetroWest and private donations. Other measures included our continued contract with the Department of Transitional Assistance in collaboration



Medway Community Farm FY23 Report to Select Board

with the Council on Aging for SNAP/HIP supported CSA shares and new this year were crisis cards provided to the Domestic Violence Officer.

- Over 1/4 of farmers market sales are with customers using food assistance of some sort
- Food donation bed, Aurelia's Garden, continues to be managed by master gardeners.

- Operations

- The seedling sale continued to be strong, exceeding 2022 income.
- Another piece of the farm operations improvement plan was completed with the installation of the walk-in cooler and the newly built wash station. This puts us in a solid position relative to the Food Safety Modernization Act and requesting on-farm walk-through through the Commonwealth Quality Program.
- Funding was successfully obtained to improve the infrastructure of the property - chimney, external painting, gutters, back room, etc. The garage and back room are the only outstanding projects at this time.
- A successful application was obtained to work with Tri-County for the students to rehab the back room under the direction of DPW and the Building Commissioner. The project is underway, and the students are delighted with the project.
- Volunteers continue to have a strong showing at the farm.
- Secured a new-to-us F37 from DPW which was going to be retired.

- Education

- Offered a multitude of outside farm-based programs to youth in our community, working in conjunction with Medway Community Education. Programs offered at Burke-Memorial and McGovern afterschool programs.
- Recommended the School to Farm program with Memorial which was very positively received.
- Supported Ryan Sherman in MA FRESH grant to continue 4th grade educational program at the farm
- Established stronger relationship with girl scouts and boy scouts. Worked with scouts to complete a major Eagle Scout project to rebuild the wash station specific to safety standards.
- Diversified offerings through both Medway Community Education and Parks and Recreation.
- Stoughton Elementary Schools participated in farm education this past year.

- Community/Events/Volunteers

- Participated in the Club Med segment of Chronicle in which the farm was highlighted very positively.
- Collaborated with Lions Club to build a hay wagon which will be used for multiple events. It was used as our float in the Holiday Parade.
- Continued to maintain exposure with monthly newspaper and regular newsletter articles, improved social media engagement.
- Operated concession stands at Pumpkin Walk and Holiday parade. Participated in the Holiday Parade with a float and the Pumpkin Walk providing giant pumpkins.



Medway Community Farm FY23 Report to Select Board

- Participated as a site in Pride Day and the Town wide Clean Sweep program. Over 50 volunteers were at the farm that day.
- Events Committee led 4 successful events this past year (Earth Day, BBQ and Cornhole Tournament, Farm Fest and a newly created Autumn Night Out which was held at Thayer). Worked with Juneteenth committee to host the Juneteenth event.
- Hosted the Medway Business Council's annual summer picnic, corporate volunteer days assisted with planting and harvesting.
- Continued 2 weekly sessions of master gardeners throughout the summer, one for general beautification by farmhouse and farm stand and the other to harvest food pantry support bed (Aurelia's Garden). Community members participate in these sessions.
- Participated in the Festival of Booths as the main speaker for the local Temple Etz Chaim in Franklin.
- Held our second annual Town Department Appreciation cookout in September with a good turnout.

2023 MCF Financials

P&L FY23, Balance Sheet as of 12/31/2023

Looking Ahead 2024

- Increase board membership with specific skill set: fundraising and marketing
- Continue to strengthen corporate relationships
- Continue to apply for grants to improve financial stability of farm
- Sell all of our shares! Offerings this year include a newly formatted Free Choice CSA, meat share options such as chicken only or breakfast special with bacon, sausage and eggs; mushrooms; fruit; flowers; community share for SNAP/HIP recipients
- Expand our program for food assistance to develop a coupon program modeled after the farmers market coupons with the assistance of the WholeFoods grant.
- Continue to provide crisis cards to emergency responders in \$50 denominations to assist residents
- Increase foot traffic into farm stand
- Continue fundraising and civic engagement with events, volunteer days
- Improve welcome feel of the farm stand area
- Complete the Site Survey process with Norfolk County Engineering Department
- Continue the Farm to School program with Burke Elementary, evaluate the ability to start the Farm to School program with the 2nd and 3rd graders.
- Complete the repair of the Farmhouse with assistance from the Town and Tri-County.
- Explore ways to work with Historical Society to highlight farming history in Medway
- Evaluate funding for irrigation efficiency upgrades for Lovering Street fields
- Apply for farm plates

Medway Community Farm, Inc
Multi Year Profit and Loss (% of income)
January 2021 through December 2023

								Total Jan 2021 to Dec 2023		YOY Change 2022 to 2023
		Jan - Dec 21	% of income	Jan - Dec 22	% of income	Jan - Dec 23	% of income	Jan '21 - Dec '23	% of income	
1										
2	Income									
3	Activities	180.00	0.10%	206.00	0.06%	309.31	0.13%	695.31	0.09%	50.2%
4	Direct Public Grants	500.00	0.28%	0.00	0.00%	0.00	0.00%	500.00	0.07%	
5	Direct Public Support	47,275.65	26.50%	47,756.22	14.68%	71,989.44	29.75%	167,021.31	22.40%	50.7%
6	Education Programs	10,192.00	5.71%	10,186.55	3.13%	19,968.60	8.25%	40,347.15	5.41%	96.0%
7	Fundraising/Special Events	10,259.97	5.75%	14,672.21	4.51%	14,820.78	6.13%	39,752.96	5.33%	1.0%
8	Grants, Government	1,699.00	0.95%	134,959.94	41.49%	20,922.96	8.65%	157,581.90	21.13%	-84.5%
9	Grants, Non-Government	3,000.00	1.68%	6,794.90	2.09%	25,942.00	10.72%	35,736.90	4.79%	281.8%
10	Other Types of Income	1,104.20	0.62%	15,647.12	4.81%	1,524.07	0.63%	18,275.39	2.45%	-90.3%
11	Rentals	0.00	0.00%	5,000.00	1.54%	10,000.00	4.13%	15,000.00	2.01%	100.0%
12	Sales Income	104,158.07	58.39%	90,047.32	27.68%	75,146.79	31.06%	269,352.18	36.12%	-16.5%
13	Net Other Misc Income	2.41	0.00%	13.14	0.00%	1,336.19	0.55%	1,351.74	0.18%	10068.9%
14	Total Income	178,371.30	100.00%	325,283.40	100.00%	241,960.14	100.00%	745,614.84	100.00%	-25.6%
15										
16	Expense									
17	Write-Off Acct spoils/expired	243.00	0.14%	5.00	0.00%	0.00	0.00%	248.00	0.03%	-100.0%
18	Total Retail Expenses	18,331.48	10.28%	24,692.28	7.59%	18,863.32	7.80%	61,887.08	8.30%	-23.6%
19	Finance Charge	29.87	0.02%	0.00	0.00%	0.00	0.00%	29.87	0.00%	
20	Animal Expense	1,534.82	0.86%	1,734.47	0.53%	1,474.59	0.61%	4,743.88	0.64%	-15.0%
21	Awards and Grants	0.00	0.00%	16,984.68	5.22%	0.00	0.00%	16,984.68	2.28%	-100.0%
22	Education Expenses	374.01	0.21%	214.25	0.07%	60.94	0.03%	649.20	0.09%	-71.6%
23	Facilities and Equipment	4,063.34	2.28%	10,891.39	3.35%	4,012.13	1.66%	18,966.86	2.54%	-63.2%
24	Farming Expenses	20,773.44	11.65%	27,264.35	8.38%	22,922.04	9.47%	70,959.83	9.52%	-15.9%
25	Fundraising/Events Expense	3,638.37	2.04%	3,614.27	1.11%	6,743.67	2.79%	13,996.31	1.88%	86.6%
26	General and Administrative	21,073.70	11.81%	23,182.75	7.13%	25,553.41	10.56%	69,809.86	9.36%	10.2%
27	Grant-related	0.00	0.00%	8,298.80	2.55%	477.03	0.20%	8,775.83	1.18%	-94.3%
28	Miscellaneous	377.50	0.21%	-131.02	-0.04%	0.00	0.00%	246.48	0.03%	-100.0%
29	Payroll Expense	106,490.74	59.70%	140,313.68	43.14%	138,101.29	57.08%	384,905.71	51.62%	-1.6%
30	Reimbursable Expense	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	
31	Sales Tax Paid	0.00	0.00%	94.48	0.03%	0.00	0.00%	94.48	0.01%	-100.0%
32	Total Expense	176,930.27	99.2%	257,159.38	79.1%	218,208.42	90.2%	652,298.07	87.5%	-15.1%
33										
34		1,441.03	0.8%	68,124.02	20.9%	23,751.72	9.8%	93,316.77	12.5%	-65.1%

Medway Community Farm, Inc
Balance Sheet Years
As of December 31, 2023

	Dec 31, 23	Dec 31, 22	\$ Change
1 ASSETS			
2 Current Assets			
3 Checking/Savings			
4 Middlesex Checking Acct	1,469.73	518.07	951.66
5 Middlesex Savings Bank - 8005	1,029.79	1,015.55	14.24
6 Reserve Account - 2524	5,583.22	25,227.65	-19,644.43
7 Square	5.60	5.60	0.00
8 Chkg - Development - 389161490	29,227.60	3,514.58	25,713.02
9 Chkg - Operations Acct - 1529	2,055.11	605.31	1,449.80
10 Farm Stand Cash Box	100.00	0.00	100.00
11 Markets Cash Box	-300.00	0.00	-300.00
12 Cash Exchange Box (Pouch)	293.00	220.00	73.00
13 Total Checking/Savings	39,464.05	31,106.76	8,357.29
14 Accounts Receivable			
15 Accounts Receivable	-258.51	-188.51	-70.00
16 Total Accounts Receivable	-258.51	-188.51	-70.00
17 Other Current Assets			
18 Undeposited Funds	72.13	914.40	-842.27
19 Total Other Current Assets	72.13	914.40	-842.27
20 Total Current Assets	39,277.67	31,832.65	7,445.02
21 Fixed Assets			
22 Accumulated Depreciation	-46,774.37	-54,515.37	7,741.00
23 Capital Improvements			
24 Driveway Repair - Original Cost	980.00	980.00	0.00
25 Farm House	19,912.77	19,912.77	0.00
26 Parking Lot	850.00	850.00	0.00
27 Capital Improvements - Other	15.23	15.23	0.00
28 Total Capital Improvements	21,758.00	21,758.00	0.00
29 Furniture and Equipment			
30 2023 GH 1 Tech Upgrade/fan/side	4,303.00	0.00	4,303.00
31 2023 Cooler	54,536.52	0.00	54,536.52
32 2023 Hay Trailer	1,910.24	0.00	1,910.24
33 2023 Drone	1,500.00	0.00	1,500.00
34 2023 Golf Cart	2,500.00	0.00	2,500.00
35 Manure Spreader	1,115.33	1,115.33	0.00
36 2022 Freezer, grant funded	2,831.40	2,831.40	0.00
37 2022 Farmall Super C	4,500.00	4,500.00	0.00
38 2022 Farmall C130	2,500.00	2,500.00	0.00
39 2022 Solar Installation	58,769.42	58,769.42	0.00
40 2021 Hand Wash Station	1,584.84	1,584.84	0.00
41 Generator 2021	767.46	767.46	0.00
42 2021 Glass Front Refrigerator	1,699.00	1,699.00	0.00
43 2021 BCS tractor/harrow	7,420.00	7,420.00	0.00
44 2021 Greenhouse Plastic Cover	1,334.14	1,334.14	0.00
45 2020 Greenhouse Plastic Covering	528.00	528.00	0.00
46 Prop GH 2020 - 50'	24,804.73	24,804.73	0.00
47 Brush Mower 2020	2,149.96	2,149.96	0.00
48 Cone Spreader purchased 2020	500.00	500.00	0.00
49 Walk In Cooler A/C Unit 2020	944.56	944.56	0.00
50 Kubota Tractor Asset	31,117.36	31,117.36	0.00

51	Deer Fence, Electric 2017	946.05	946.05	0.00
52	Plastic Layer 2017	1,100.00	1,100.00	0.00
53	Trailer 2017	1,488.00	1,488.00	0.00
54	1997 Ford Truck F250 2017	0.00	3,800.00	-3,800.00
55	2004 Ford Truck F150 2019	2,715.00	2,715.00	0.00
56	Farm Stand 2016	8,762.00	8,762.00	0.00
57	Farmall Cub tractor/cult 2016	3,000.00	3,000.00	0.00
58	Irrigation Pump #3 2016	699.00	699.00	0.00
59	Greenhouse Hoops 2016	1,200.00	1,200.00	0.00
60	Deer Fence 2016	720.00	720.00	0.00
61	Irrigation Pump #2 2015	699.00	699.00	0.00
62	Dodge Truck Original Cost	1,508.00	1,508.00	0.00
63	Farm Equipment	28,688.08	28,688.08	0.00
64	Greenhouse Heat Pads Orig Cost	1,244.69	1,244.69	0.00
65	Convert Greenhouse to Propane	4,260.37	4,260.37	0.00
66	Irrigation Pump - Original Cost	925.00	925.00	0.00
67	SOC Grant Funded Fixed Asset			
68	Cooler 2016	-0.49	3,940.51	-3,941.00
69	Shed for Educational	900.00	900.00	0.00
70	Total SOC Grant Funded Fixed Asset	899.51	4,840.51	-3,941.00
71	Total Furniture and Equipment	266,170.66	209,161.90	57,008.76
72	Total Fixed Assets	241,154.29	176,404.53	64,749.76
73	Other Assets			
74	Marketable Securities	30.00	30.00	0.00
75	Security Deposits Asset			
76	Happy Goats Adams Street	100.00	100.00	0.00
77	Total Security Deposits Asset	100.00	100.00	0.00
78	Total Other Assets	130.00	130.00	0.00
79	TOTAL ASSETS	280,561.96	208,367.18	72,194.78
80	LIABILITIES & EQUITY			
81	Liabilities			
82	Current Liabilities			
83	Other Current Liabilities			
84	Security Deposit	1,000.00	0.00	1,000.00
85	Bridge Loan MSB	60,248.90	15,712.38	44,536.52
86	Sales Tax Payable	363.78	348.89	14.89
87	Collord Loan	4,303.00	0.00	4,303.00
88	Kubota Tractor Loan	0.16	0.16	0.00
89	Total Other Current Liabilities	65,915.84	16,061.43	49,854.41
90	Total Current Liabilities	65,915.84	16,061.43	49,854.41
91	Long Term Liabilities			
92	SBA EIDL	67,557.23	68,968.58	-1,411.35
93	Total Long Term Liabilities	67,557.23	68,968.58	-1,411.35
94	Total Liabilities	133,473.07	85,030.01	48,443.06
95	Equity			
96	Unrestricted Net Assets	123,337.17	55,213.15	68,124.02
97	Net Income	23,751.72	68,124.02	-44,372.30
98	Total Equity	147,088.89	123,337.17	23,751.72
99	TOTAL LIABILITIES & EQUITY	280,561.96	208,367.18	72,194.78

% Change

183.69%

1.4%

-77.87%

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239.51%

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34.65%

AGENDA ITEM

#3

**Approval of Minutes:
March 2, 2024**

Associated back up materials attached:

- *March 2, 2024, draft minutes*

Select Board Meeting – Budget Workshop
March 2, 2024 – 8:30 AM
Sanford Hall
155 Village Street

Present: Glenn Trindade, Chair Frank Rossi, Vice-Chair; Todd Alessandri, Clerk; Dennis Crowley, Member; Maryjane White, Member.

Staff Present: Michael Boynton, Town Manager; Allison Potter, Assistant Town Manager; Richard Boucher, Director of Information Services; Fire Chief Jeff Lynch; Deputy Fire Chief Michael Fasolino; Deputy Fire Chief Craig Vinton; Police Chief William Kingsbury; Police Lt. Jeff Watson, Peter Pelletier, Department of Public Works (DPW) Director; Barry Smith, Water/Sewer Superintendent; Steve Carew, Parks Superintendent; Nolan Lynch, Highway Superintendent.

At 8:30 AM, Mr. Trindade called the meeting to order and led the Pledge of Allegiance.

Public Comments: There were none.

Review of Proposed Fiscal Year (FY) 2025 Operating Budget

- **Department of Public Works**
- **Fire Department**
 - **Approval: Inter-Municipal Agreement (IMA) with the Town of Milford for Brush Truck Transfer**
 - **Discussion/Vote: Contract with Sturgis Hauling & Restoration LLC for Antique Fire Truck (1964 Maxim Pumper) Restoration**
- **Police Department**
- **Information Services**

The Board reviewed the proposed (1) FY25 Operating Budget, (2) documentation from Chief Lynch, (3) IMA with the Town of Milford, (4) contract with Sturgis Hauling & Restoration LLC, (5) documentation from Chief Kingsbury.

Mr. Boynton offered an overview of the budget process and stated that the budget presented to the Board this morning is balanced. The Town settled contracts with the collective bargaining units. The salaries in the budget reflect the settled contracts. He stated there is a reinstatement of the Deputy Director of Public Works position being proposed for mid-way through FY25. The Town eliminated the position after the prior Deputy Director resigned, but it has proven to be a necessary administrative position and, if approved, the position would be filled in January 2025. Mr. Boynton also referenced the other added position, which is a second School Resource Officer, which would be filled towards the end of the fiscal year.

He briefly reviewed the utilization of free cash to date and what is proposed for Annual Town Meeting. He felt there would be a larger balance than the \$8,000 currently projected, assuming there is not a snow and ice deficit and a holdback of \$200,000 is not needed for other projects.

Department of Public Works

Mr. Pelletier reviewed the highlights of the proposed FY25 DPW budget. There were adjustments to the building maintenance budget due to increased inspections and added buildings. There was discussion about the tree budget, its utilization and Eversource's role in handling anything affecting wires.

There was discussion about the light sequencing on Rt 109, particularly with respect to the light at Walgreens. The Town has done what it can to address the problem without replacing the panel, which would cost at least \$300,000. The Board asked for this item to be added to the earmark list that was sent to Senator Spilka's office. It also asked for a video to be done that explains the issue for the residents.

Mr. Pelletier reviewed the enterprise budgets, including retained earnings. Water is doing fine, as is sewer. Solid waste has been over-reliant on retained earnings. Mr. Boynton stated that the Board will need to discuss that during its general budget discussion.

There was a brief discussion about the department's capital budget. Mr. Crowley asked what happens to the equipment that is being replaced. Mr. Pelletier answered that, generally, items are auctioned.

Fire Department

Chief Lynch stated that the Fire Department needs additional staff. There was discussion about the increase in calls and demand for this service that will only continue to grow. The Chief stated his appreciation for the support he has received from the Town Manager and the Select Board.

There was discussion about the utilization of ambulance receipts reserved for appropriation. This is used to both support the operating budget and to purchase new ambulances. Mr. Boynton reviewed the pending purchases.

There was additional discussion about the department's revenues and how the Town might be able to fund the staff levels needed. It was pointed out that that all municipalities are facing staffing shortages and that, even if the funds were there, they would have difficulty finding people to fill the positions. Mr. Boynton speculated that, in the future, fire departments would be regionalized.

Approval: Inter-Municipal Agreement (IMA) with the Town of Milford for Brush Truck Transfer

The Board reviewed the IMA.

Mr. Boynton explained that the Town of Swansea rejected the brush truck transfer, but the Town of Milford needs it, and the plan is to transfer it to Milford instead. It was noted that this benefits Medway in that, if an additional brush truck is needed, Milford can send this one to assist.

Mr. Alessandri moved that the Board rescind the November 6, 2023, vote to approve the inter-municipal agreement to transfer the brush truck to the Town of Swansea, and vote to approve the inter-municipal agreement to transfer the brush truck to the Town of Milford, as presented. Mr. Rossi seconded. No discussion. VOTE: 5-0-0.

Discussion/Vote: Contract with Sturgis Hauling & Restoration LLC for Antique Fire Truck (1964 Maxim Pumper) Restoration

The Board reviewed the contract.

Mr. Boynton stated that Sturgis Hauling has done other fire truck restorations, including for the Town of Ashland. The owner is very good at what he does. He looks forward to having the Town's truck restored. If approved, the truck would be transferred to Connecticut in April.

Mr. Alessandri moved that the Board approve and authorize the Chair to execute the contract with Sturgis Hauling & Restoration subject to receipt of the required performance bond. Mr. Rossi seconded. No discussion. VOTE: 5-0-0.

Police Department

Chief Kingsbury reviewed the reallocations of the budget to better align with the expense line items. He worked with Ms. Pratt to accomplish this. He also reviewed the increases and reasons for them. Most relate to the collective bargaining agreement. There is also an increase in the department's IT budget due to increasing costs for some of these services. The Chief noted they are working to find a replacement for the Town's police/fire communications reporting system. The company no longer exists and keeping the program long-term is not an option. It was suggested that this get added to the capital request list.

Lt. Watson discussed the department's efforts with respect to certification and accreditation. The certification is state level, accreditation is federal. The department will be filing a grant application to assist with this effort.

Mr. Crowley asked whether the department could be accredited with its current space. He also asked if there is a consultant that could be identified to cost out upgrading the current station versus the cost to build new. There is no such consultant. Gorman Richardson Lewis Architects will be presenting the feasibility report for the Town Hall, Fire, and Police Departments at the Select Board meeting on Monday. Mr. Crowley was concerned about getting accurate numbers from this report. The Chief said that he is well aware of the deficiencies of the current space and can provide that information, if needed.

Information Services

Mr. Boucher reviewed his budget and the allocations to the School Dept. versus the Town. A significant portion of this budget, both operating and capital, is directed to the Schools. He discussed past staffing challenges, as well as cybersecurity efforts, which demand more and more resources. The increased expense for the Town's time management system was also addressed.

Discussion/Vote: Approval of the Capital Improvement Plan

The Board reviewed the proposed capital improvement plan.

Mr. Boynton asked the Board to vote to approve the proposed capital budget, which was presented by the Capital Improvement Planning Committee at the Board's January 16 meeting. The associated, proposed free cash expenditure is \$2.5M.

The source of funding for the dispatch console was discussed and the preference was to use overlay reserve funds for it. Additional overlay could be transferred to the capital stabilization fund.

Mr. Boynton also mentioned that the Town would like to utilize Parks revolving funds to pay for two fences, one at the Middle School baseball field and one at Kelly St softball field, and a tractor.

The Board also discussed the Hanlon field project and potential funding sources, including Community Preservation Act funds.

Mr. Alessandri moved that the Board approve the capital improvement plan as discussed. Mr. Rossi seconded. No discussion. VOTE: 5-0-0.

General Budget Discussion

There were no materials for the Board to review.

The Board asked clarification questions about the budget and discussed the outlook in future years. The proposed FY25 budget is balanced, but there will be a challenge in FY26. The School dept. has advised that it will need a significantly larger allocation from the Town than it has historically received. There is also the imminent Tri-County School project.

Discussion/Vote: Enterprise Funds Retained Earnings and Indirect Cost Allocation

The Board reviewed the Fiscal Year 2025 Indirect Cost Allocation agreement.

The solid waste budget was discussed. Mr. Boynton stated that there has to be an increase in revenue going to this budget because the use of retained earnings is unsustainable. It would be depleted within the next two years. Mr. Crowley stated he did not want to charge staff to this budget, particularly the indirect costs. There was further discussion about how to resolve this. The recommendation was to increase the bag fees because this ensures that the people using the service are paying for it. The full-time salaries would also be pulled from this budget and instead charged to the general fund budget.

Mr. Rossi moved that the Board approve the Fiscal Year 2025 operating and enterprise fund budgets, as discussed. Mr. Alessandri seconded. Discussion: Mr. Crowley stated he would like to revisit the debt budget at a later date. **VOTE: 5-0-0.**

Mr. Alessandri moved to approve the indirect cost allocation as discussed. Mr. Rossi seconded. No discussion. VOTE: 5-0-0.

At 1:50, Mr. Alessandri moved to adjourn. Mr. Rossi seconded. VOTE: 5-0-0.

AGENDA ITEM

#4

Approval: Class II Auto Dealer's License for TJ's Gas (d/b/a Medway Mobil), 107 Main St

Associated back up materials attached:

- *Application*

Note: This business previously held a Class II license and now has a new owner. All application materials have been received, as well as sign offs from respective departments, and approval is recommended.

Proposed Motion:

I move that the Board approve a Class II dealer's license for TJ's Gas.



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

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Class I, II, III Motor Vehicle Application

Application Fee N/A - Licensing Fee: \$100 per year

3-5-2024
Date

Class I: ☐

Class II: ☒

Class III: ☐

Applicant Name: KOZHAYA SAADE

Address: 107 main ST Medway 02053

Social Security #: _____ or Federal ID #: _____

Business Name: TJ GAS INSURANCE MEDWAY MOBIL

Business Address: 107 main ST MEDWAY MA 02053

508-533-8833
Telephone

508-533-0561
Fax

Name of Proposed Establishment: TJ GAS MEDWAY MOBIL

Days & Hours of operation: 8AM - 6PM

Property Owner: MOBIL

Are you engaged principally in the business of buying, selling or exchanging motor vehicle? yes

Is your principal business the sale of new motor vehicles? yes

Is your principal business the buying and selling of second hand motor vehicles? yes

Do you have a repair facility on premises? Yes: ☒ No: ☐

If No, provide address of repair facility below:

NOTE: Copy of a contractual repair agreement must be provided before license is issued. The Town of Medway must be notified within 21 days of any changes to this agreement. Repair facility must be an enclosed structure with an interior workspace. a). length must exceed by ten feet the length of the longest motor vehicle subject to repair b). width must exceed by five feet the widest motor vehicle subject to repair.

Is your principal business that of a motor vehicle junk dealer? yes

If Class II License, do you (Check all that apply):

☒ Sell used cars only ☐ Rent or lease autos with incidental sale to the public or ☐ Conduct auctions

Give a complete description of the premises (Lot & Building sq. ft.) (Number of cars/parking spaces):

Mobile Gas Station with auto repair and inspection

Three cars to be displayed for sale on either side of building

in parking area

Parking Plan Attached: ☒

Site Plan Attached: ☐

Are you a recognized agent of a motor vehicle manufacturer? Yes: ☐ No: ☒

If Yes, state the name of manufacturer: _____

Do you have a signed contract as required by Ch. 140, section 58, Class I? Yes: ☐ No: ☒

Have you ever applied and/or received a license to deal in second hand motor vehicles or parts?

Yes: ☐ No: ☒

If Yes, in what city/town: _____

Do you have a similar business at any other location? Yes: ☐ No: ☒

If Yes, list business names & addresses: _____

Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts ever been suspended or revoked? (MGL Ch. 140) Yes: ☐ No: ☒

NOTE:

Proof of \$25,000 Bond required for all Class II License. Attached: ☐

Proof of Workers Compensation Insurance required for all licenses. Attached: ☐

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owned to the Commonwealth of Massachusetts and to the Town of Medway have been paid:


Applicant's Signature

BUILDING DEPARTMENT
Medway Town Hall

email sign off

3/5/24
Date

TREASURER
Medway Town Hall

email sign off

3/13/24
Date

FIRE DEPARTMENT
44 Milford Street

n/a

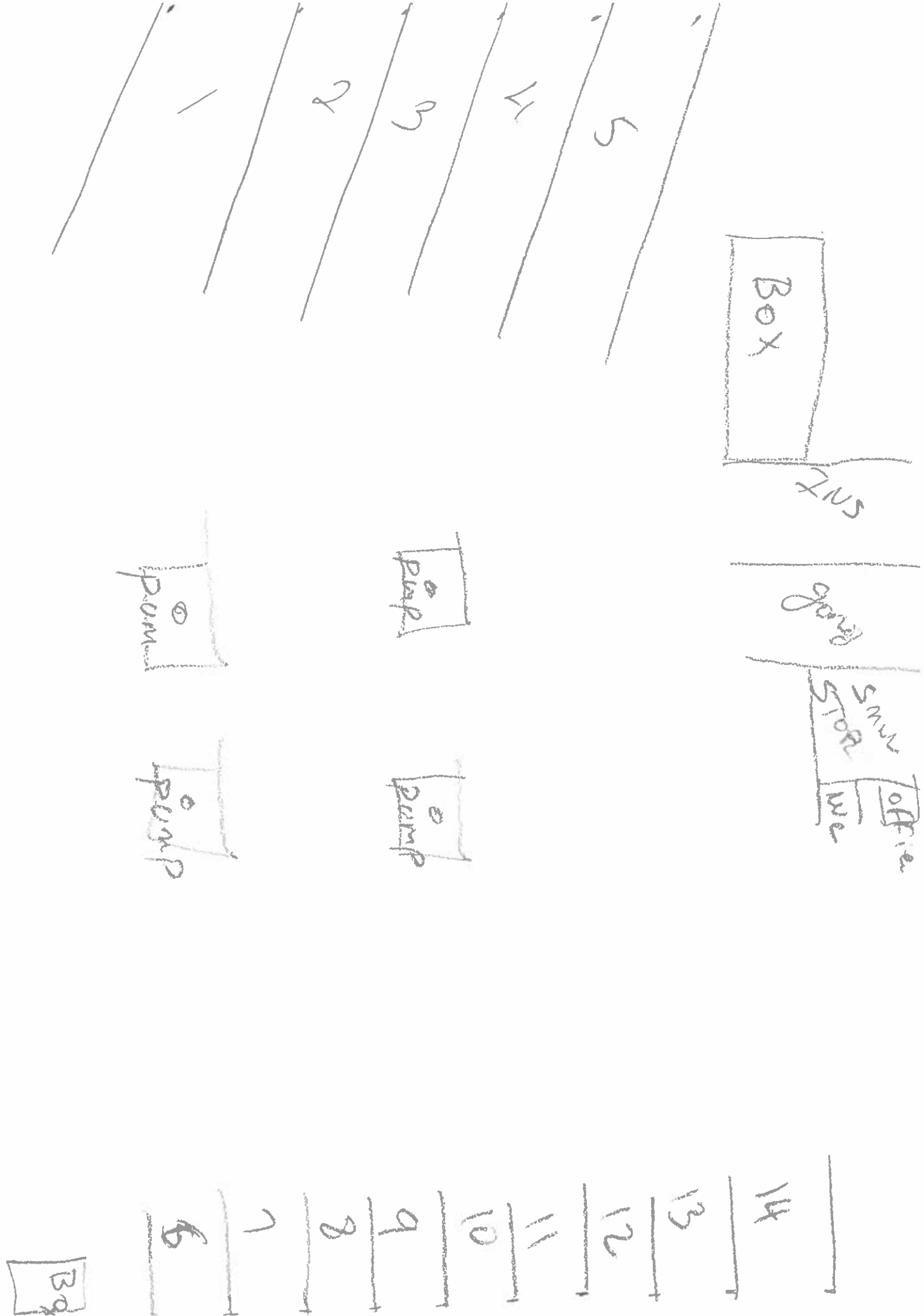
Date

POLICE DEPARTMENT
315 Village Street

email sign off

3/5/24
Date

107 Main St Parking Plan 3-5-26





Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 71603040

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: November 10, 2014

That we, TJ's Gas, Inc.

as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/ 00 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at Town of Medway, 155 Village St., Medway, MA 02053

by First Class U.S. Mail.

Address

Dated this 10th day of November, 2014



Form #5333-7-2003

TJ's Gas, Inc., Principal

By: WESTERN SURETY COMPANY, Surety

By: Paul T. Huplat, Senior Vice President

COPY

AGENDA ITEM

#5

Discussion/Vote: Indigenous Peoples' Day Committee Charge

Associated back up materials attached:

- *Charge proposed by IPD Committee*
- *Committee changes authorized in March 2022*

Proposed Motion:

I move that the Board approve the Indigenous Peoples' Day Committee's amendment to its charge as discussed.

TOWN OF MEDWAY'S INDIGENOUS PEOPLES' COMMITTEE

A. MEMBERSHIP

The Select Board shall establish an Indigenous Peoples Committee (hereinafter referred to as Committee) to be comprised of nine (9) individuals residing in and being registered voters of the Town of Medway. The composition of the Committee shall be:

- 1) Representative of Select Board
- 2) Representative of School Committee
- 3) Representative of Medway Historical Commission
- 4) Representative of Medway Public Library Trustees
- 5) Representative of Cultural Council
- 6) Four (4) Citizens At-Large

The representatives need not be members of the committees/boards listed above but shall be chosen by a majority vote of said committee/board and forwarded to the Select Board for appointment consideration.

The Members of the Committee shall serve an initial term of two (2) years to develop the program and present same to the Select Board. The Committee shall meet at designated dates, times and locations that are convenient to its members as well as promoting public participation.

B. CHARGE

The Town's Indigenous Peoples' Committee is established to celebrate, educate, and promote awareness of the historical and current presence of Indigenous People and culture within the town, emphasizing their role in shaping our community. Established to acknowledge and pay respect to the indigenous peoples as the traditional custodians of the land on which the town is situated the committee is committed to promoting an understanding of the history, culture, and contributions of indigenous peoples to the community. The committee will facilitate collaboration between the town and indigenous communities for mutual benefit and shared cultural enrichment. The committee will organize events and initiatives that celebrate indigenous heritage and foster a sense of unity within the community.

The committee is charged with identifying and preserving indigenous cultural sites, historical belongings, and practices within the town. The committee will collaborate with local institutions to develop educational programs that highlight indigenous history and culture. The committee will organize public events, workshops, and awareness campaigns to promote understanding and appreciation of indigenous heritage. The committee will encourage the inclusion of indigenous perspectives in educational curricula in community events. The committee will facilitate open dialogues between the town and indigenous communities to foster mutual understanding and cooperation. The committee will support initiatives that empower indigenous voices within the community. The Committee shall meet with the town Select Board, summarizing its activities, achievements, and

recommendations for the continued promotion of indigenous culture and history within the community on an annual basis. The committee will be responsible for regular to evaluate the effectiveness of the Committee's initiatives in achieving its objectives, with adjustments made as needed.

C. MEETINGS PROTOCOL

All meetings are to be held in a public location, properly posted and open to the public in accordance with the Massachusetts Open Meeting Law. Minutes of each meeting shall be prepared and approved by the Committee within thirty (30) days of any meeting and distributed to the Select Board.

TOWN OF MEDWAY

~~NATIVE AMERICAN & INDIGENOUS PEOPLES NATIONAL HERITAGE COMMEMORATION DAY~~

~~ESTABLISHMENT OF A STEERING DAY~~ COMMITTEE

A. MEMBERSHIP

The Select Board shall establish a ~~Native American &~~ Indigenous Peoples ~~National Heritage Commemoration~~ Day Committee (hereinafter referred to as Committee) to be comprised of nine (9) individuals residing in and being registered voters of the Town of Medway. The composition of the Committee shall be:

- 1) Representative of Select Board
- 2) Representative of School Committee
- 3) Representative of Medway Historical Commission
- 4) Representative of Medway Public Library Trustees
- 5) Representative of Cultural Council
- 6) Four (4) Citizens At-Large

The representatives need not be members of the committees/boards listed above but shall be chosen by a majority vote of said committee/board and forwarded to the Select Board for appointment consideration.

The Members of the Committee shall serve an initial term of two (2) years to develop the program and present same to the Select Board. The Committee shall meet at designated dates, times and locations that are convenient to its members as well as promoting public participation.

B. CHARGE

The Committee shall be responsible for the development, promotion and stewardship of a plan and program to commemorate and educate the National Heritage of Native Americans and Indigenous Peoples, with particular emphasis on and attention to the history of said individuals and groups throughout history here in Medway. The expectation is the creation of a day-long event, to be held annually in the month of ~~October~~, that educates members of the Community as to the history of these peoples, honors their sacrifices made through the course of American History, and celebrates their gifts and contributions to our Nation, our Commonwealth, and our Community for over 400 years. To accomplish this, the Committee will be tasked with researching the topic fully and presenting a recommended program to the Select Board. This shall be delivered not later than August 15, 2022 to allow for sufficient time to promote the event.

C. MEETINGS PROTOCOL

All meetings are to be held in a public location, properly posted and open to the public in accordance with the Massachusetts Open Meeting Law. Minutes of each meeting shall be prepared and approved by the Committee within thirty (30) days of any meeting and distributed to the Select Board. Meetings shall, to the greatest degree possible, be televised.

March, 7, 2022

Select Board Approved: March 7, 2022

AGENDA ITEM

#6

**Authorization to Expend Grant Funds:
Telecommunicator Emergency
Response Task Force (TERT) Grant -
\$12,166**

Associated back up materials attached:

- *Grant Expenditure Authorization Form*
- *Grant Award Notice*

Proposed Motion:

I move that the Board authorize the expenditure of the TERT grant as presented.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Police and Fire Communications DATE: 3/7/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Hannah Stevens

NAME OF GRANT: TERT Grant

GRANTOR: State 911 Department

GRANT AMOUNT: \$12,166

GRANT PERIOD: February 28, 2024- June 30, 2026

SCOPE OF GRANT/
ITEMS FUNDED Funding for reimbursement for TERT Team Members

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT?

ARE MATCHING TOWN
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO TOWN?
No

SELECT BOARD:

ACTION DATE

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

February 28, 2024

Hannah Stevens, Director
Medway Police Department
315 Village Street
Medway, MA 02053

Dear Ms. Stevens:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2024 – FY2026 Telecommunicator Emergency Response Taskforce (TERT) Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **February 28, 2024**, and will run through **June 30, 2026**. This contract will enable the Department to reimburse eligible expenses associated with the participation of credentialed TERT team members for TERT trainings and deployments. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory or the contract manager, please e-mail those proposed changes to 911DeptGrants@mass.gov.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY24 – FY 26 TERT Grant File

RECEIVED

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/info-details/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/info-details/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Medway (and d/b/a): Medway Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 155 Village Street - Medway, MA 02053		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: <u>Hannah Stevens</u>	Phone: <u>508-533-3212</u>	Billing Address (if different):	
E-Mail: <u>hstevens@medwaypolice.com</u>	Fax:	Contract Manager: Karen Robitaille	Phone: 508-821-7221
Contractor Vendor Code: VC6000191877		E-Mail: <u>Karen.Robitaille@mass.gov</u>	Fax:
Vendor Code Address ID (e.g. "AD001"): <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS TERT FY2024TERT3YRMEDWAY1	
		RFR/Procurement or Other ID Number: FY24 TERT	

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ Statewide Contract (OSD or an OSD-designated Department)
☐ Collective Purchase (Attach OSD approval, scope, budget)
☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
☐ Emergency Contract (Attach justification for emergency, scope, budget)
☐ Contract Employee (Attach Employment Status Form, scope, budget)
☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

____ CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: _____, 20 ____.

Enter Amendment Amount: \$ _____ (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget)
☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
☐ Contract Employee (Attach any updates to scope or budget)
☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$ 12,166.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle ____ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of expenses associated with employees, who are credentialed as a TERT member under the State 911 Department FY 2024 - FY 2026 Telecommunicator Emergency Response Taskforce (TERT) Grant as authorized and awarded in compliance with the grant guidelines and the TERT Operations Standards/Policy Manual and COMU Governance Policy and Procedure.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
☐ 2. may be incurred as of _____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
☐ 3. were incurred as of _____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2026, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 901 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Hannah Stevens Date: 2/26/24
 (Signature and Date Must Be Captured At Time of Signature)

Print Name: Hannah StevensPrint Title: Director

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Frank Pozniak Date: 2/26/24
 (Signature and Date Must Be Captured At Time of Signature)

Print Name: Frank PozniakPrint Title: Executive Director

AGENDA ITEM

#7

Discussion/Vote: Parking Restriction Proposal for North, Pine, Church and Peach Streets

Associated back up materials attached:

- *Memo from Police Chief Kingsbury*

Proposed Motion:

I move that the Board approve the parking restrictions as discussed.



Medway Police Department

315 Village Street
Medway, MA 02053

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

William H. Kingsbury
Chief of Police

March 1, 2024

Liz Langley
Administrative Assistant
Town Manger/Select Board
Town of Medway

RE: Parking Restriction Proposal Language for the March 18, 2024, Select Board Meeting Agenda.

Liz,

In response to the ongoing parking situation related to the operation of the food pantry located in the basement of the Village Church, I am requesting that the Board vote to restrict parking on the following streets on Saturdays from 12:00am to 6:30am:

- North Street
- Pine Street
- Church Street
- Peach Street

This request is in response to requests from neighborhood residents and the operators of the food pantry. At this time, I would request that we keep the restriction to the three listed streets. If the problem shifts to the larger streets in the neighborhood, we can revisit further restrictions.

I plan to be in attendance to offer remarks in support of the proposal.

Respectfully,

A handwritten signature in cursive script, reading "William H. Kingsbury".

William Kingsbury
Chief of Police
Medway Police Department

AGENDA ITEM

#8

Discussion: Charles River Pollution Control District (CRPCD) Volume Update

Associated back up materials attached:

- *Volume report*

Official Monthly Flow Data for Medway

Month	Total Monthly Flow mgd	Average Daily Flow mgd
January 2023	37.18	1.20
February 2023	27.49	0.98
March 2023	34.20	1.10
April 2023	24.63	0.82
May 2023	26.76	0.86
June 2023	22.01	0.73
July 2023	25.44	0.82
August 2023	26.59	0.86
September 2023	26.45	0.88
October 2023	28.59	0.92
November 2023	22.92	0.76
December 2023	40.60	1.31
TOTAL	342.86	0.939

Note:

Flow data includes 101 unmetered sewer homes for CY 2023

Medway capacity 0.955 mgd

AGENDA ITEM

#9

Discussion/Vote Recommendations: May 13 Special and Annual Town Meeting Warrants

Associated back up materials attached:

- *Draft Special Town Meeting warrant*
- *Draft Annual Town Meeting warrant*
- *Memo re: Zoning Articles*
- *Memo from Rich Boucher re: ATM Art. 7 (Capital Items)*

NOTE: Please vote recommendation to approve, disapprove, or TBD for each article.

TOWN OF MEDWAY
WARRANT FOR MAY 13, 2024
SPECIAL TOWN MEETING

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 13, 2024**, at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Prior Year Bills)
To see if the Town will vote to transfer \$XX from available Fiscal Year 2024 funds for the purpose of paying prior year, unpaid bills of the Town, as follows, or act in any manner relating thereto.

Total	\$XX

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Free Cash Transfer: Cassidy Parking Lot Improvements)
To see if the Town will vote to transfer \$200,000 from Certified Free Cash to supplement the amount previously allocated to the Cassidy parking lot improvements project, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Free Cash Transfer: Snow and Ice Deficit)
To see if the Town will vote to transfer a sum of money from available funds and/or Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2024 appropriation deficit, or act in any manner relating thereto.

DEPARTMENT OF PUBLIC WORKS

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Ambulance Receipts Reserves Transfer: Purchase New Ambulance)
To see if the Town will vote to transfer \$460,000 from Ambulance Receipts Reserves for the purpose of purchasing and equipping a new ambulance, and for the payment of all other incidental and related costs, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Reserve for Overlay Release; Transfer to Dispatch Equipment Replacement and Capital Stabilization)
To see if the Town will vote to transfer \$656,785 from Overlay Surplus, \$456,785 to be directed to the purchase of replacement public safety dispatch equipment and \$200,000 to the Capital Stabilization Fund, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (CPA Transfer: Medway Community Farm Structure)
To see if the Town will vote to transfer \$50,000 from Community Preservation Act funds for the purpose of constructing a multi-purpose structure on Town-owned property at 50 Winthrop Street, and for the payment of all other incidental and related costs, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Repurpose Water Project Funds)
To see if the Town will vote to transfer the sum of \$XX from the funds authorized under Article 11 of the May 9, 2022, Annual Town Meeting warrant for the purpose of constructing a water treatment plant at 19 Populatic St, which amount is no longer needed for this purpose, to fund the construction of a new pump house at Oakland Street and a meter vault and piping at Village Street, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Repurpose Monetary Articles: School Projects)

To see if the Town will vote to transfer the sum of \$30,465.90 from the funds authorized under the prior Town Meeting Articles as shown in Table 1 below, which amounts are no longer needed for such purposes, to the project and in the amount listed in Table 2 below, or act in any manner relating thereto.

TABLE 1

Town Meeting Date	Article	Description	Transfer From Amount
6/8/20 Annual	7	High School Outdoor Running Track Repair	\$9,914.71
5/9/22 Annual	7	Memorial Tile Flooring Replacement	5,002.12
5/9/22 Annual	7	Memorial Window Glazing	666.46
5/8/23 Annual	7	Middle School Library Upgrades	23.60
5/8/23 Annual	7	McGovern Tile Abatement & Replacement	4,295.97
5/8/23 Annual	7	Memorial Chimney Stack Replacement	3,640.10
11/13/23	8	Student Transport Vans (2)	6,922.94
Total			\$30,465.90

TABLE 2

Town Meeting Date	Article	Description	Transfer To Amount
11/13/23	14	Memorial Roof Design	30,465.90
Total			\$30,465.90

SCHOOL DEPARTMENT

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least FOURTEEN (14) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this ____ day of April 2024.

A TRUE COPY:

TOWN OF MEDWAY SELECT BOARD

Glenn Trindade, Chair

Frank Rossi, Vice Chair

Todd Alessandri, Clerk

Maryjane White, Member

Dennis Crowley, Member

ATTEST: _____
Paul Trufant, Constable

TOWN OF MEDWAY
WARRANT FOR MAY 13, 2024
ANNUAL TOWN MEETING

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 13, 2024**, at 7:30 PM, then and there to act on the following articles:

ARTICLE 1: (Debt Stabilization Fund Transfer)

To see if the Town will vote to transfer the sum of \$39,000 from the Debt Stabilization Fund to the Fiscal Year 2025 operating budget for the purpose of offsetting a portion of debt exclusion projects, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Transfer from Ambulance Receipts to General Fund)

To see if the Town will vote to transfer \$767,000 from Ambulance Receipts Reserved for Appropriation to the Fiscal Year 2025 General Fund Operating Budget, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Appropriation: FY25 Operating Budget)

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town, provide for a Reserve Fund, and determine what sums of money the Town will raise and appropriate, including appropriation from available funds, to defray charges and expenses of the Town including debt and interest, for the Fiscal Year ending June 30, 2025, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Appropriation: FY25 Water Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$5,438,224 for the maintenance of the Water Department Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 1,060,621
Expenses	895,400
Debt	2,989,040
Direct Costs Total	\$ 4,945,061

Indirect Costs

Indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

Indirect Costs Total	\$493,163
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Total	\$5,438,224
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$5,200,000
Retained Earnings	238,224
Total	\$5,438,224

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Appropriation: FY25 Sewer Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,040,739 for the maintenance of the Sewer Department Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 286,204

Expenses	1,369,600
Debt	225,887
Direct Costs Total	\$1,881,691

Indirect Costs

Indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

Indirect Costs Total	\$159,048
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Total	\$2,040,739
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$2,019,158
Sewer Betterment Transfer	21,581
Total	\$2,040,739

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Appropriation: FY25 Solid Waste Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,821,866 to operate the Solid Waste/Recycling Department Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 57,385
Expenses	1,576,000
Debt Service	48,444
Direct Costs Total	\$1,681,829

Indirect Costs

Indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

Indirect Costs Total	\$140,037
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Total	\$1,821,866
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And further that the above listed appropriations be funded as follows:

Trash Recycling Fees/Bag Revenues	\$1,821,866
Total	\$1,821,866

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Free Cash Appropriation: Capital and Other Items)

To see if the Town will vote to appropriate the sum of \$2,503,752 from Certified Free Cash for the purpose of funding the following capital and other items, including associated engineering, personnel, maintenance, and legal service costs, and for the payment of all other costs incidental or related thereto:

Project	Department	Cost
Vermac Full Matrix Message Board	IT	\$22,000
Dept Furniture, Fixtures, and Equipment	IT	10,000
Security Systems	IT	25,000
Projection Equipment	IT	50,000
Technology Equipment	IT	75,000
Government Transparency Initiative	IT	75,000
Infrastructure Equipment	IT	50,000
Time Management System	IT	73,000
New Voting Booths and Tables	Town Clerk	9,800
Baseline Doc for Conserv Land and Restrictions w/ Survey	Comm & Econ Devlt	24,000
Red Dot Optics	Police	11,906
Electronic Control Weapon Replacement	Police	27,929
Emergency Communications Equipment	Police	36,000
Hydraulic Extrication Tools	Fire	100,000
Replace 2014 Ford F250	School	68,000
High School Auditorium Stage Lighting	School	117,000
Burke Elem MEDI Wing Floor Abatement and Re-Tile	School	150,000
McGovern Cafeteria A/C	School	150,000
Replace 715	DPW	30,000
Village St Drainage Improvements	DPW	30,500
Replace 714	DPW	45,617
Curb Box Machine	DPW	13,000
Replace Light Towers	DPW	65,000
Vibroscreen	DPW	130,000
Various Storm Water Improvement	DPW	200,000
Roads and Sidewalks	DPW	750,000
Replace 347 Wing Mower 2013	DPW	100,000

Police Station Light Fixture Replacement	DPW	30,000
Repair Sink Hole Outside Story Hour Room	Library	5,000
Story Hour Room and Area Ventilation	Library	30,000
Free Cash Total		<u>\$2,503,752</u>

Or act in any manner relating thereto.

**CAPITAL IMPROVEMENT
PLANNING COMMITTEE**

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Raise & Appropriate: Roads & Sidewalks)

To see if the Town will vote to raise and appropriate the sum of \$800,000 for the purposes of making repairs to various roads, sidewalks, bridges, and related appurtenances, and to fund, as needed, design, engineering, and construction management services, and for the payment of all other costs incidental and related thereto, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Water Retained Earnings Transfer: Replace Ford F550)

To see if the Town will vote to transfer the sum of \$105,000 from Water Enterprise Fund retained earnings for the purpose of funding the replacement of a 2013 Ford F550 (Veh. 417), or act in any manner relating thereto.

PUBLIC WORKS DEPT.

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Sewer Enterprise Retained Earnings Transfer: Inflow & Infiltration)

To see if the Town will vote to transfer from Sewer Enterprise Fund retained earnings the sum of \$200,000 for the purpose of funding sewer inflow and infiltration work, or act in any manner relating thereto.

PUBLIC WORKS DEPT.

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (Hanlon Track & Field Construction, Incl. Transfer from CPA Funds and Athletic Stabilization)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds \$2,250,000 for the purpose of funding the replacement of the Hanlon track and field at Medway High School, including engineering, design, project management and site preparation, and for the payment of all other costs incidental and related thereto; and for the payment of all other costs incidental and related thereto, \$1,450,000 is to be borrowed, \$500,000 is to be transferred from Community Preservation Act funds, and \$300,000 transferred from the Athletic Stabilization fund, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 12: (Capital Stabilization Transfer: Memorial School Roof Replacement)

To see if the Town will vote to transfer a sum of money from the Capital Stabilization Fund for the purpose of design, engineering, and construction of the Memorial Elementary School roof, and for the payment of all other costs incidental and related thereto, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 13: (Appropriation: OPEB Trust)

To see if the Town will vote to raise and appropriate the sum of \$300,000 to the Town of Medway Other Post-Employment Benefits (OPEB) Trust account, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 14: (Appropriation: General Stabilization)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$100,000 to be allocated to the General Stabilization Fund, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 15: (Appropriation: Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2025 Community Preservation budget and to appropriate, or reserve for later appropriations, monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the payment of debt service, the undertaking of community preservation projects and all other necessary and proper expenses for the Fiscal Year 2024, as follows:

CPA Administration:	
CPC Expenses	\$15,000
CPC Salaries	5,000
CPC Debt Expense	397,975
Transfer to Affordable Housing Trust:	
Coordinator Salary/Expense	10,000
Expenses	7,500
Historic Resources:	
Historic Property Signs	4,500
Open Space:	
Total Direct Costs	\$439,975

Reserves:	10% of Estimated Fund Revenues
Open Space	\$151,438
Community Housing	\$133,938
Historical Preservation	\$146,938

or act in any manner relating thereto.

COMMUNITY PRESERVATION COMMITTEE

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Medway Grid PILOT Authorization)

To see if the Town will vote to authorize the Select Board to execute the negotiated Payment In Lieu of Taxes (PILOT) agreement with Medway Grid, LLC, for the new battery energy storage project proposed to be constructed and installed at 49, 53, and 55 Milford Street, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 17: (Amend General Bylaws –Revolving Funds; Authorize FY25 Spending Limits)

To see if the Town will vote, pursuant to Massachusetts General Laws Chapter 44, Section 53E1/2, to amend the General Bylaws Section 27, Revolving Funds, by inserting a new revolving fund as shown in **bold** as follows:

Program or Purpose	Authorized Representative or Board to Spend	Department Receipts
School Transportation	School Department	Student transportation fees and charges.

And, further, to set Fiscal Year 2025 spending limits for revolving funds as follows:

Program or Purpose	FY2025 Spending Limit
Self-supporting parks and recreation services, including salaries and benefits	\$620,000
Dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$130,000
Library printer, copier and fax expenses	\$3,200
Library meeting room	\$1,000
Thayer Homestead partial self-support of property, including salaries and benefits	\$95,000
Tobacco license compliance inspections	\$2,500
School Transportation	\$300,000

or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 18: (Amend General Bylaws: Scenic Roads)

To see if the Town will vote to amend its General Bylaws by enacting a new Bylaw entitled Scenic Road Bylaw as set forth below, with the correct Section number to be assigned by the Town Clerk.

Scenic Road Bylaw

I. GENERAL

A. Purpose – This Bylaw is enacted for the purpose of further protecting the natural beauty that currently exists within the rights-of-way of select roads in the Town of Medway pursuant to M.G.L. chapter 40, section 15C.

B. Designated Scenic Roads – The twenty-four roads designated as Scenic Roads at the Town Meeting of December 30, 1975 and an additional one road designated as a Scenic Road at the Town Meeting of May 14, 2001. Additional roads may be designated as Scenic Roads by vote of Town Meeting in accordance with the provisions of M.G.L. chapter 40, section 15C.

C. Regulations – The Planning and Economic Development Board may promulgate rules and regulations to implement this Bylaw, including but not limited to procedures for submission and review of applications, application requirements, filing fees, waivers, decision criteria, and other matters.

II. PROCEDURES

The procedure for filing an application and for the public hearing are governed by M.G.L. chapter 40, section 15C and the Board's Rules and Regulations for Review and Issuance of Scenic Road Permits.

III. ENFORCEMENT

A. Failure to file – A person's failure to file with the Board for a Scenic Road Work Permit for the cutting or removal of a tree(s) or the tearing down or destruction of stone walls, or portions thereof within the right-of-way on a Scenic Road will necessitate that person's immediate filing for the required permit. Restoration measures, as determined by the Board after a Scenic Road public hearing, may be required.

B. Compliance – The failure by an applicant to comply with the duly issued decision of the Board in a Scenic Road Work Permit after one year from issuance may necessitate the enforcement of remedial measures which the Board deems necessary, including, but not limited to enforcement through non-criminal disposition and additional restoration measures.

C. Enforcement – The Building Commissioner, the Tree Warden, the Director of Public Works or his/her designee may enforce violations of this Bylaw.

D. Penalties- Anyone who violates the provisions of this Bylaw shall be punished by a fine of not more than \$300.00 per violation. As an alternative means of enforcement, the violator may be subject to non-criminal disposition in accordance with M.G.L., Chapter 40, Section 21D, as follows:

1. First offense: \$100 per violation;
2. Second offense: \$200 per violation;
3. Third and all subsequent offenses: \$300 per violation;
4. Each day's failure to comply shall constitute a separate and distinct offense.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 19: (Amend Zoning Bylaws: Awning Signs)

To see if the Town will vote to amend the Zoning Bylaw Section 7.2 Signs by amending Section 7.2.B.7 as follows, deleted language is shown in strikethrough, new language is shown in bold:

7. Computation of Sign Area for Awning Signs:

a. ~~For signs on internally illuminated awnings where the awning is comprised in whole or in part with translucent material,~~ The sign surface area shall be considered to be the smallest single rectangle as measured with vertical and horizontal lines, enclosing the entire area **of the sign**, ~~is fabricated with the translucent material~~ including but not limited to all lettering and wording, all accompanying designs, logos or symbols, and any contrasting background area.

b. ~~For signs on externally illuminated awnings, the sign surface area shall include the entire area of awning that is externally illuminated.~~

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 20: (Amend Zoning Bylaws: Parking)

To see if the Town will vote to amend the Zoning Bylaw Section 7.1.1 Off-Street Parking by amending Table 3: Schedule of Off-Street Parking Requirements by changing the required number for ARCPUD housing from “2.0 spaces per unit” to “1.5 spaces per unit”.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 21: (Amend Zoning Bylaws: Outdoor Displays)

To see if the Town will vote to amend the Zoning Bylaw by adding as Section 5.4.1:

5.4.1. Outdoor Displays.

A. Outdoor Displays which comply with the following requirements are allowed as of right in zoning districts Central Business, Village Commercial, Neighborhood Commercial, and Business Industrial:

1. Outdoor displays are prohibited on any parking, delivery or loading areas; fire lanes; drive aisles; or sidewalks where less than 6 feet of sidewalk width remains for pedestrian access; or any other location that could cause a safety hazard.
2. Only products offered for sale by the store may be displayed. The sidewalk space shall not be leased to or used by an outside vendor or include self-contained fixtures such as vending machines, or coin operated amusements.
3. Merchandise must be displayed such that a minimum of 6 feet of sidewalk clearance is maintained at all times for pedestrians and handicap accessibility. Items should be located immediately adjacent to the building and may not extend beyond the subject business' storefront space. Display items shall not obstruct the normal ingress and egress from the subject business or other nearby businesses.
4. Outdoor display racks and shelving shall be:
 - a. Constructed of sturdy materials such as wood, iron, steel, clay, canvas, aluminum, or plastic. Prohibited shelving materials are glass, porcelain, and other breakable materials, including any items that may pose a hazard.
 - b. Maintained and in good condition at all times. Broken, rusting, degraded, torn, tattered or similar items shall be removed promptly.
5. Displayed merchandise shall not pose any health or safety hazard.
6. Displays shall specify that the actual sale of outdoor merchandise shall take place inside the store.
7. No additional business signage beyond pricing and product information is allowed.
8. The display is subject to the determination by the fire department that any overhang above the display area is of noncombustible material, or if it is combustible, subject to a fire protection plan approved by the fire department.

B. Any proposed outdoor display that does not meet these standards requires a special permit from the Zoning Board of Appeals.

And by amending Section 5.4 Table 1: Schedule of Uses, by adding after "Outdoor Display" the words "Subject to Section 5.4.1".

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 22: (Amend Zoning Bylaws: Housekeeping)

To see if the Town will vote to amend the Zoning Bylaw as follows, deleted language is shown in strikethrough, new language is shown in bold:

- (1) Delete Section 1.5 Amendment in its entirety.
- (2) Amend Central Business Zoning District, Section 10.4.C.1.a to read:
 - (a) Rowhouse (RH) **as set forth in Table 9.4.C.1.A**
- (3) Amend the first sentence of Section 10 Central Business District, section 10.3.D.7:

7. The maximum height of a mixed use building may be extended by no more than ~~12 additional feet and~~ one additional story, **which may not exceed 12 feet in height**, by special permit from the PEDB if the proposed development includes a provision for permanently protecting a portion of the development as conservation or open space land, beyond the requirements for open space established in this bylaw, by means of a conservation restriction, conveyance to the Town, or conveyance to a nonprofit organization, the principal purpose of which is the conservation of open space.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 23: (Multifamily Overlay District)

To see if the Town will vote to amend the Medway Zoning Bylaw by inserting a new Section 5.6.5, Multifamily Overlay District, as set forth below; and to amend its Zoning Map to insert the new Multifamily Overlay District as shown on the proposed Multifamily Overlay District zoning map below.

5.6.5 Multifamily Overlay District

A. Purposes. The purposes of the Multifamily Overlay District (MOD) are to:

1. Provide for multifamily housing development in accordance with G.L. c. 40A, § 3A;
2. Encourage the production of a variety of housing sizes and types to provide access to new housing for people with a variety of needs and income levels; and
3. Increase the tax base through private investment in new housing development.

B. Establishment of District

The MOD is shown on the map entitled, Multifamily Overlay District, and dated [date], on file with the Town Clerk.

C. Applicability.

Development of land within the MOD may be undertaken subject to the requirements of this Section 5.6.5 or by complying with all applicable requirements of the underlying district. Developments proceeding under this Section 5.6.5 shall be governed solely by the provisions herein and the standards or procedures of the underlying districts shall not apply. Where the MOD provides for uses and dimensional controls not otherwise allowed in the underlying district and/or applicable overlay districts, the provisions of the MOD shall control. Uses and dimensional controls of the MOD are not subject to any special permit requirements of the underlying district and/or applicable overlay districts. Where the MOD requires a special permit as provided herein, the Planning and Economic Development Board shall be the special permit granting authority.

The MOD contains the following sub-districts, all of which are shown on the Multifamily Overlay District map:

Subdistrict 1/Summer Street

Subdistrict 2/Main Street

D. Use Regulations

The following uses shall be permitted in the MOD, subject to MOD Development Plan Review under Section 5.6.5(I). Section 3.5, Site Plan Review, shall not apply to developments under this Section 5.6.5.

1. Multifamily housing. For purposes of this Section 5.6.5, multifamily housing includes a building with three or more dwelling units or two or more buildings on the same lot with more than one dwelling unit in each building.
2. Accessory uses
 - a) Swimming pool
 - b) Tennis court, other game court
 - c) Off-street parking

E. Density and Dimensional Regulations

1. Basic Standards

	Summer Street	Main Street
Minimum lot area	2 acres	1 acre
Maximum lot coverage	20%	20%
Minimum open space	70%	30%
Maximum height		
Stories (maximum)	3	3
Feet (maximum)	45	45
Minimum frontage	100	100

Minimum setbacks:	25	25
Front	25	25
Side	15	15
Rear	20	20
Maximum units per acre	16	16
Maximum units per building	24	24

2. Height Increase by Special Permit.

a. The maximum height of a multifamily building may be extended by no more than one additional story, which may not exceed 12 feet in height, by special permit from the Board if the proposed development provides for an increase in open space beyond the minimum open space requirements established in this Section 5.6.5, provided that the additional open space shall be protected by means of a conservation restriction, conveyance to the Town, or conveyance to a nonprofit organization, the principal purpose of which is the conservation of open space. The minimum open space requirements in this Section 5.6.5 include the minimum open space percentage set forth in Subsection E.1 above; all required front, side and rear setbacks; all transitional buffers required under Subsection E.3; outdoor amenity spaces; and any other applicable requirements in the Zoning Bylaw that require any portion of the site to remain in an open or undeveloped state.

b. In determining whether to grant a special permit for the additional height, the Board shall consider the following factors: whether the proposal provides for better site design; whether the proposal helps mitigate any impacts on abutting properties; whether the proposal increases the protection of wetlands and other sensitive environmental areas; and whether the proposal helps to protect important topographical features and reduce land disturbance, filling, and cutting. In any case where the additional open space land is not conveyed to the Town, a restriction enforceable by the Town shall be recorded providing that the land shall be kept in an open or natural state and not to be developed. All conservation restrictions must be approved by Town Counsel.

3. In addition to the standard in subsections 1 and 2 above, developments in the MOD shall provide a Transitional Buffer Zone to create a compatible transition with surrounding neighborhoods. The Transitional Buffer Zone shall consist of a minimum setback of 50 feet along all rear and side property lines that abut lots in residential zoning districts if those lots are not within the MOD. Existing trees and other vegetation shall be preserved unless it is necessary to remove them, (e.g. invasive species, diseased trees), and shall be supplemented with additional landscaping as appropriate to mitigate noise, lighting, and building mass from the multifamily housing.

F. Affordable Housing. Any residential or mixed-use development in the MOD shall comply with Section 8.6 of this Bylaw, except as follows:

1. In any development of six or more units in the MOD, at least 10 percent of the units shall be affordable housing units. Section 8.6(C)(1), Table 11, shall not apply in the

MOD.

2. All affordable units in the MOD shall be on-site units. Other methods of providing affordable units under Section 8.6(D)(2),(3), and (4) shall not apply in the MOD.

G. Off-Street Parking

1. In the MOD, off-street parking shall comply with Section 7.1.1 except as provided in this Section 5.6.5.
2. For multifamily development in the MOD, there shall be at least 1.5 parking spaces per unit.
3. Bicycle spaces. Covered bicycle spaces shall be provided for any multifamily development of 10 or more units. The number of covered bicycle parking spaces shall be 1 for every 3 units.
4. Surface parking shall be located to the rear or side of the principal building and shall not be located not within the minimum setback between the building and any lot line adjacent to the street or internal access drive. No surface parking shall be located between the front building line of a residential building and the front lot line.
5. Structured parking in a separate parking garage shall be located at least 20 feet behind the front building line of the multi-family dwellings on the lot.

H. Site Development Standards. Unless otherwise provided herein, site development shall comply with Section 7 of the Zoning Bylaw.

1. Connectivity. Developments shall provide accessible walkways connecting building entrances to building entrances, buildings to streets, and buildings to sidewalks and adjacent public features, such as parks and playgrounds, with minimal interruption by driveways.
2. Parking lot aisles and access and interior driveways shall not count as walkways. The Board may require benches, waiting areas, bicycle racks, stroller bays, and other sheltered spaces near building entrances.
3. To the maximum extent possible, walkways should have some degree of shelter achieved through the use of building fronts, trees, low hedges, arcades, trellised walks, or other means to delimit the pedestrian space.
4. Site landscaping shall not block a driver's view of oncoming traffic. No fence, wall, sign, landscaping, or plantings shall be placed within the clear sight triangle so as to obstruct visibility at any internal intersection, or any intersection with a public or private way. The clear sight triangle is that formed by the intersecting ways or drives and a straight line joining said lines at a point twenty feet distant from the point of intersection. See Section 6.2.F.4 for clear sight triangle diagram.

5. Vehicular access. Where feasible, curb cuts shall be minimized. While common driveways providing access from a public way are not permitted, they are encouraged to serve units within the development.
6. Plantings. Plants on the Massachusetts Prohibited Plant List, as may be amended, are prohibited. To the maximum extent feasible, all landscaping shall be native, drought resistant, pest tolerant, salt tolerant, hardy for Zone 6, and non-invasive as identified in *The Evaluation of Non-Native Plant Species for Invasiveness in Massachusetts* by the Massachusetts Invasive Plant Advisory Group.
7. Lighting. Outdoor lighting shall comply with Section 7.1.2 of this Zoning Bylaw.
8. Mechanicals. Mechanical equipment at ground level shall be screened by a combination of fencing and plantings. Rooftop mechanical equipment shall be screened from view.
9. Dumpsters. Dumpsters shall be screened by a combination of fencing and plantings.. Where feasible, dumpsters or other trash and recycling collection points shall be located within the building.
10. Stormwater management. The applicant shall propose strategies that demonstrate compliance with the most current versions of the Massachusetts Department of Environmental Protection Stormwater Management Standards, the Massachusetts Stormwater Handbook, Massachusetts Erosion Sediment and Control Guidelines, and an Operations and Management Plan for both the construction activities and ongoing postconstruction maintenance and reporting requirements. Stormwater management calculations will be based on NOAA Atlas 14+.
 - a. The Post-Construction Stormwater Management Plan and its associated Long-Term Operation and Maintenance Plan shall comply with Article 26 Stormwater Management and Land Disturbance of the Medway General Bylaws, the Town's Land Disturbance Permit Rules and Regulations, and the current Massachusetts Stormwater Handbook.
 - b. Low Impact Development (LID) – Applicants shall incorporate Low Impact Development (LID) management practices including nature-based management measures in site design and incorporate environmentally sensitive design principles unless infeasible and shall comply with the following requirements:
 - (i) Reduce runoff and pollutant loading by managing runoff as close to its source as possible;
 - (ii) Utilize integrated LID and individual small-scale stormwater management practices (isolated LID practices) to promote the use of natural systems for infiltration, evapotranspiration, the harvesting and use of rainwater, and reduction of flows to drainage collection systems;
 - (iii) Reduce impervious cover;

- (iv) Conserve and protect natural lands, especially open space landscapes, high-quality wildlife habitat, or existing farmland;
 - (v) Utilize compact building design and increasing density to prevent sprawl, enhance walkability, and preserve more undisturbed natural areas;
- c. Subsurface detention and infiltration systems shall be designed with access manholes and inspection ports to provide proper means to inspect and maintain the system. All subsurface detention and infiltration systems shall contain an internal “forebay” or pre-treatment chamber row which will allow treatment of first flush runoff (the first 1” of any rainstorm) before discharging stormwater to the remainder of the system and shall be designed to allow for proper access for inspection and maintenance.
 - d. Infiltration measures shall be provided to mitigate post-development increases in runoff resulting from proposed rooftops. Runoff from proposed rooftops throughout the site shall be directly routed to dedicated infiltration Best Management Practices (BMPs). Discharge of roof runoff directly to surface grade is strictly prohibited. If runoff is directed to infiltration BMPs which also mitigate surface runoff, the roof runoff shall be directly discharged to the BMP and not allowed to comingle with untreated surface runoff prior to discharge to the BMP. Installation of metal roofs on buildings and structures depicted on the site plan shall meet the requirements of the most current updated version of the MA Stormwater Handbook.

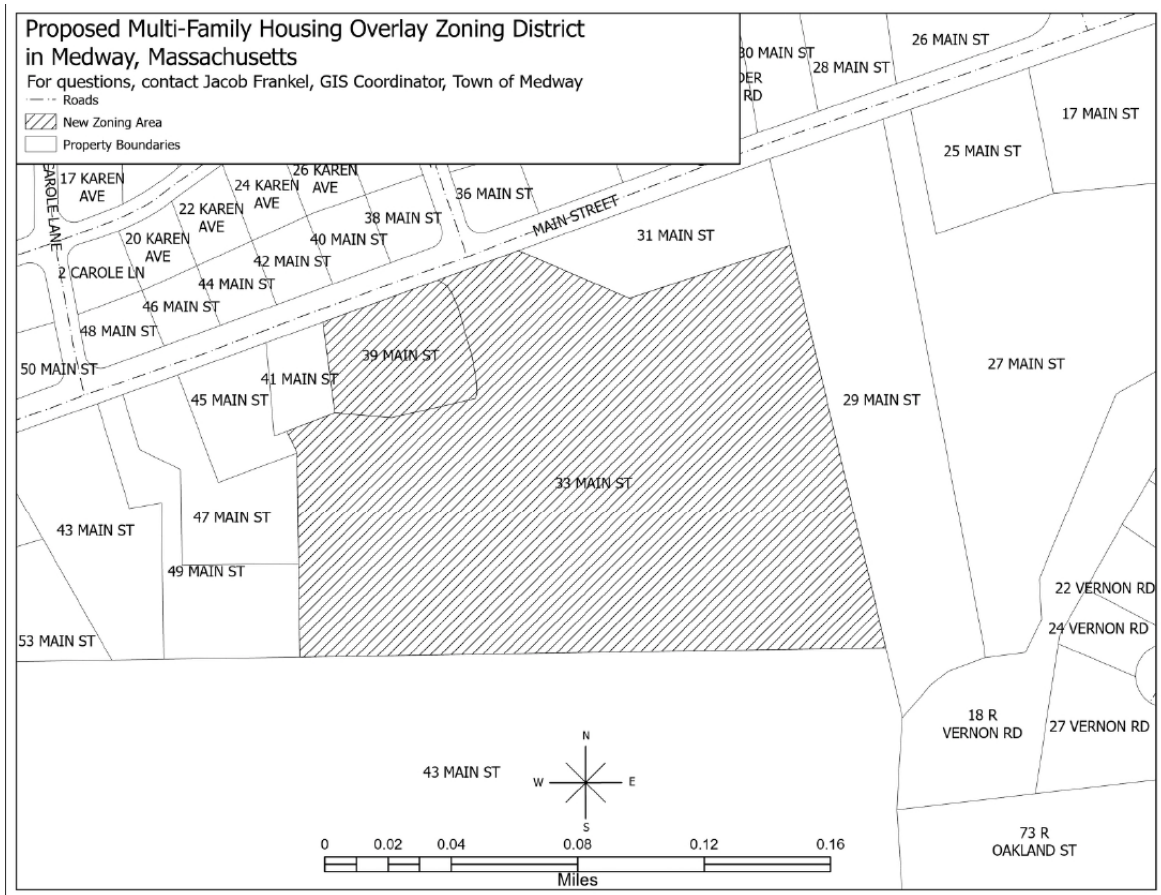
11. Buildings.

- a. The orientation of multiple buildings on a lot should reinforce the relationships among the buildings. All building façade(s) shall be treated with the same care and attention in terms of entries, fenestration, and materials.
- b. Building(s) adjacent to a principal access drive shall have a pedestrian entry facing that access drive.
- c. To encourage clustering of buildings and preservation of open space, placement and separation of buildings shall be subject to review and comment by the Fire Chief with regard to fire safety.

- 12. Outdoor Amenity Space. A minimum of 20% of the lot shall be dedicated to Outdoor Amenity Space. The Outdoor Amenity Space may consist of any of the Outdoor Amenity Space types in Table 9.6.B.1 of this Bylaw other than Pedestrian Passage or Outdoor Dining. The Outdoor Amenity Space shall also comply with the Description and Design Standards of Table 9.6.B.1. The minimum 20% of Outdoor Amenity Space may be reduced or waived to comply with the required density of G.L. c. 40A, § 3A and the associated Compliance Guidelines.

I. MOD Development Plan Approval

1. All uses in the MOD shall be subject to MOD Development Plan Approval under this Section 5.6.5 to the maximum extent possible. No provision of Section 5.6.5 shall allow a denial or unreasonable conditioning of a multifamily use.
2. Application Procedures. Application for Development Plan Approval under this Section 5.6.5 shall be filed with the Town Clerk. The filing shall include all required forms and submission requirements in the Planning and Economic Development Board's Multifamily Overlay District Rules and Regulations. A copy of the Application, including the date and time of filing, as well as the required number of copies of the Application, shall be filed forthwith by the Applicant with the Planning and Economic Development Board.
3. Upon receipt by the Board, applications shall be distributed to the Building Commissioner, Fire Chief, Police Chief, Health Department, Conservation Commission, Select Board, and the Department of Public Works. Any reports from these reviewing parties shall be submitted to the Board within 35 days of filing of the Application. The Planning and Economic Development Board or its designee shall forward to the Applicant copies of all comments and recommendations received to date from other boards, commissions, or departments.
4. Public Hearing. Within 45 days of receipt of an Application under this Section 5.6.5, the Planning and Economic Development Board shall open a public hearing and review all Applications in accordance with G.L. c. 40A, § 11.
5. No later than 90 days from the date the Application was received by the Town Clerk, the Board shall approve the plan with any reasonable conditions it deems appropriate to ensure compliance with the requirements of this Section 5.6.5 and other applicable sections of the Zoning Bylaw and file its written decision with the Town Clerk. The decision shall be by majority vote. The time limit for public hearings and taking of action by the Board may be extended by written agreement between the Applicant and the Planning and Economic Development Board. A copy of the agreement shall be filed with the Town Clerk.
6. A copy of the decision shall be mailed to the owner and to the Applicant, if other than the owner. A notice of the decision shall be sent to the parties in interest and to persons who requested a notice at the public hearing.
7. MOD Development Plan Approval shall remain valid and shall run with the land indefinitely provided that construction has commenced within three years after the Board issues the decision, excluding time required to adjudicate any appeal from the Board's decision. The time for commencing construction shall also be extended if the Applicant is actively pursuing other required permits for the project, or if there is good cause for the Applicant's failure to commence construction, or as may be provided in an approval for a multi-phase Development under this Section 5.6.5.
8. Design Guidelines. The Board may adopt Design Guidelines for development in the Multifamily Overlay District and shall file a copy with the Town Clerk. The Design



Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 24: (Amend Zoning Bylaws: Open Space Residential Development)
 To see if the Town will vote to amend Section 8.4, Open Space Residential Development, of the Medway Zoning Bylaw as follows, new text shown in **bold**, deleted text shown in strikethrough:

OPEN SPACE RESIDENTIAL DEVELOPMENT (OSRD)

A. Purposes. The purposes of open space-residential development (OSRD) are to preserve open space, agricultural and forestry land, view sheds, wildlife habitat and corridors, wetlands and water resources, and historical and archeological resources; minimize the total amount of disturbance on a site; encourage more efficient development that consumes less open land and respects existing topography and natural features better than a conventional or grid subdivision; encourage flexibility and creativity in the design of residential developments; and ~~through flexible design and more efficient use of land, facilitate the provision of a greater~~ variety of housing opportunities in the Town.

B. Applicability. ~~The Planning and Economic Development Board may grant a special permit for an OSRD concept plan for any tract of land with~~ **OSRD projects are permitted by-right on any tract of land with 10 5 or more contiguous acres in the AR-I or AR-II district, or a tract of land with less than 10 acres if such property directly abuts the Charles River, Chicken Brook, or Hopping Brook and land abutting any of these waterways is included in the minimum required open space under sub-section F, Common Open Space (below).** For the purposes of this Section 8.4, parcels directly opposite each other on an existing street, each with at least 25 feet of frontage on the same 25-foot section of roadway, may be considered contiguous if they have practical development potential as determined by the Planning and Economic Development Board.

Land Division. ~~The OSRD may be a subdivision or a division of land pursuant to G.L. c. 41, § 81P, or a condominium on land not so divided or subdivided.~~

C. Affordable Housing. An OSRD is subject to Section 8.6 Affordable Housing of this Bylaw.

D. Use Regulations. An OSRD ~~special permit~~ may provide for ~~any of~~ the following uses as determined by the Planning and Economic Development Board:

1. Detached single-family dwellings
2. Two attached single-family dwellings

E. Density and Dimensional Regulations.

1. The number of dwelling units allowed in an OSRD shall be determined by ~~the Planning and Economic Development Board~~ **the maximum number of lots shown on a conventional subdivision plan subject to Section 6.1 – TABLE 2 and the OSRD Rules and Regulations without waivers of any kind a Yield Analysis as described in Paragraph J below**

2. The Planning and Economic Development Board may waive the applicable minimum lot area, lot shape, minimum lot frontage, and other bulk requirements for lots within an OSRD, subject to the following:

a. Lots having reduced area or frontage shall not have frontage on a street other than a street created by the OSRD ~~unless such reduced lots are consistent with established development patterns in the neighborhood, as determined by the Planning and Economic Development Board.~~

b. The minimum lot frontage shall be 50 feet.

c. The minimum front setback shall be 25 feet unless a reduction is authorized by the Planning and Economic Development Board.

d. The minimum lot area per unit shall be 50 percent of the minimum lot area in the district in accordance with Section 6 of this Zoning Bylaw. **For a two-family house, the minimum lot area shall be 22,500 square feet.**

3. ~~The fifteen~~ **ten-foot** area from the side and rear lot lines of the subject parcel shall serve as a buffer area as defined in this Bylaw. No buildings, structures, roadways, above ground utilities or other infrastructure shall be constructed within this buffer area, however fencing/stone walls and walking paths/trails are permitted

~~No buildings or structures shall be constructed within fifty feet from the street right-of-way line of a public way or within fifty feet from the side and rear lot lines.~~

4. In order to allow flexibility and creativity in siting buildings while also promoting privacy, buildings shall be separated as follows:

Type/Size of Building	Average Separation (linear feet)
Single family detached dwelling units with 2500 sq. ft. or less of habitable space	20
Two attached dwelling units with an average of 2500 sq. ft. or less of habitable space each	
Single family detached dwelling units with more than 2500 sq. ft. of habitable space	30
Two attached dwelling units with an average of 2500 sq. ft. or more of habitable space each	

The calculation of average separation distances shall be based on buildings that can be connected with an imaginary line that does not cross a roadway. On a through road, the separation distances on each side of the road shall be calculated separately. On a cul-de-sac, all of the buildings that can be connected by an imaginary line on both sides and around the bulb of the cul-de-sac shall be counted. On a loop road, the buildings on the exterior and interior of the loop will be calculated separately. Detached accessory buildings such as garages up to two bays and one-story sheds that do not require a building permit shall not be considered in calculating the distances between buildings.

F. Common Open Space. The OSRD must provide Common Open Space to be protected in perpetuity. Common Open Space shall comprise at least **40 percent of the site for parcels of 10 acres or less**, 50 percent of the site for parcels of 25 acres or less, and at least 60 percent of the site for parcels of more than 25 acres. The Common Open Space shall not be further subdivided, and a notation to this effect shall be placed on the plan to be recorded with the Norfolk Registry of Deeds. The following standards apply to the Common Open Space in an OSRD.

1. Use, Shape, and Location.

- a. Common Open Space shall be functional for wildlife habitat, passive recreation, resource preservation, agriculture or equestrian uses.
- b. To the maximum extent feasible, the Common Open Space shall be undisturbed, unaltered and left in its natural or existing condition. It shall be appropriate in size, shape, dimension, location, and character to assure its use as a conservation area, or where appropriate, a recreational area. Not more than 10 percent of the open space may be covered by gravel roadways, pavement or structures accessory to the dedicated use or uses of the open space. However, principal or accessory structures and access roads essential to an agricultural use are exempt from this limitation.

c. While protecting natural resources is a primary goal of this Section 8.4, the Common Open Space may provide for recreation areas such as commons, parks, **walking trails**, and playgrounds.

d. ~~The percentage of open space that includes wetlands shall not exceed the percentage of the site that includes wetlands unless waived by the Planning and Economic Development Board.~~ **No more than 50 percent of Common Open Space shall contain wetlands.**

e. Wherever feasible, the Common Open Space shall be contiguous, and linked to other existing open space.

f. The following shall not qualify for inclusion in the Common Open Space unless approved by the Planning and Economic Development Board:

- 1) Existing or proposed utility easements;
- 2) Surface stormwater management systems or sub-surface drainage, septic, and leaching systems pursuant to Title 5;
- 3) Land within ~~30~~**50** feet of any dwelling unit;
- 4) Median strips, landscaped areas within parking areas, or narrow, unconnected strips of land.
- 5) The perimeter buffer as required under sub-section ~~F~~ E above.

2. **Ownership.** Common Open Space shall be conveyed in accordance with G.L. c. 40A, § 9: either to the Town and accepted by it for a park or open space use, or to a nonprofit organization the principal purpose of which is the conservation of open space, or to a corporation or trust owned by the owners of lots or residential units within the project, or any combination of the above. If such a corporation or trust is utilized, ownership thereof shall pass with conveyances of the lots or residential units in perpetuity. In any case where such land is not conveyed to the Town, a restriction enforceable by the Town shall be recorded providing that such land shall be kept in an open or natural state and not to be built for residential use or developed for accessory uses such as parking and roadway. The restriction shall further provide for maintenance of the common land in a manner which will ensure its suitability for its function, appearance, and maintenance.

G. Four-Step Design Process. The proposed layout of streets, dwelling units, and open space in an OSRD shall be designed according to the following four-step design process, which the applicant shall conduct with assistance of a registered landscape architect (RLA).

1. Identify primary and secondary conservation areas **and** potential development areas, ~~and features to be preserved.~~ Primary conservation areas shall include wetlands, riverfront areas, and floodplains, and secondary conservation shall include unprotected elements of the natural landscape, e.g., steep slopes, mature woodlands, prime farmland, meadows, wildlife habitats, and historic and archeological sites and scenic views. To the maximum extent feasible, potential development areas shall consist of land outside identified primary and secondary conservation areas.

2. Locate the approximate sites of dwelling units within the potentially developable areas. Include the delineation of private yards and shared amenities so as to reflect an integrated

community, emphasizing consistency with the Town's historic development patterns. The number of homes with direct access to the development's amenities should be maximized.

3. Align streets in order to access the house lots or dwelling units. New streets and trails should be laid out to create internal and external connections to existing and/or potential future streets, sidewalks, existing or proposed new open space parcels, and trails on abutting public or private property.

4. Draw in lot lines, where applicable.

H. Pre-Application Process

1. Pre-Application Review Meeting. The applicant shall schedule an informal pre-application review meeting at a regular meeting of the Planning and Economic Development Board. The purpose of pre-application review is to allow the applicant to receive feedback from the Planning and Economic Development Board, minimize the applicant's costs of engineering and other technical experts, **and** begin negotiations with the Planning and Economic Development Board at the earliest possible stage in the site design process, ~~and set a timetable for filing a formal OSRD special permit application.~~ The Planning and Economic Development Board shall invite other Town boards to review the pre-application materials and attend the informal pre-application review.

2. Plans and Documentation. At the pre-application review meeting, the applicant shall present a conceptual plan for the site, natural and cultural resources inventories, maps, photographs, and any other information the Planning and Economic Development Board needs in order to understand and respond to the applicant's proposal. Pre-application materials shall be in accordance with the Planning and Economic Development Board's development regulations and may be based on existing sources of information.

3. Site Visit. The applicant shall grant permission to Planning and Economic Development Board, Open Space Committee, and Conservation Commission members and agents to visit the site.

I. General Design Standards. Wherever possible, the Applicant shall address the Planning and Economic Development Board's OSRD General Design Standards, which the Board shall adopt as part of its OSRD Rules and Regulations. The Board may modify or waive any OSRD General Design Standards provided that the proposed OSRD is substantially consistent with the purposes of this Section 8.4, as determined by the Board. Such standards may address any or all of the considerations listed below.

1. Landscape preservation; 2. Views;
3. Cultural resources;
4. Open space access;
5. Pedestrian paths or sidewalks;
6. Architecture;
7. Common driveways;
8. Off-Street parking; and

9. Maximum length of dead-end streets and provisions for waiver of the same.

J. ~~Special Permit~~ Application and Preliminary Plan Procedures

General. ~~The special permit OSRD application, public hearing, and decision procedures shall be in accordance with this Section 8.4 and the Planning and Economic Development Board's OSRD Rules and Regulations, and Section 3.4 of this Zoning Bylaw.~~

- 1. Application Requirements.** The Applicant shall submit an OSRD ~~special permit~~ application together with the size, form, number, and contents of the required plans and any supplemental information as required in the Planning and Economic Development Board's OSRD Rules and Regulations. At minimum, such applications shall contain:
 - a. A site context and analysis map;
 - b. An OSRD Concept Plan: a schematic representation of the proposed OSRD and supporting documentation;
 - c. A Neighborhood Density Analysis that includes all other existing residential development within 2500 feet of the site's perimeter.
 - d. A Yield **Plan** Analysis, ~~purpose of which is to demonstrate the maximum number of building lots that could be developed on the site under a conventional subdivision plan and the maximum number of units that may be permitted in an OSRD.~~ The Yield Analysis shall identify the total area of the site, existing utility easements, and wetland and riverfront areas as determined by the Conservation Commission. ~~The Yield Analysis shall be based on the formula shown below. For purposes of this computation, "Net Site Area" shall mean the total area of the site minus existing upland utility easements. (Land located both within utility easements and wetland resource areas shall not be counted twice.) The result shall be rounded down to the nearest whole number. The PEDB shall review the Yield Analysis to determine whether it accurately reflects the maximum number of lots that may be constructed in a conventional subdivision.~~

$$\begin{array}{l} \text{Maximum} \\ \text{Number of} = \\ \text{Dwelling Units} \end{array} = \frac{\text{Net Site Area} - (50\% \times \text{wetlands}) - (10\% \text{ Net Site Area})}{\text{Zoning District Minimum Lot Area}}$$

- 2. Regulations.** Where there is town sewer available, the OSRD may be connected to the system at the expense of the applicant. Where town sewer is not available, septic systems may be installed on individually owned lots subject to requirements of the Board of Health and Title 5 of the State Environmental Code.

- 3. Decision.** The Planning and Economic Development Board may **approve or disapprove a preliminary plan subject to G.L. c. 41, § 81S** ~~grant a special permit for an OSRD with any conditions, safeguards, and limitations necessary to ensure compliance with Section 3.4 and this Section 8.4, only upon finding that:~~

~~The conceptual design and layout of the proposed OSRD is superior to a conventional development in preserving open space for conservation and~~

recreation, preserving natural features of the land, achieving more efficient provision of streets, utilities and other public services, and providing a high degree of design quality;

The OSRD provides for a more efficient form of development that consumes less open land and conforms to existing topography and natural features better than a conventional subdivision;

The OSRD furthers the purposes of this Section and the goals of the Medway Master Plan.

The Planning and Economic Development Board may deny a special permit upon finding that the application does not provide sufficient information or does not comply with the provisions of this Zoning Bylaw; or that the site is not suitable for an OSRD and would be more appropriate for a conventional subdivision plan.

Effect of special permit approval. Approval of a special permit under this Section 8.4 shall not be considered approval for any construction. The special permit is a preliminary approval, intended to give guidance to the proponent for the development of an OSRD definitive plan, and to determine whether the proponent's submittal meets the objectives of this Section. Any subsequent application for an OSRD definitive plan shall comply with all material aspects and conditions of the special permit granted hereunder.

K. Definitive Plan Procedures. Following issuance of an OSRD special permit approval of the preliminary plan, the applicant may submit a an OSRD definitive plan to the Planning and Economic Development Board **in accordance with Section 8.4 and the Board's OSRD Rules and Regulations.** An OSRD that involves a subdivision shall be submitted under the Town's subdivision rules and regulations. For an OSRD that does not involve a subdivision, the definitive plan shall be a site plan submitted in accordance with Section 3.5. The Planning and Economic Development Board **may approve, approve with modifications, or deny a definitive plan pursuant to G.L. c. 41, § 81U** that substantially complies with the special permit granted under sub-section I above and meets all of the following additional requirements for common facilities, operations and maintenance:

Each unit and the OSRD as a whole shall be served by a privately owned and maintained on-site sewage disposal or treatment systems. An approved on-site sewage disposal or treatment system serving more than one dwelling unit may be located on land owned in common by the owners of the residential units in the OSRD, subject to requirements of the Board of Health and Title 5 of the State Environmental Code or approved in accordance with the requirements of Department of Environmental Protection Groundwater Discharge Permit Program.

To ensure proper maintenance of the Common Open Space and common facilities, the OSRD shall have a **residents'** association in the form of a corporation or trust, established in accordance with state law by a suitable legal instrument or instruments properly recorded with the Registry of Deeds. As part of the definitive plan submission, the applicant shall supply a copy of such proposed instruments.

The Planning and Economic Development Board may conditionally approve an OSRD definitive plan that does not substantially comply with the special permit. A conditional approval shall identify where the plan does not substantially comply with the special permit, identify the changes to the special permit required to bring the plan into compliance with the special permit, and require the special permit to be amended within a

~~specified time. The public hearing on the application to amend the special permit shall be limited to the significant changes identified in the Planning and Economic Development Board's conditional approval.~~

~~The Planning and Economic Development Board may disapprove a definitive plan for failure to comply with the special permit or for failure to meet the general design standards in sub-section L below. The definitive plan will be considered not to comply with the special permit if the Planning and Economic Development Board determines that any of the following conditions exist:~~

~~Any increase in the number of buildings or dwelling units;~~

~~A significant decrease in acres of Common Open Space; or~~

~~A significant change in the general development pattern which adversely affects natural landscape features and open space preservation.~~

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 25: (Amend Zoning Bylaws: Lighting)

To see if the Town will vote to amend the Zoning Bylaw Section 7.1.2 Outdoor Lighting by amending Section 7.1.2.E.3 as follows, deleted language is shown in strikethrough, new language is shown in bold:

3. Hours of Operation. Outdoor lighting shall not be illuminated between 11:00 p.m. and 6:00 a.m., with the following exceptions:

Outdoor lighting shall be permitted on **property used for residential purposes;** the premises of a business open to customers or where employees are working; or for an institution or place of public assembly where an activity is being conducted, outdoor lighting shall be permitting during the activity and for not more than one-half hour after the activity ceases.

Low-level lighting sufficient for the security of persons or property, provided the average illumination on the ground or on any vertical surface is not greater than 0.5 foot candles.

~~4. Lighting shall be provided at the lowest brightness and intensity levels possible to allow for emergency nighttime access.~~

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

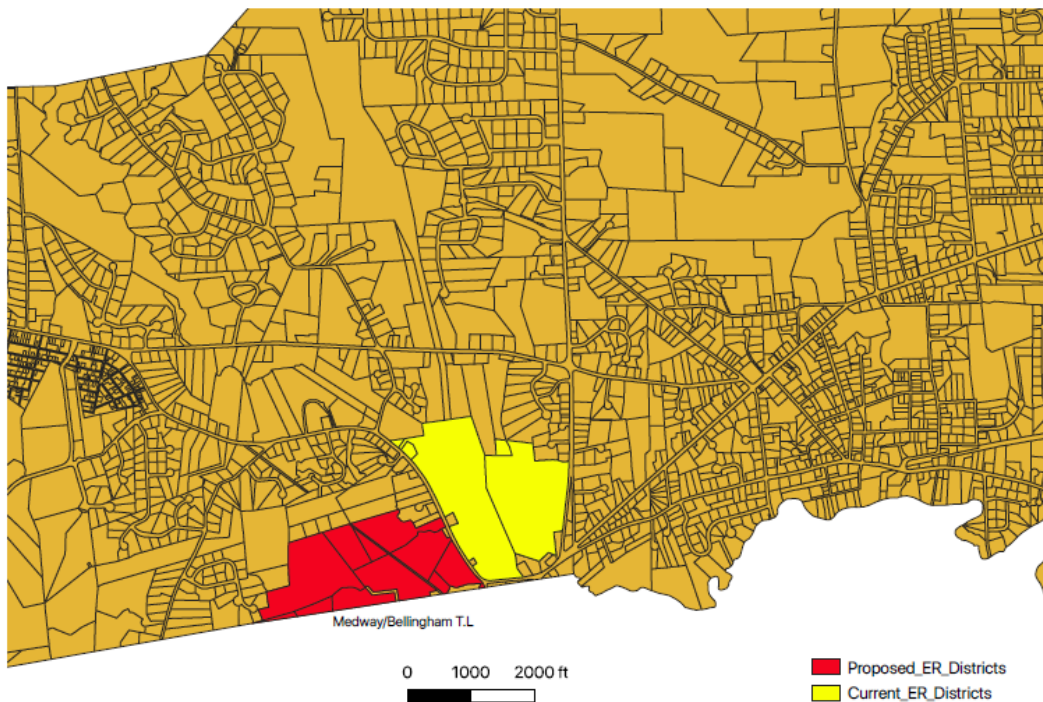
SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 26: (Amend Zoning Bylaw Map: Energy Resource District)

To see if the Town will vote to amend the Zoning Map by re-zoning the following properties to Energy Resource District: Assessors' Parcels 66-005, 66-008, 65-027, 65-028, 65-031, 65-033, 65-034, 65-035, 65-036, and 75-003, as shown on the map below, or act in any manner related thereto.

Current and Proposed ER District Parcels



**PLANNING AND ECONOMIC DEVELOPMENT BOARD and
SELECT BOARD**

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two locations in each precinct at least SEVEN days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this ____ day of April 2024.

A TRUE COPY:

TOWN OF MEDWAY SELECT BOARD

Glenn Trindade, Chair

Frank Rossi, Vice Chair

Todd Alessandri, Clerk

Maryjane White, Member

Dennis Crowley, Member

ATTEST: _____
Paul Trufant, Constable

Board Members
Andy Rodenhiser, Chair
Sarah Raposa, A.I.C.P., Vice
Chair
Timothy Harris, Clerk
Jessica Chabot, Member
John Parlee, Member
Alexandra Vinton, Associate
Member



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www.townofmedway.org

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS
**PLANNING AND ECONOMIC
DEVELOPMENT BOARD**

**To: Select Board
Finance Committee
Michael Boynton, Town Manager**

**From: Andy Rodenhiser, Chair
Barbara J. Saint Andre
Director, Community and Economic Development**

Re: May 13, 2024 Annual Town Meeting – Proposed Zoning Bylaw Amendments

Date: March 13, 2024

The Planning and Economic Development Board (PEDB) has submitted a series of articles for consideration at the May 13, 2024 Annual Town Meeting. The subject matter of the proposed articles is summarized below. The PEDB opened its duly noticed public hearing on Tuesday, March 12, 2024, and closed it that evening. The PEDB voted 4-0 at its March 12, 2024 meeting to recommend favorable action by Town Meeting on all of the following articles:

ARTICLE A – Awning Signs – This article would modify the formula for computation of sign area for awning signs so that it is the same for all awning signs, thereby simplifying the process for local businesses. Currently, the computation is different for internally and externally illuminated signs, making measurement of the sign area difficult.

ARTICLE B – Parking – This article would change the minimum required parking spaces for Adult Retirement Community Planned Unit Development (ARCPUD) housing from 2 parking spaces to 1.5 parking spaces per unit. ARCPUD housing can include assisted living and long-term care units, which do not require extensive parking. Decreasing the minimum requirement is consistent with current trends to not require excessive parking. Note, this only changes the required minimum parking, additional parking can be provided if warranted.

ARTICLE C – Outdoor Display – This article would add a new Section 5.4.1 to allow businesses to have outdoor displays of merchandise by right if certain criteria are met, in zoning districts which allow outdoor display. Currently, all outdoor displays of merchandise require a special permit from the Zoning Board of Appeals (ZBA). This provision would be similar to the Home Business bylaw, by allowing outdoor displays of merchandise if certain criteria are met, and allowing a business to still apply to the ZBA for a special permit for an outdoor display that does not meet the specific criteria. This will create uniformity in outdoor

displays and simply enforcement. This article would also amend Table 1: Schedule of Uses to insert a reference to 5.4.1.

ARTICLE D – Housekeeping – This article proposes the following non-substantive changes:

- 1) Delete Section 1.5 Amendments in its entirety as unnecessary (the procedure for amendments is governed by G.L. c. 40A).
- 2) Make correction to Central Business District zoning section on rowhouses Section 10.4.C.1.a.
- 3) Make correction to Central Business District zoning section 10.3.D.7, which provides for special permits to allow increase in maximum height.

ARTICLE E – MBTA Communities zoning – This article would establish a multi-family overlay district allowing multi-family housing by right, subject to modified site plan review, at a density to comply with G.L. c. 40A, §3A, known as the MBTA Communities zoning. It would establish two new multi-family housing districts compliant with c. 40A, §3A: one district would be a portion of 154 Summer Street, the other would be 33-39 Main Street. The PEDB voted not to support the repeal of the existing Multi-family Housing Overlay District, which was originally proposed as part of this article, and recommends that that portion of the article not be advanced at Town Meeting.

ARTICLE F – Open Space Residential Development – This article proposes major revisions to the OSRD bylaw intended to simplify requirements and incentivize greater usage, including allowing OSRD subdivisions by right in the AR-I and AR-II districts, reducing the minimum tract size from 10 to 5 acres, modifying the open space percentage requirements, eliminating existing special permit provisions, and replacing the yield analysis formula with a yield plan that requires the applicant to demonstrate the maximum number of building lots that could be developed on the site under a conventional subdivision plan.

ARTICLE G – Lighting – This article would amend Section 7.1.2.E.3 to expand the exemption for overnight lighting to include residential uses and delete Section 7.1.2.E.4. Currently, the bylaw requires dimming of outdoor lighting between 11 pm and 6 am, with an exemption for businesses open to customers or employees, or public assembly where an activity is being conducted. However, there is no exemption for residential properties, including multi-family residential properties, where residents could be coming and going at any time of the night. This article would provide for a residential exemption.

We will be happy to provide further explanations if desired, and to respond to any questions that the Board may have.



TOWN OF MEDWAY
DEPARTMENT OF INFORMATION SERVICES
MEDWAY, MASSACHUSETTS

RICHARD A. BOUCHER
DIRECTOR OF INFORMATION SERVICES

March 14, 2024

From: Town of Medway – Information Services Department
Richard Boucher; Director

Re: Capital Funding Request

Regarding the IT Capital Funding Request submitted and supported within the FY25 ATM Warrant, the Information Services Department offers for the board's consideration the following information.

This request is being made in consideration of operating budgetary funds that became available during the FY24 budget due to an ECF3 grant award of over \$144,000. These funds have been utilized to support the following projects.

ATM Project:

- **Time Management System** - \$73,000 – Funding has been requested to support the conversion of our current Time Management system, Novatime. Working with the Technology Team, we have negotiated a conversion cost of \$59,000, paid through the current operational budget.
- **Government Transparency Initiative** - \$75,000 – Funding has been requested to support the upgrade of our town website, including enhanced features to support greater government transparency and accessibility. We submit that this conversion, based on recent research, can be completed within the current budgetary funds at a much lower cost to implement.

For your consideration:

The Information Services Department humbly submits for the Boards' consideration, the above projects be reallocated to support initiatives to critical infrastructure and equipment. Specifically, we request the following:

- **Infrastructure Equipment** - \$50,000 increased to \$140,000 – to support the installation of fiber optic cabling to town locations and lifecycle replacement of the wireless network infrastructure.
- **Projection Equipment** - \$50,000 increased to \$108,000 – to support the upgrade and installation of projection systems throughout the school department and town offices.

Thank you for your consideration of this request.

Sincerely,


Digital Signature

Richard Boucher | Director
Department of Information Services

AGENDA ITEM

#10

Action Items from Previous Meeting

Associated back up materials attached:

- *Action Items dated 3/4/24*

[illegible]

AGENDA ITEM

#11

Town Manager's Report

No associated back up materials.

AGENDA ITEM

#12

Select Board Reports

No associated back up materials.