

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



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

TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

SELECT BOARD

Select Board Meeting

April 16, 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. Introduction: Cheryl Houle, Human Resources Coordinator
2. 7:00PM Public Hearing: NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY for obtaining a Grant of Location to install approximately 109± feet of conduit at PM#8293 on Flintlock Lane
3. Discussion: Medway High School Athletics
4. Approval of Minutes: March 4, March 18, and April 1, 2024
5. Authorization to Expend Donation: Conservation Trust Fund for Habitat and Eco System Improvements - \$5,000
6. Contract Approvals:
 - a. Contract with North-Eastern Tree, Inc. for Pesticide Application – Not to Exceed \$25,000
 - b. Contract with Kimball Sand for Highway Materials and Services – Not to Exceed \$50,000
7. Discussion: Road and Sidewalk Plan
8. Discussion/Vote Recommendations: May 13, 2024, Special and Annual Town Meeting Warrants
9. Action Items from Previous Meeting
10. Town Manager's Report
11. 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

May 6, 2024, - Regular Meeting

May, 13, 2024, - Pre-Special & Annual Town Meeting

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

**Introduction: Cheryl Houle,
Human Resources Coordinator**

No associated back up materials.

AGENDA ITEM

#2

**7:00PM Public Hearing: NSTAR
ELECTRIC COMPANY d/b/a
EVERSOURCE ENERGY for obtaining a
Grant of Location to install
approximately 109± feet of conduit at
PM#8293 on Flintlock Lane**

Associated back up materials attached:

- *Letter requesting this grant of location*
- *Order for location for conduits and manholes*
- *Petition*
- *Plan*

Proposed Motions:

I move that the Board open the public hearing.

NOTE: Reminder to ask for public comments.

I move that the Board close the public hearing.

I move that the Board approve the grant of location to install approximately 109± feet of conduit at PM#8293 on Flintlock Lane as discussed.

March 27, 2024

Select Board
Medway Town Hall
155 Village Street
Medway, MA 02053

RE: Flintlocke Lane
Medway, MA
W.O. #16310960

Public Hearing Required

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY for obtaining a Grant of Location to install approximately 109± feet of conduit at PM#8293.

The purpose of this installation is to provide electric service to #1B Flintlock Lane.

If you have any further questions, contact Chris Cosby at (508) 305-6989. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone

Richard M. Schifone
Rights and Permits, Supervisor

RMS/sky
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of Medway

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Flintlock Lane – northerly, thence turning westerly and northerly, approximately 348± east of Pond Street

– Install approximately 109± feet conduit at PM8293

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **K. Rice, dated March 22, 2024** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 <u>Glenn Trindade, Chair</u>	
2 <u>Frank Rossi, Vice-Chair</u>	Select Board
3 <u>Todd Alessandri, Clerk</u>	the Town of
4 <u>Dennis Crowley, Member</u>	Medway
5 <u>Maryjane White, Member</u>	

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the 16th day of April 2024 at 7PM 155 Village Street, Sanford Hall, in said Town.

1 _____	
2 _____	Select Board
3 _____	the Town of
4 _____	Medway
5 _____	

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **Medway**, Masssachusetts, duly adopted on the _____ day of _____, 2024 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **Medway**, Massachusetts

**PETITION OF NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **Select Board** of the Town of **Medway** Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **K. Rice, dated March 22, 2024** and filed herewith, under the following public way or ways of said Town:

Flintlock Lane – northerly, thence turning westerly and northerly,
approximately 348± east of Pond Street

- Install approximately 109± feet conduit at PM8293

Hearing Required

**NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

BY *Richard M. Schifone*
Richard M. Schifone
Rights & Permits, Supervisor

Dated this 16th day of April 2024

Town of Medway, Massachusetts

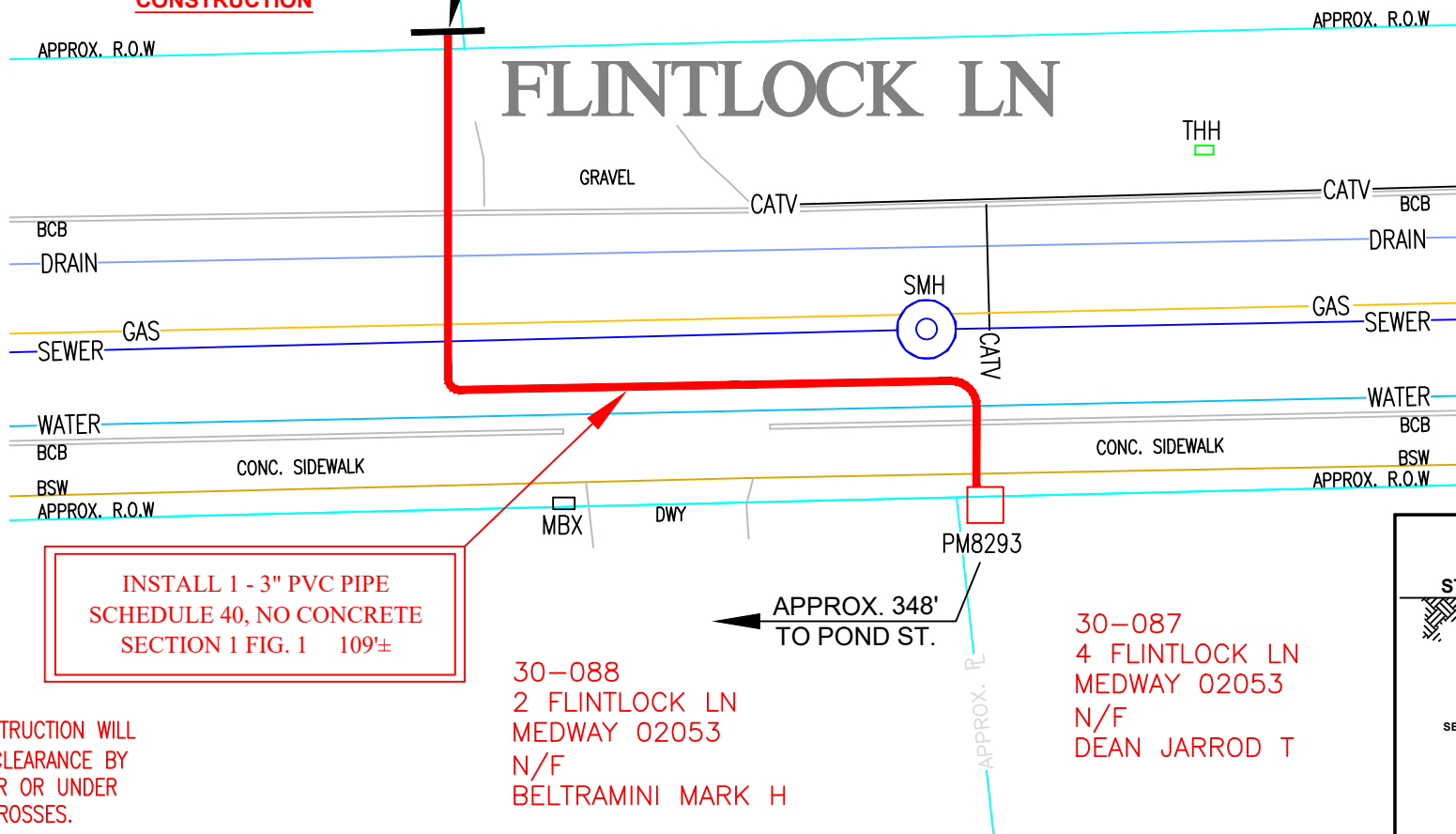
Received and filed _____ 2024

30-084-0002
1B FLINTLOCK LN
MEDWAY 02053
N/F
FLINTLOCK DEVELOPMENT LLC

30-085
1 FLINTLOCK LN
MEDWAY 02053
N/F
JOSEPH V SCHOLL REVOCABLE TRUS

**AREA WITHIN THIS PARCEL
IS CURRENTLY UNDER
CONSTRUCTION**

APPROX. PT.
OF PICKUP



NOTE:

EVERSOURCE CONSTRUCTION WILL
MAINTAIN 18" OF CLEARANCE BY
GOING EITHER OVER OR UNDER
ANY UTILITIES IT CROSSES.

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 78-24

Ward #

Work Order # 16310960

Surveyed by: GR/JC

Research by: GR

Plotted by: LM

Proposed Structures: LM

Approved: K RICE

P#

NSTAR ELECTRIC
d/b/a **EVERSOURCE**

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of FLINTLOCK LANE

MEDWAY

Showing PROPOSED CONDUIT LOCATION

Scale 1"=20'

Date MARCH 22, 2024

SHEET 1 of 1

AGENDA ITEM

#3

Discussion:
Medway High School Athletics

No associated back up materials.

AGENDA ITEM

#4

**Approval of Minutes:
March 4, March 18, and April 1, 2024**

Associated back up materials attached:

- *March 4, March 18, and April 1, 2024, draft minutes*

**Select Board Meeting
March 4, 2024 – 7:00 PM
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; Deputy Fire Chief Michael Fasolino; Stephanie Carlisle, Sustainability Coordinator; Barbara Saint Andre, Community and Economic Development Director; Peter Pelletier, Department of Public Works (DPW) Director.

Others Present: Jyoti Ranjan, Cultural Council Member; Palak Yadav, Cultural Council candidate for appointment; Richard Parrella, Memorial Committee Secretary/Treasurer; Frank Ward, Memorial Committee candidate for appointment; Katherine Hanley, Medway Pride Day candidate for appointment; Asmae Cherkaoui, owner of AAA Auto Brokers; Scott Richardson, Gorman Richardson Lewis Architects.

At 7:00 PM, Mr. Trindade called the meeting to order and led the Pledge of Allegiance and noted that he had to leave to attend the Community Preservation Committee (CPC) meeting, turning the running of the meeting over to Vice-Chair Rossi.

Public Comments: Tracy Stewart of 21 Lovering Street addressed the Select Board regarding the awarding of the base bid of \$1.79M for the Hanlon field and track replacement. Ms. Stewart noted the history of the field replacement. She requested that the Select Board along with the Board of Health, Energy and Sustainability Committee, Conservation Commission, and Finance Committee thoroughly investigate the data relative to this product. She referenced the bid specs and Gale and Associates' report to the Select Board at their meeting last October noting that per-and polyfluoroalkyl substances (PFAS) was stated as non-detectible. She then referenced an article published on February 23, 2024, by investigators at the *Philadelphia Inquirer* noting a specific field was stated as PFAS free and referenced the experts that asserted this was a false statement, as well as their explanation regarding the fault with the PFAS testing methodology. She then stated that the runoff from Hanlon field's crumb rubber has contributed to the PFAS contamination in the wetlands behind the field. She stated that we should demand to see the specifications for the materials used as well as the full lab testing results and detection ranges to ensure truthful reporting. She noted that the Town should bring in the Northeastern University PFAS experts as well as the others she previously referenced. She noted the past issues related to the fields including prioritization of private usage versus Medway Lacrosse and the lighting costs. She requested that a turf grass audit be conducted with a turf grass scientist and turf grass installation expert. She noted that between 2017-2021, 40-45% of synthetic field use was by the community, municipality, and Town sports organizations. The other percentage was private usage some whose public tax returns show \$7-\$8 million in profit. She inquired that as a Green Community, should we not investigate this usage publicly. She referenced North Andover's Superior Court case from 2021 and the judge's decision to block the use of artificial turf as it incidentally profited the public school. She referenced other matters that she will follow up on including the MS4 permit relative to impervious surfaces as artificial turf is one of these. She requested further conversation addressing these matters.

Appointment Considerations:

- 1 • **Cultural Council Youth Member – Palak Yadav**
- 2 • **Medway Pride Day – Katherine Hanley**
- 3 • **Memorial Committee – Frank Ward**

4 *The Board reviewed the (1) Cultural Council Chair's recommendation for Palak Yadav, (2) Cultural Council*
5 *Youth Member description with application requirements, (3) Cultural Council candidate's resume, (4)*
6 *Cultural Council candidate's statement, (5) Medway Pride Day Committee candidate's e-mail of interest,*
7 *(6) Medway Pride Chair's e-mail recommendation, (7) Memorial Committee candidate's e-mail of*
8 *interest, and (8) Memorial Committee's e-mail recommendation.*

10 Ms. Yadav explained her interest in serving on the Cultural Council noting she is a junior in high school,
11 and specifically her ideas of cultural and science, technology, engineering, and mathematics (STEM)
12 events that could be organized with this committee. She noted her service as the student member of
13 the School Committee and therefore her understanding of both the student and organization side of
14 issues. Ms. Ranjan reported that the Cultural Council supports Ms. Yadav's appointment. Ms. Ranjan
15 explained the role of a youth member noting that this is a new role. The Board thanked Ms. Yadav.

17 **Mr. Trindade moved that the Board appoint Palak Yadav to the Cultural Council for a three-year term.**
18 **Ms. White seconded. No discussion. VOTE: 5-0-0.**

20 Mr. Ward stated he has lived in Medway for four years, his wife is a school psychologist in Medway, his
21 children attend both the Middle and High Schools, he is employed by the Massachusetts Water
22 Resources Authority, is a navy veteran with over twenty-two years of service, can bring new and fresh
23 ideas to the committee, and can assist with attendance of other veteran groups at no charge to Town
24 events. Mr. Parrella stated that he is the secretary/treasurer of the Memorial Committee which is in
25 support of this appointment. It was noted that Gordon White passed away, which resulted in this open
26 position.

28 **Mr. Trindade moved that the Board appoint Frank Ward to the Memorial Committee for a term**
29 **expiring on June 30, 2024. Mr. Alessandri seconded. No discussion. VOTE: 5-0-0.**

31 Mr. Trindade exited the meeting.

33 Ms. Hanley stated that she is the Shaw's store manager in Medway. She noted Shaw's has participated
34 in Medway Pride Day for years, so in serving on this committee would be even more involved than in the
35 past. The Board stated its appreciation for her interest.

37 **Mr. Alessandri moved that the Board appoint Katherine Hanley to the Medway Pride Day Committee**
38 **for a one-year term. Ms. White seconded. No discussion. VOTE: 4-0-0.**

40 **Approval of Minutes: February 5, and February 9, 2024**

41 *The Board reviewed the draft minutes of February 5, and February 9, 2024.*

43 **Mr. Alessandri moved that the Board approve the minutes of February 5, 2024. Ms. White seconded.**
44 Discussion: Mr. Crowley asked about the meaning of bandwidth on page 2, line 54. Mr. Rossi stated
45 capacity due to time available to commit to the role. **VOTE: 4-0-0.**

47 **Mr. Alessandri moved that the Board approve the minutes of February 9, 2024. Ms. White seconded.**
48 **No discussion. VOTE: 4-0-0.**

1 **Discussion/Vote: Approval of Community Events Budget Usage by Memorial Committee**

2 *The Board reviewed the e-mail from Richard Parrella.*

3
4 Mr. Parrella thanked the Select Board and Mr. Boynton for their support over the years. He stated that
5 he is not sure what is going on with the Medway VFW, noting their specific donations to both the
6 Memorial Day and Veterans' Day ceremonies in the past. The Memorial Committee's total budget was
7 \$4,000, cut down from \$4,500, and they do not have money in the budget to cover the VFW's past
8 donations. He spoke to Mr. Raymond at the state level and, based on their study, there are no funds
9 available. He spoke to our Veterans' Agent and there are no funds available. He contacted Amanda
10 Webster, the band instructor at the High School, to see if she had funds to cover the t-shirts the VFW
11 provided in the past with no response to date. He has spoken to Karen Marshall, the caterer at the VFW,
12 who would be happy to assist, but is not sure how much she could at this point in time. He noted all
13 expenditures are from April to June, including engravings on the monuments, but they do not know how
14 many that will be. He reported the t-shirts cost \$600 and not knowing the number addressed at the
15 collation he estimated \$1,000. He asked if the Select Board could provide any financial support. It was
16 noted the ask was for \$1,500. Mr. Boynton stated the funds are available and require a Select Board
17 vote of approval. Mr. Crowley asked if they are anticipating spending the entire \$4,000 in the existing
18 budget hence the need for additional funds. Mr. Parrella confirmed. Mr. Crowley noted the specific
19 funding available in the Community Events budget of \$17,500 budgeted and \$10,132 has been spent.
20 Mr. Boynton stated \$10,000 is for Family Day, \$5,000 for Indigenous Peoples' Day, and \$2,500 for
21 miscellaneous expenses. Mr. Parrella noted that he considered this expense in next year's budget
22 request, which was \$6,000.

23
24 **Mr. Alessandri moved that the Board approve the Memorial Committee's usage of the Community**
25 **Events Budget in the amount not to exceed \$1,500 as discussed. Ms. White seconded. No discussion.**
26 **VOTE: 4-0-0.**

27
28 **Authorization to Expend Grant Funds:**

- 29
 - **Firefighter Safety Equipment Grant Program - \$18,955**
 - **Green Communities Competitive Grant - \$84,828**

30
31 *The Board reviewed the (1) notice of grant award forms, and (2) grant award letters.*

32
33 Mr. Boynton commended Deputy Chief Fasolino on his efforts. Deputy Chief Fasolino stated this is a
34 competitive grant through the Department of Fire Services and explained the specific equipment to be
35 funded by this grant. It was noted that this is a yearly grant, and it was increased last year however not
36 everyone who requested funds received them.

37
38 **Mr. Alessandri moved that the Board authorize the expenditure of the firefighter safety equipment**
39 **grant as presented. Ms. White seconded. No discussion. VOTE: 4-0-0.**

40
41 There was further discussion about the potential lead time on these safety equipment items.

42
43 Ms. Carlisle stated this is a yearly grant we attempt to obtain and explained the specific items to be
44 purchased with this funding. It was noted that the Nissan Leaf costs \$23,000 and \$7,500 is the
45 maximum available via this grant. Mr. Crowley asked where the rest of the funding was coming from. It
46 was noted that the \$15,000 is on the capital improvement list. It was noted that this contract expires in
47 September of 2025. Mr. Boynton noted that this is one of the grants that would go away if we are not
48 MBTA adjacent certified.

1 **Mr. Alessandri moved that the Board authorize the expenditure of the Green Communities**
2 **Competitive grant as presented. Ms. White seconded. No discussion. VOTE: 4-0-0.**

3
4 **Presentation – Fire, Police and Town Hall Feasibility Study Report – Gorman Richardson Lewis**
5 **Architects (GRLA)**

6 *The Board reviewed the presentation.*
7

8 Mr. Boynton explained the scope of what was requested by the Town for this feasibility study and the
9 process undertaken by GRLA. He noted that GRLA completed our facilities study three years ago at a
10 cost of \$250,000, so had a lot of the baseline information available. The cost for this study was \$75,000.
11 It was noted that they are also working on the Ide House project. Mr. Richardson stated they looked at
12 the Fire, Police, and Town Hall and, based on future growth, if the existing facilities could support that
13 growth, noting each of these facilities are constrained in some way, as well as the potential usage of 120
14 Main Street as an alternative location. The existing Fire and Police Stations are also less central in Town
15 so the 120 Main Street location would be beneficial in response times. Relative to the Fire Station, it was
16 noted that over the next 25 to 50 years it is anticipated that there will be a doubling in staff to
17 accommodate the growth in residency. The existing building cannot accommodate its current
18 equipment and hinders the purchase of future equipment. He noted the existing square footage of
19 approximately 10,000. Future need will be over 34,000 sq ft and would include seven equipment bays,
20 increases and improvements in staffing quarters, and adequate storage. He reviewed the potential
21 buildout on the existing site and the associated issues. Mr. Crowley noted the cost of this option is
22 projected at \$35 million. It was noted the cost to build new would be \$29 million and both of these
23 estimates were based on \$800 per square foot. Mr. Richardson explained the process used to determine
24 these cost estimates noting that escalation and contingencies are included. Mr. Boynton noted that the
25 current facility does not allow the existing twenty-six staff members to function as modern-day
26 firefighter-paramedics. It was noted the total public safety facility would be 76,000 square feet.

27
28 Mr. Richardson then reviewed the existing Police Station and its current limitations. Mr. Crowley noted
29 the cost of \$17 million to renovate and add to the existing building and \$19 million to build a new
30 facility. Mr. Richardson stated that the existing building would be at 24,000 square feet with some
31 inefficiencies in the building footprint and the new building would be 22,000 square feet. Mr. Richardson
32 noted the deficiencies of the existing building including location in a residential area, cannot
33 accommodate full fleet of vehicles and trailers, lack of office space, training space, and meeting space,
34 poor access if they need to apprehend perpetrators, inadequate storage, etc. With the projection for
35 community growth, the current space would not accommodate the need for added staffing associated
36 with that growth. It was noted that both the Fire and Police Stations do not meet current state codes
37 for these types of facilities. Mr. Alessandri noted the disruption that would occur for a renovation
38 project. Mr. Boynton explained the difficulty and operational challenges of relocation of the dispatch
39 personnel during a renovation project. Mr. Crowley noted that the architect and Owner's Project
40 Manager (OPM) costs are not included in these estimates and projected these to be at \$19 million to
41 renovate and \$21 million to build a new facility with a delta of only \$2 million.

42
43 Mr. Richardson then reviewed Town Hall options with the need to expand the existing Town Hall at
44 10,000 square feet to 20,000 square feet, as well as the existing deficiencies. Mr. Crowley noted the
45 estimated costs to renovate at \$15,000 million and to build new at \$17 million with a delta again of \$2
46 million. Mr. Richardson noted that the cost estimates are based on current projects, but do include
47 escalation and contingency costs.
48

1 He then reviewed the potential facility plans on the eight-acre site at 120 Main Street for all three. He
2 noted that this allows for a three-story Town Hall, as well as a “Town green” with space for expansion,
3 secure access and area for Fire and Police vehicles, 20,000 square foot Police Station with space for
4 expansion, 34,000 square foot Fire Station with seven equipment bays and space for expansion. He
5 reviewed the positives of building new including the lack of disruption to existing operations, optimum
6 square footage for each, ease of site for development relative to topography, a combined Public Safety
7 Complex allowing for efficient operations, ease for future expansion, etc.

8
9 Mr. Boynton noted that there is no funding allocated for this project and public input is needed. He
10 reviewed the expectations thirty-years ago when the existing buildings were built and some of the
11 current challenges. Mr. Boynton noted the initial anticipated cost of the Water Treatment Facility and
12 that the final cost number doubled. He noted that 3.5 years ago the cost of the new Department of
13 Public Works (DPW) facility was \$350 per square foot and now the costs are over \$800 per square foot.
14 He noted that we need to address the inadequacies of these facilities with the next steps including what
15 does the community want and see as the needs, and do they support the concept as we do not currently
16 have a plan in place. He noted the need to talk to our legislators as the OPM costs are still at ten percent
17 and just because the cost of goods has increased that does not change their efforts. He noted that this is
18 the biggest issue that needs to be addressed from a community perspective, noting this was addressed
19 in the Master Plan and we have major facility issues upcoming on these existing facilities.

20
21 Mr. Rossi noted that thirteen years ago he began his involvement in the Town and toured the Fire and
22 Police Stations. They were inadequate then and currently the apparatus barely fits. He stated that the
23 Fire Department had 2,900 calls in 2023, which translates to nine to ten per day, so they are very busy.
24 He reiterated that there are accreditation issues with the existing Police Station. He feels that building
25 new versus renovating makes sense if the delta is only \$2 million. Mr. Crowley wanted to discuss
26 priorities as the total cost is \$67,000 and OPM costs of \$6-\$7 million need to be added. He stated, in his
27 opinion, the top buildings that need to be addressed include Fire and Police noting that the Police
28 Reform Bill resulted in new standards for the Police Station. These are not currently being met, so when
29 we apply for accreditation, we probably will not pass. He feels both the Police and Fire Stations are at
30 equal priority. He stated his disagreement with the need for a new Town Hall as the Town cannot afford
31 the entire cost of all three facilities. He stated if you add the size of the proposed new Fire and Police
32 Stations it is at 56,000 square feet. He spoke with Ashland who just built a new Fire/Police Station at
33 42,000 square feet noting they are a like Town and thought that perhaps we do not need the size that is
34 proposed, which would decrease the cost. The onus is on the Select Board to at least address the
35 engineering issues in the next year and a half and construction-wise in the next three years for a
36 Fire/Police Station. Mr. Rossi reminded all that debt does fall off so capacity will increase. Mr.
37 Alessandri stated that the square footage seemed high but does not want to hurt the Town twenty-five
38 years later if we decrease the size as long as we leave the ability to expand. He does believe this needs
39 to be address now. Mr. Rossi stated that costs will only continue to increase. Ms. White stated that we
40 are past the time of needing a new Fire and Police Station and feels that we need to build it with the
41 next thirty-years in mind, so we are not in the same position then as we are now. Mr. Crowley asked
42 how we can accomplish this without burdening the taxpayers and stated the Select Board and Town
43 Manager need to come up with a plan that is acceptable to the residents at Town Meeting. Ms. Stewart
44 asked how the existing buildings play into the new project. It was noted that this has not been discussed
45 at this time. Mr. Boynton stated that, in the past, we were considering selling the locations as they are
46 perfect locations for commercial businesses and demolishing the Fire Station behind Town Hall and use
47 any funds towards the cost of the project. Mr. Rossi asked about the process moving forward. Mr.
48 Boynton stated that the Select Board and Department Heads need to schedule open houses and asked
49 about using the existing Facilities Committee to work on this project. Mr. Boynton stated his agreement

1 and support with the Fire and Police Station priority but wanted to reiterate the disjointed municipal
2 operations with staff at 120 Main Street, staff at the Middle School, and the existing Town Hall. He
3 would hope that the plan would include non-disruption of Fire and Police when ready to address
4 municipal operations all under one roof. Alex Jacobson of 9 Evergreen Street asked for the average
5 lifespan of Fire/Police Stations since we are looking up to fifty-years out and suggested we build to that
6 span. Mr. Crowley noted that we do not know that at this point, but the Town has a finite growth
7 capacity number. Mr. Boynton stated one of the biggest challenges is we went from on-call to full-time
8 firefighters. The increase in the size of the equipment is also an issue but we are no longer seeing a large
9 increase in the equipment size and would anticipate in the future we would most likely be looking at a
10 renovation versus a new building. It was noted that we have not looked into grant funding as of yet. Mr.
11 Alessandri reiterated that we are not ready to move forward as we still need a plan, and these costs are
12 long-term debt funded and not operating expenses.

13
14 **Approval: Contract with Capra Planning to Execute Baseline Documentation for Town Owned Open**
15 **Space – Not to Exceed \$22,900**

16 *The Board reviewed the contract.*
17

18 Ms. Saint Andre stated this is the second phase of baseline documentation reports we are working on.
19 We have completed four and are using the same vendor moving forward. She explained the increase in
20 cost was due to the size of the parcels they will be documenting, including Choate Park to the High
21 School. The rest are smaller parcels. When you own conservation land, you are supposed to have a
22 baseline documentation report which details the existing conditions. This allows a baseline for the
23 annual review of the property by the Conservation Agent including any encroachments, invasive species,
24 dumping of trash, etc. She stated this funding was approved at Town Meeting as a capital item for
25 \$24,000. She reviewed the other specific locations were donated parcels to the Conservation
26 Commission as part of a subdivision or multifamily housing development.

27
28 **Mr. Alessandri moved that the Board approve and authorize the Chair to execute the contract with**
29 **Capra Planning as presented. Ms. White seconded. No discussion. VOTE: 4-0-0.**
30

31 **Vote: Close May 13, 2024, Special Town Meeting Warrant**

32 *There were no materials for the Board to review.*
33

34 **Mr. Alessandri moved that the Board vote to close the May 13, 2024, Special Town Meeting warrant.**
35 **Ms. White seconded. No discussion. VOTE: 4-0-0.**
36

37 **Vote: Re-open May 13, 2024, Annual Town Meeting Warrant; Insert Energy Resources District Article,**
38 **Close Warrant, Refer This Article to the Planning and Economic Development Board (PEDB)**

39 *The Board reviewed the draft Annual Town Meeting warrant.*
40

41 Ms. Potter stated this article was on the warrant when the Board closed the warrant previously, but the
42 PEDB had not officially approved this article to move forward. This makes it official technically for the
43 article to be referred to back to the PEDB. Sue Roarke of 34 Ellis Street wants to know when the warrant
44 will be posted for residents to see. Ms. Potter stated it is posted in the Select Board meeting materials.
45

46 **Mr. Alessandri moved that the Board re-open the Annual Town Meeting warrant, insert the energy**
47 **resources district article, close the warrant, and refer this article to the Planning and Economic**
48 **Development Board. Ms. White seconded. No discussion. VOTE: 3-1-0. Mr. Crowley opposed.**
49

Approval: Class II Auto Dealer's License for AAA Auto Brokers On-Line Business - Office at 89 Main Street

The Board reviewed the (1) application, and (2) departmental approvals.

Ms. Cherkaoui and her partner explained that this would be an on-line business only making asset movement as easy as possible for on-line auctions, car dealers, state fleet auctions, and rental car companies. Their contracted repair servicer is Medway Mobil. Mr. Boynton noted that there will be possible redevelopment of that entire site including the Mobil station and they will need to identify an alternative contracted repair service at that time in a reasonable proximity to their place of business. Mr. Alessandri asked about the issue of outside storage based on the zoning of this area. It was confirmed that this business would not violate that zoning.

Mr. Trindade returned to the meeting.

Mr. Alessandri moved that the Board approve the Class II Auto Dealer's license as discussed. Ms. White seconded. No discussion. VOTE: 5-0-0.

Discussion: Unaccounted for Water Loss and Charles River Pollution Control District (CRPCD) Volume Update

The Board reviewed the (1) unaccounted for water loss data, and (3) CRPCD volume data.

This agenda item was postponed to the next meeting.

Discussion: Water Projects Status Update

The Board reviewed the memo from Peter Pelletier.

This agenda item was postponed to the next meeting.

Approval: Complete Streets Policy

The Board reviewed the proposed policy.

Mr. Pelletier stated this is the first step before we can submit the prioritization plan in that we must have a policy in place. This states that we will use Complete Streets design concepts in any projects where we utilize this funding including any new businesses, developments, and construction projects through the PEDB. Once the policy is submitted and approved by the Massachusetts Department of Transportation (MassDOT), we can then submit the prioritization plan and be eligible for funding. Mr. Crowley asked for the deadline for the Select Board members' top five choices. Mr. Pelletier stated ideally two weeks ago. Mr. Crowley stated that two of the five members submitted their lists. The Board requested that Ms. Potter forward Mr. Crowley and Mr. Alessandri's lists to the other Board members to make sure they concur in order to meet the deadline of tomorrow.

Mr. Alessandri moved that the Board approve the Complete Streets policy as discussed. Ms. White seconded. No discussion. VOTE: 5-0-0.

Discussion/Vote to Advance: High School Track and Field Reconstruction Project

The Board reviewed the bid review letter from Gale Associates, Inc.

Mr. Boynton stated this is simply notifying the contractor as the low and responsive bidder that pending the vote of Town Meeting, we intend to award the contract to that contractor. This is done so that the

1 bid does not disappear and the contractor can begin to plan the work. He noted that we did this with
2 the new DPW Facility and the Water Treatment Plant. He noted there were two pieces, the original bid
3 and then the additional fencing around the site. Most of the cost is the track replacement. Mr. Crowley
4 asked about the timing. Mr. Pelletier stated as soon as graduation occurs, they will start the project.
5 Mr. Crowley asked if completion would occur before the start of school. Mr. Pelletier stated that is the
6 goal. It was noted that weather could have an impact on project completion. It was noted that away
7 games were scheduled at the beginning of school in case the project is not completed by the start of
8 school.

9
10 **Mr. Alessandri moved that the Board vote its intent to award the High School Hanlon track and field**
11 **reconstruction project to David W. White & Sons, Inc., as discussed. Ms. White seconded. No**
12 **discussion. VOTE: 5-0-0.**

13
14 **Discussion/Vote: Acceptance of Massachusetts General Law (MGL) Chapter 166 Section 32A –**
15 **Allowing Electrical Inspectors to Work for Hire in the Town in Which They are Appointed**

16 *The Board reviewed (1) MGL Chapter 166, Section 32A, and MGL Chapter 142, Section 12.*
17

18 Mr. Boynton stated it became clear to us that we have not accepted this and that MGL already allows
19 plumbers to work in the town in which they are appointed but we must accept this to allow electrical
20 inspectors to as well. It was noted that they will never inspect their own electrical work.

21
22 **Mr. Alessandri moved that the Board vote to accept MGL Chapter 166, Section 32A, as discussed. Ms.**
23 **White seconded. No discussion. VOTE: 5-0-0.**

24
25 **Action Items from Previous Meeting**

26 *The Board reviewed the action items dated January 18, 2024.*
27

28 Unaccounted for water loss status report & CRPCD Volume Report: Mr. Crowley requested that this be
29 moved to September of 2024, but keep the CRPCD update at the next Select Board meeting. The Board
30 agreed.

31
32 13 & 13R Populatic Street--Decision on Home on Property once Treatment Plant is completed: Mr.
33 Crowley would like to have the Facilities Committee's take this on. Mr. Boynton stated that we need a
34 decision from the Land Court before we can move forward and anticipates this may take a couple of
35 years.

36
37 Begin Planning Use of 123 Holliston Street: Mr. Crowley reported on his discussion with the
38 Conservation Agent and in order to determine the potential usage of the property we need to
39 understand the wetlands situation. He stated that the Conservation Agent informed him a survey of the
40 wetlands would be approximately \$4,000. He would therefore suggest that we move forward with this
41 out of any free cash funds available. The Conservation Agent is unable to complete this survey herself
42 within the next three to four months. Mr. Trindade stated that Ms. Graziano must still approve this. Mr.
43 Boynton stated that he is not sure of the value of getting this done. Ms. White agreed with Mr. Crowley.
44 It was noted that we already have a plan showing the wetlands and all that needs to be done is to have
45 it staked out. There was further discussion about the information needed to provide to the Facilities
46 Committee. Mr. Boynton offered to discuss this with Mr. Harris and decide if further information is
47 needed.

1 Trotter Drive/109 Intersection Improvements: Mr. Crowley asked if this date needs to be moved
2 forward. Mr. Boynton stated that there is no immediacy to that item. The Board agreed to move this
3 forward to March of 2025.

4
5 **Town Manager's Report**

6 *There were no items for the Board to review.*

7
8 Medway Grid Payment in Lieu of Taxes (PILOT): Mr. Boynton stated the draft PILOT agreement with
9 Medway Grid will be posted to the Town website tomorrow. There is an article on the proposed Town
10 Meeting warrant relative to this PILOT. Mr. Boynton explained the difference between the EXELON
11 PILOT and this one and the determination of the valuation of this type of facility. The total would be \$47
12 million over twenty-years. He noted that Host Community Agreement was at not less than \$42 million
13 but we were able to increase this based upon valuation. It is a level annual payment of \$2.2 million and
14 change on the tax side and \$69,000 on the Community Preservation Act funds side once this facility
15 comes on-line. Once this is posted to the website, we will ask for comments, and this will be on the next
16 Select Board meeting agenda for approval.

17
18 Snow and Ice Budget Update: Mr. Boynton stated we have spent \$324,000 to date out of the \$535,000
19 budgeted. Mr. Rossi noted that any excess in this budget line falls to free cash.

20
21 Sanford Mill Dam: Mr. Boynton reported discussion has begun with the Office of Dam Safety regarding
22 the Sanford Mill dam. There was further deterioration noticed so we looked at prior reports and it is an
23 owner unknown structure. The Town does not own or have control over that structure but there are
24 both up and down stream concerns if the dam was to breach. We need to proceed with further safety
25 investigation, and he explained the impact to the Town if this dam was to breach. Mr. Rossi asked who
26 deals with dams in the state. Mr. Boynton stated that the state would like the towns to be responsible.

27
28 Legislative Breakfast, Friday, March 8th at 8am at the Medway Public Library: Mr. Boynton reminded the
29 Board of this event.

30
31 SWAP Legislative Breakfast, Friday, March 15th at 8am at the Thayer Homestead: Mr. Boynton reminded
32 the Board of this event.

33
34 Town Manager Out of Office: Mr. Boynton stated he has nothing scheduled at this time.

35
36 NEXT Select Board Meeting – March 18, 2024

37
38 **Select Board's Reports**

39 *There were no items for the Board to review.*

40
41 Ms. White reported that the Police Department had its first ever life-saving awards ceremony, which she
42 attended. There were many officers who received these awards.

43
44 Mr. Alessandri reminded all that it is budget season and what has been on Friends of Medway is not
45 accurate. He requested that residents attend the appropriate meetings to obtain accurate information.
46 He noted that the Tri-Board meeting between the Select Board, Finance Committee, and School
47 Committee is scheduled for next Wednesday, March 13, and would be a good meeting to attend for
48 those interested in the school budget. He wished the girls' high school basketball team good luck in
49 round sixteen of the state championship tomorrow night.

1
2 Mr. Crowley stated that basketball game is at 6pm in Medway. He gave a shout out to the boys'
3 basketball and hockey teams who made the playoffs but lost in the first round. He asked if the bids
4 came in for the Memorial School roof. Mr. Boynton stated they have not, the bid opening is mid-April.
5 Mr. Crowley asked when the budget is transmitted to the Finance Committee and if the adjustments
6 were made to the debt service. Mr. Boynton confirmed that Ms. Pratt is making the adjustments, and
7 the budget will go to the Finance Committee tomorrow. Mr. Crowley asked if there was anything new
8 on the sewer capacity with the Town of Franklin noting that based on 2023 numbers, we only have 1.5
9 percent capacity in reserves. Mr. Boynton stated he has not heard a word from Franklin noting that this
10 has been going on for over five years and we have reached out to them three times. He noted that we
11 have exceeded the formula in the original district agreement that dates back to the 1970s. He noted
12 that Franklin is under no obligation to sell Medway any capacity.

13
14 Mr. Boynton reminded all that tomorrow is election day and requested that those residents who have
15 not already voted to please vote tomorrow at the Middle School.

16
17
18 **At 9:31PM, Mr. Trindade moved to adjourn. Ms. White seconded. No discussion. VOTE: 5-0-0.**

19
20
21 Respectfully submitted,
22 Liz Langley
23 Executive Assistant
24 Town Manager's Office

25
26 Attached: Tracy Stewart Comments to Select Board [Public Comment 3.4.24.pdf](#)

Good Evening,

I am here this evening as a resident. Tracy Stewart of 21 Lovering Street.

I would like to offer my public comment regarding the pending award **base bid \$1.79 Million dollars** on tonight's agenda of the Synthetic Turf Replacement and track at Hanlon Field which has a warrant article associated with it for the Spring town Meeting in May.

This Field was first built in 2003, was replaced in 2014 and is now slated for replacement again this year.

My hope is that the following issues will continue to be publicly explored and discussed.

It's a decade later and we are beginning the process we knew was coming and I want to make sure we level-set and are on the same page as a community. There are learnings to take away from 2014-2016 and the science has progressed. It's a reasonable expectation that town leadership will fully explore all data even if it may be difficult. Furthermore I ask that the exploration include the appropriate committees the Board of Health, Energy & Sustainability, the Conservation Commission and the Finance Committee.

According to the January 2024 Bid Specs and Gale Associates' presentation in October of 2023: The Bid Specs calls for the use of Tire waste infill again for this third replacement. The Bid Specs calls for Recycling of the removed field.

Gale Associates presentation included a discussion dismissing concerns regarding PFAS in Synthetic Turf. Ms. Hervol referred to PFAS as "non-detect"

According an article just published on February 23rd by investigators at the Philadelphia Inquirer: City officials believed a new South Philly turf field was PFAS-free. Not true, experts say. Three experts including Jeff Gearhart of the Ecology Center, Graham Peaslee of Notre Dame and Kayla Bennett of PEER separately told The Inquirer that lab tests on turf that was recently installed at Murphy Recreation Center are "misleading."

The article explained that the lab used a modified test that would normally be used to identify PFAS in water, even though turf is a solid.

The lab's PFAS detection limit was about 20,000 times higher than what is typically used for a water sample, Peaslee said, meaning that lower amounts of PFAS could still be present in the turf, but wouldn't show up in the test results. Leading to the declaration of NON-DETECT.

So what does NON-DETECT MEAN?

This Can of Coca Cola contains 39 grams of sugar. If a lab sets their detection limit at 50 grams you will get a non-detect result and could label this can of Coke as "sugar free"

The amount of PFAS released by each field is not insignificant. This property has a retention area that is full of tire crumb waste and drains into the abutting Wetlands. PFAS accumulates in the environment and Hanlon Field has contributed to contaminating the property for 20 years.

Our Community cannot accept a false pretense about any material testing throughout the course of this project. We should demand to see Material, Full Lab testing results and detection ranges of the Lab to ensure we are being told the truth. We have the opportunity to bring experts including The PFAS Lab at NorthEastern, Jeff Gearheart and Graham Peaslee.

Our Community also needs to consider the PFAS Class Action Lawsuit that Medway has taken part in and settled. We need to be 100% sure that we are not knowingly contributing to PFAS contamination through the installation of Plastic Grass.

.....

FISCAL RESPONSIBILITY and Prioritization for our community:

Prioritization of Field Use has been an ongoing point of contention in the community between groups like Medway Lacrosse losing field time to NEFC and other private clubs. Electrical Bills for lighting the fields are currently in Question.

I have not heard in any discussion with the Consultants to do a playability and fiscal comparison as to whether Natural grass is a viable option and it should be explored directly with a Turfgrass scientist and partnered with a Turfgrass installer.

It is believed that a Field use audit will reveal that we can sustain grass. Through data collected between 2017-2021 40-45% of the Medway Synthetic Turf field use is by The Community/Municipality and Town organized sports & Recreation. However the other 55-60% of the use is by private clubs and organizations. Some who have public tax returns showing 7-8 Million dollars a year in profit. If Medway were to focus exclusively on our community for the taxpayers who fund the fields then What

For a Green Community that is committed to Sustainability and protecting our wetlands and our water. Shouldn't we at a minimum explore all options publicly?

Possible CPA Funding listed in Warrant article: (North Andover Reference)

Silverio v. North Andover Superior Court March 22, 2021: 17 North Andover taxpayers had a standing to challenge CPA appropriation for a sports complex in a public park Judge reviewed CPA Projects Database to support CPA expenditure which only incidentally benefited the public school HE ruled to prohibit Artificial turf and groundwork as the entire project is consider in whole as a system.

There are other matters I will follow up on including:

- MS4 Stormwater Guidelines define Synthetic Turf as an impervious surface.
- Synthetic Turf Recycling is a LIE.

Asking for continued conversion and addressing

**Select Board Meeting
March 18, 2024 – 7:00 PM
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; Police Chief William Kingsbury; Peter Pelletier, Department of Public Works (DPW) Director; Barry Smith, Water Superintendent; Barbara Saint Andre, Community and Economic Development Director; Jeremy Thompson, Planning and Economic Development Coordinator Rich Boucher, Information Services Director.

Others Present: Jeff Bernstein, BCK Law; Medway Community Farm Board: Carol Collord, Director, Todd Sandstrum, Farmer Manager, Deb Rossi, Treasurer, Tina Wright, Clerk, Martin Dietrich, Event Coordinator, Carl Rice, Member; TJ's Gas: Kozhaya Saade, owner, Isaac Saade, owner; Andy Rodenhiser, Planning and Economic Development Board (PEDB) Chair; Susan Dietrich, Food Pantry Director.

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

Public Comments: There were none.

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

The Board reviewed the proposed PILOT, and third-party financial analysis.

Mr. Boynton noted the draft PILOT has been posted for the past two weeks. He reported that they worked with Medway Grid at the end of last week due to the need to specifically define when the first payment is due. It was noted it will be due for the entire year, not later than twenty-five days after the start of commercial operation. He explained how the payments were determined and the differences between this and the Exelon PILOT in that Exelon payments decrease over the years, but this one was flattened out. The total payment will be over \$47 million over twenty-years some of which will go to the Community Preservation Act (CPA) fund. He thanked Mr. Trindade and Mr. Crowley for their efforts during the negotiation of this agreement. Mr. Trindade asked Mr. Boynton to give an overview of this agreement. Mr. Boynton restated it is a \$47 million agreement to the Town for this facility at approximately \$9,000 per megawatt per year. He stated that this agreement was reviewed by a third party, Brian Fogg LLC, whose specialty is assessing the value of these types of facilities. Mr. Boynton reviewed the next steps including Select Board approval to bring the PILOT to Town Meeting. If approved at Town Meeting, the PILOT would be submitted to the Department of Revenue (DOR) which would undergo a required review period. The DOR would have to approve it in order for it to go into effect. He noted that this is the first PILOT in the state for battery energy storage and would be the benchmark moving forward. Attorney Bernstein reiterated that this is a new statute governing these types of facilities that we are following. Mr. Boynton stated that he will be requesting the Select Board to appoint BCK Law as Special Counsel for the other battery energy facility project at their next meeting. Mr. Alessandri stated most of the questions he received from residents were that if they were in violation of the safety measures stated in the Host Community Agreement (HCA) is there a mechanism

in place to address this. Mr. Boynton confirmed noting that most of these safety protocols were also included in the Department of Public Utilities special permit. Mr. Boynton explained the process to determine the taxes owed to the Town should a PILOT not be in place and the need to hold these funds, \$2.2 million, in reserve waiting for a decision by the Appellate Tax Board if contested by the project owner. Mr. Rossi asked when we can expect the first payment. Mr. Boynton stated that depends upon their construction schedule. It was noted that they have a deadline from the International Organization for Standardization (ISO) New England and need to be operational by calendar year 2026 or their interconnection agreement could be terminated. Assuming that they meet that commercially operational date (COD), we would anticipate booking that revenue in FY26 at the end of the year. That brings up whether or not and where we could book this revenue, so we would need to involve the DOR. Mr. Crowley stated that the tax implication is \$2,237,714 per year for the next twenty-years. The CPA fund is \$69,208 per year for the next twenty-years. He reiterated that the first payment will be the fourth quarter of FY26, and we need to discuss how those funds will be allocated as the schools have funding needs. Mr. Trindade pointed out that this has not been voted on as yet and both the Town and School Dept. have needs that will need to be prioritized, as well as the Town's commitment to the Tri-County Vocational Technical High School Building of over \$1 million per year. He noted that without this potential funding, we would be in a very difficult situation. Mr. Boynton noted that it is built into this PILOT that we receive a status update next March specifically due to this issue.

Mr. Alessandri moved that the Board approve the PILOT as presented and seek Town Meeting authorization to execute it. Ms. White seconded. No discussion. VOTE: 5-0-0.

Report from the Medway Community Farm

The Board reviewed the (1) report, and (2) financials.

Mr. Trindade noted that he is a member of the Board of the Community Farm but as no votes will be taken, he will not recuse himself from this discussion. Ms. Collord introduced those present from their Board. Ms. Collord stated their focus this year has been on community and thanked the Select Board and other Town employees and businesses for their support. She noted the relationships they have forged that will assist them in the future. She noted the grants received that help support their infrastructure. Ms. Wright reviewed their education initiatives noting that this is one of their core missions and explained their programs through Community Education, Parks and Recreation, and the reintroduction of 4th grade on the farm. She noted they are looking for a year-round, part-time Education Coordinator as they are looking to expand their programs. Ms. Rossi referenced the budget provided to the Select Board, noting their biggest expense is their operating expense, and that the grants do not cover that. She asked if the Board had any specific questions. Mr. Alessandri asked about the \$145,000 grant. Ms. Collord stated that was the grant for the solar. She noted that they received an irrigation grant that covered their entire fields. Mr. Sandstrum reviewed the operations of the farm noting last year's drought was difficult. He reported they only have three spring shares left. He noted that they continue to have an office delivery service and have a new institutional delivery service this year. They will deliver a Community Supported Agriculture (CSA) to any office in Medway with no minimum required. He noted that he is focusing on access for those who cannot leave during work hours. He reviewed the additional CSAs available with the goal of making the farm a one-stop shop. He explained their access efforts relative to the \$3,000 available for those who do not qualify for state food assistance but still cannot afford to purchase fresh food. Mr. Trindade asked for a synopsis of the upcoming events. He explained the status of the farm four years ago in that it was \$50,000 in debt and those present have completely turned it around. Mr. Dietrich reviewed Earth Day in April with a large focus on education, the barbecue and cornhole tournament in summer, hosting of Juneteenth for the

third year, the fall harvest event, which is a family event, and a fall night out at Thayer Homestead, which is like a date night. Ms. Collord noted the seedling sale will be in May with a members only event the Friday before on May 17. It was noted that the golf tournament is on Monday, May 20, at New England County Club. Mr. Crowley asked how many shares were sold last year and where we are to date. Ms. Collord stated 50-60 last year. Mr. Sandstrum noted that we have almost sold out in the spring and have sold 50 to date. Mr. Crowley asked how many shares were to actual residents versus donated shares and the maximum that could be available. Mr. Sandstrom stated all shares were sold to residents and that the farm can handle over 100 shares. Mr. Crowley commended the group on their efforts. Mr. Rossi asked about the CPA funds to be used on the upcoming Town Meeting warrant. Mr. Trindade explained that they have a foundation for an educational building space, grant funding fell through, so they have requested CPA funds for this project and will be at the April 1 Community Preservation Committee meeting. Mr. Alessandri asked if the wet weather has impacted the farm. Mr. Sandstrum stated Adams Street is a bit soggy, but he is learning the land as to where to plant what, so they are doing well. Ms. White thanked all for their efforts and suggested cooking lessons on how to use bok choy.

Approval of Minutes: March 2, 2024

The Board reviewed the draft minutes of March 2, 2024.

Mr. Alessandri moved that the Board approve the minutes of March 2, 2024. Ms. White seconded.

Discussion: Mr. Crowley stated that on page 3, line 98 regarding the fire truck that the minutes should reflect that they kept the bid at \$200,000 and they were bondable. He also referenced page 4, line 167 "Mr. Crowley stated that he did not want to charge staff to that budget." He stated that what he said was that he was OK charging the salaries for the staff at the Recycling Center, but not the indirect costs.

VOTE: 5-0-0.

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

The Board reviewed application.

Mr. Saade stated they are new owners and were not aware that they could not renew this under the old owner but had to submit a new application. Ms. Potter confirmed that the necessary paperwork was submitted. Ms. White asked how many cars they plan to have on the lot. Mr. Saade stated no more than three. Mr. Alessandri asked about the practicality of the fourteen parking spaces. Mr. Saade explained the usage of the parking lot noting some are utilized for family that work there, their plow truck, customer repairs, and he tries to leave the left side available for state inspections. Mr. Crowley asked who owns the station. Mr. Saade stated they rent it from Mobil. Mr. Rodenhiser reminded them of the sign requirements in Medway. Mr. Saade stated he is aware of these requirements. Mr. Saade asked about the sign for state inspections. He was referred to the Building Commissioner.

Mr. Alessandri moved that the Board approve a Class II dealer's license for TJ's Gas limited to three units. Ms. White seconded. No discussion. VOTE: 5-0-0.

Discussion/Vote: Indigenous Peoples' Day Committee Charge

The Board reviewed the (1) charge proposed by IPD Committee, and (2) Committee changes authorized in March 2022.

Ms. Potter stated that they were not in attendance as they had to review this at their meeting prior to presenting it to the Select Board.

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

The Board reviewed the (1) grant expenditure authorization form, and (2) grant award notice.

Chief Kingsbury stated this allows one of the Medway dispatchers to be on a regional taskforce and explained that if, due to an event, one dispatch location goes down, these people can take over dispatching for that location. This grant pays for the training for universal dispatch skills, any overtime and backfilling the position during that training, and dispatch to another location. Chief Kingsbury stated this employee has been on this taskforce in prior jobs and we needed to obtain this grant to allow him to continue on this taskforce.

Mr. Alessandri moved that the Board authorize the expenditure of the TERT grant as presented. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

The Board reviewed the memo from Chief Kingsbury.

Mr. Trindade stated this is to address the parking issues relative to the Food Pantry at the Village Street Church. Chief Kingsbury stated that Ms. Dietrich has been attempting to mitigate the parking situation for over two months to no avail. Therefore, they have requested a parking ban be instituted from midnight to 6:30am on Saturdays, as parking starts at 3:00am and they are not allowed in the parking lot until 7:00am. Ms. Dietrich noted her appreciation of the Chiefs efforts and his partnership as he is out every Saturday morning on his own time to do this for them. She stated that they have spoken to the residents and those out waiting at 3:00-3:30am with or without children in the car as they do not open until 8:00am noting the issues for both the residents and those accessing the food pantry. They understand why they feel the need to get there so early but explain that it is a neighborhood and ask them to respect that. She stated they have written documentation for them in English, Spanish, and Portuguese as that makes up ninety percent of their users. They have allowed those who show up at the correct time access first and those who show up too early access in the second wave. They have a volunteer who speaks to each of those who come early but the issue is there is nothing that states they cannot park there at that time. She requested assistance in getting the word out about the 6:30am time noting they can begin to get them in and in line so that by 7:15am they should be off the streets. Chief Kingsbury stated this would allow his staff to move them out if they are there before 6:30am; they have no authority to do this now. He noted there would need to be signs installed in the three most common spoken languages as well. He noted that initially it would be a warning and that there is a turnover in clientele. Ms. White asked why they come so early. Ms. Dietrich stated some need to get to their jobs on time. Mr. Crowley asked about the process and amount of the fines. Chief Kingsbury stated they would only be fined if they refuse to move, and it would be a \$10 fine. Mr. Crowley asked for the number of cars that line-up too early. Chief Kingsbury stated around fifty. Mr. Crowley asked where he thinks they will go. Chief Kingsbury stated the hope is that they stay home and warm until 6:30am. Mr. Crowley asked if there are any contingency plans if this does not work. Chief Kingsbury stated we will not know if this will work until it is implemented. Ms. Dietrich stated that they are actively looking for their own space reporting that they now see 135 people come through and they are only open 8am to 10am on Saturday. She reported that she recently was approached by seniors at the Glen Brook apartments who need transportation and had to explain that she cannot accommodate that request. The use of the Peach Street parking lot was discussed which allows the volunteers to get everyone queued up to access the food pantry. Ms. Dietrich explained when they first opened, they served any

Massachusetts resident and now it is restricted to a certain radius. She explained the increase in usage of the food pantry noting February of 2022, 51 families were served on average, February of 2023, 90 families were served on average, this February, 135 families were served on average with 180 families served in the last week of the month, 32 were new and some were out of the radius. Those who were out of radius were provided with emergency food bags and notified this was a one-time deal. She noted that now they are only able to accept new families from Medway. There was further discussion about access to other food pantries as Medway was the only one accepting outside residents, so it was a difficult decision. Mr. Trindade asked the timeline for sign installation. Mr. Boynton guesstimated three weeks since they are custom.

This was then opened for public comment. Rita Larrabee of 15 North Street explained she is on the corner of Peach and North Street, her bedroom window is on the street side, and they get out to speak to each other. She noted that both Ms. Dietrich and Chief Kingsbury have been very responsive to her dilemma. She stated that she does feel bad for those who need to access the food pantry. She stated if the lot does not open as soon as the street is open, there will still be an issue. She noted that if there is an emergency, the emergency vehicles cannot get down the street. Mr. Rodenhiser suggested an electronic sign-up. Ms. Dietrich stated most of the clients would have difficulty accessing it and it would need to be translated. She also stated that she has no issue with a 7:00am extension and the residents have been very patient and thanked them for their partnership. Michael Mahan of 12 Pine Street reiterated Ms. Larrabee's statement and concern about issues with access for emergency vehicles. There was a suggestion to use Saint Joseph's Parish Center. Ms. Dietrich stated the Mahan Circle Food Pantry is the Saint Joseph's Pantry and they are actually located at Mahan Circle. There was further discussion about potential alternative parking locations. Steven Brody of 39 West Street suggested the use of the VFW. It was noted that it is still in use until December of 2024. There was further discussion about the specific parking restrictions and potentially expanding the restrictions. Chief Kingsbury explained the rationale for the specific proposed restrictions. Mr. Alessandri stated he preferred the parking restrictions to extend to 7:00am. Chief Kingsbury agreed.

Mr. Alessandri moved that the Board approve the parking restrictions as presented between the hours of 12:00am and 7:00am on Saturday as discussed. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

The Board reviewed the volume report.

Mr. Boynton stated this data shows which months had the heaviest rain with flooding events. He noted that DPW continues to work on the inflow and infiltration (I&I) issue, and we will be asking for \$200,000 at Town Meeting to continue to make headway on this issue. He noted we will continue to work on this by trying to buy capacity noting we have been working with Franklin on this for six years as well as to try and decrease what goes to the district. He gave the example of creating a leaching system noting that all suggestions come at a substantial cost. He noted that we are going to have to have legislative, Environmental Protection Agency (EPA), Department of Environmental Protection (DEP,) and other partnerships to think outside the box to address this issue. It was noted that the EPA and DEP will not increase our discharge capacity into the Charles River. He noted the challenges with state mandated increases in housing (40B, MBTA adjacent community, etc.) yet the EPA and DEP will not allow any increase in discharge which will result from this increase in housing. Mr. Alessandri asked for the trajectory of the average daily flow over time. Mr. Smith referenced 2022 as being a lot lower noting that we have had sixty-five inches of rain in 2023, which impacts this number. He reported that flying

the drone showed flooding everywhere in December and sump pumps connected to the sewer line as being a major issue with one flowing in one storm drain on High Street at 20 gallons per minute. He stated we have 45 miles of sewer main and have purchased ten more meters to install in the system adding to the seven that we have now. He noted that it is very time consuming, but they are out there daily. It was noted that we have 955,000 gallons permitted per day on average. The CRPCD is permitted at slightly more than 8 million gallons per day. Mr. Rossi asked about Franklin's capacity. Mr. Boynton noted that at last check, they had 850,000 gallons of extra capacity. We have been looking at purchasing 100,000 - 150,000 gallons of capacity. Mr. Boynton explained that each town does not have an individual permit. The entire facility is permitted by the EPA but what governs capacity is the District Agreement. It was noted that Franklin must also deal with the MBTA Communities legislation so that may impact their decision on this. Mr. Crowley stated that in discussions with Mr. Pelletier, there is a study that will occur to determine what the CRPCD can do regarding capacity noting that time is of the essence. Mr. Boynton stated that time is not of the essence. Mr. Crowley respectfully disagreed. Mr. Boynton stated that Franklin was not a participant in this study as they have capacity. Mr. Pelletier stated that Millis, Medway, and Bellingham are attempting to get this study done and it has not been presented to the CRPCD to date. There was further discussion about I&I, potential development, the ability to connect to the sewer line, the Town's capacity, and the bylaw relative to the moratorium on sewer line connectivity. There was clarification that the CRPCD has the capacity of 15 million gallons, but the state and federal governmental permit is 8 million gallons. Mr. Boynton stated that we need to address this capacity issue by continuing to mitigate I&I, negotiate with Franklin, and think about out of the box solutions.

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

The Board reviewed the (1) draft Special Town Meeting warrant, (2) draft Annual Town Meeting warrant, (3) memo regarding the Zoning Articles, and (4) memo from Rich Boucher regarding Annual Town Meeting Warrant Article 7 (Capital Items).

Mr. Boynton stated he would like to have a discussion between now and next spring about the two Town Meeting warrants. His discussions with the Finance Director and Assistant Town Manager determined there is no need for a Special Town Meeting warrant. He noted it has been a tradition to do this prior to the Annual Town Meeting, but all of these articles could be handled in the Annual Town Meeting warrant. Mr. Trindade stated that his understanding was that funding articles in the Annual Town Meeting warrant are not available until July 1st. Mr. Boynton stated that is not correct, articles funded by free cash transfers, ambulance fund transfers, etc., can be accessed immediately. Those that are to raise and appropriate cannot be accessed until the next fiscal year.

Special Town Meeting Warrant

ARTICLE 1: (Prior Year Bills)

It was noted that there are no prior year bills at this time.

Mr. Alessandri moved that the Board designate Article 1 To Be Determined. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 2: (Free Cash Transfer: Cassidy Parking Lot Improvements)

Mr. Boynton explained the work and expenditures to date noting that the amount of the transfer to complete this project is \$200,000. Mr. Trindade asked if this was coordinated with Medway Youth

Baseball. Mr. Pelletier confirmed. Mr. Trindade noted that the sidewalk will be improved as part of this project. Mr. Pelletier stated that the work will begin in August so as not to interfere with the tournaments held at Cassidy. Mr. Crowley asked for the original project amount and the bid amount. Mr. Pelletier stated originally \$300,000 was anticipated but the bid came in at \$480,000.

Mr. Alessandri moved that the Board approve Article 2. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 3: (Free Cash Transfer: Snow and Ice Deficit)

It was noted that there is no deficit in this budget line item at this time.

Mr. Alessandri moved that the Board designate Article 3 To Be Determined. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 4: (Ambulance Receipts Reserves Transfer: Purchase New Ambulance)

Mr. Boynton stated the amount of the requested transfer is \$460,000 for the second ambulance noting the other one was funded in the fall. They could be here in the fourth quarter of fiscal year 2024 or the first quarter of fiscal year 2025. Mr. Crowley asked what was left in reserves. Mr. Boynton stated a little less than \$200,000.

Mr. Alessandri moved that the Board approve Article 4. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 5: (Reserve for Overlay Release; Transfer to Dispatch Equipment Replacement and Capital Stabilization)

Mr. Boynton stated, originally, we thought this would be a borrowing, however, the Assessors released \$656,785 from the Overlay Account. Two hundred thousand will go to the Capital Stabilization Fund and the balance will allow us to pay cash for the dispatch hardware. It was noted that there is enough room, but it will be tight. Mr. Boynton explained the specific equipment and its capabilities. Mr. Rossi asked the specifics of the Overlay Account release. Mr. Boynton stated it was a secondary Eversource release. Mr. Trindade explained the process of tax dispute and the need to hold those funds until resolution. Mr. Crowley stated that we put \$300,00 in this account every year and asked for the reasoning to be explained. Mr. Boynton stated there are many reasons including abatements, Appellate Tax Board issues, and the Senior Tax Workoff Program. He noted the Eversource case is not strictly a Medway case, but a statewide case, as they typically challenge valuation all over the state.

Mr. Alessandri moved that the Board approve Article 5. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 6: (CPA Transfer: Medway Community Farm Structure)

It was noted that the amount of the requested transfer of \$50,000 was for the purpose of constructing a multi-purpose educational structure at the Medway Community Farm at 50 Winthrop Street.

Mr. Alessandri moved that the Board approve Article 6. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 7: (Repurpose Water Project Funds)

Mr. Boynton stated we are currently out to bid for the pump house at the Oakland Street well and once the amount is known we will repurpose funds from the Populatic Water Treatment Facility, as we bonded the full amount and received the \$2.7 million federal earmark, which offsets the amount. We will use that for the Oakland pump house. This project cost was estimated at \$1.8 million. It was noted that the old infrastructure will be a backup to this new infrastructure. Mr. Boynton noted that any leftover Water Treatment Facility project funds will be used towards the per- and polyfluoroalkyl substances (PFAS) project. There was further discussion about the timing of the implementation of the PFAS project. Ms. Stewart reported that the recommended lifetime maximum consumption is .002 parts per trillion noting this is a bio accumulative chemical that has major health effects.

Mr. Alessandri moved that the Board designate Article 7 To Be Determined. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 8: (Repurpose Monetary Articles: School Projects)

The total requested amount of the transfer is \$30,465.90. This amount represents school projects approved at prior Town Meetings, funding for which are no longer needed. The funds will be repurposed for the design of the Memorial School roof project. It was noted that we will know the results of the bid and the project cost by mid-April.

Mr. Alessandri moved that the Board approve Article 8. Ms. White seconded. No discussion. VOTE: 5-0-0.

Annual Town Meeting (ATM) Warrant

ARTICLE 1: (Debt Stabilization Fund Transfer)

Mr. Boynton explained the need to transfer \$39,000 from the Debt Stabilization Fund to the Fiscal Year (FY)2025 operating budget to offset a portion of the debt service.

Mr. Alessandri moved that the Board approve Article 1. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

Mr. Boynton explained the transfer of \$767,000 from the Ambulance Receipts Reserve to the FY25 General Fund operating budget noting the Finance Director determined the ability to support this amount.

Mr. Alessandri moved that the Board approve Article 2. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 3: (Appropriation: FY25 Operating Budget)

Mr. Boynton stated this is the Town budget the Board has previously seen and approved.

Mr. Alessandri moved that the Board approve Article 3. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 4: (Appropriation: FY25 Water Enterprise Fund)

Mr. Boynton stated we do not anticipate any changes to this number.

Mr. Alessandri moved that the Board approve Article 4. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 5: (Appropriation: FY25 Sewer Enterprise Fund)

Mr. Boynton stated we do not anticipate any changes to this number.

Mr. Alessandri moved that the Board approve Article 5. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

Mr. Boynton stated the salary line is strictly for the part-time staff at the Recycling Center noting the total cost of that operation is \$1.82 million.

Mr. Alessandri moved that the Board approve Article 6. Ms. White seconded. No discussion. VOTE: 5-0-0.

Mr. Crowley asked for an explanation of the reserves. Mr. Boynton stated that the costs of running the curbside trash program and Recycling Center have skyrocketed over the last few years relative to tonnage. We have a lot of tonnage, and you no longer have any revenue generated from recycling. He explained the past use of retained earnings, Exelon funds, and moving salaries into the General Fund to deal with the decreasing retained earnings. It was noted that the Lawrence Waste contract expires in 2026 and Wheelebrator contract in 2027. We currently pay \$70-\$80/ton to Wheelebrator in Millbury and those signing up now are seeing costs at \$120/ton. Mr. Trindade noted that if trash is not in a yellow Medway bag it will not be picked up.

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

Mr. Boynton stated that due to grant funds received, some of the Information Technology items may not require these funds. Mr. Boucher explained the two line items funded through grants. The largest grant received was ECF3 that provided \$144,000. That grant freed up funds to pay for the time management system, noting the request for \$73,000 is no longer needed. He is requesting that the Board repurpose that into other technology areas including infrastructure equipment, specifically, a wireless system upgrade for the school department, as half come to the end-of-life next fiscal year and half the following fiscal year, as well as including 120 Main Street in the wireless network. Mr. Boucher stated they are looking to cancel the transparency initiative as this will be funded this current fiscal year from the ECF3 \$144,000 grant funding. He would like to move these funds into the projection equipment line item. Mr. Crowley asked where that equipment is going. Mr. Boucher stated the

schools. He noted that this would bring the infrastructure equipment up to \$140,000 and the projection equipment up to \$108,000. Mr. Crowley asked if these school capital items get calculated into our per student cost and sent to the state. Mr. Boucher confirmed and noted as well as some of his operating budget.

Mr. Alessandri moved that the Board approve Article 7 as amended. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

Mr. Boynton explained that \$800,000 would be appropriated to the roads and sidewalks budget for FY2025 from the Exelon funding.

Mr. Alessandri moved that the Board approve Article 8. Ms. White seconded. No discussion. VOTE: 5-0-0.

Mr. Rossi requested an overview of the road work over the past seven to eight years. Mr. Boynton stated that over sixty percent of the road surface was improved, and we have spent \$2 million per year except for the COVID year. The total spent would be \$12.5 million which is funded from this, free cash, and state Chapter 90 funds.

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

Mr. Boynton explained the need to replace this utility vehicle for the Water Department from retained earnings.

Mr. Alessandri moved that the Board approve Article 9. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

Mr. Boynton explained the transfer of \$200,000 and source of funding to support the sewer inflow and infiltration work.

Mr. Alessandri moved that the Board approve Article 10. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

Mr. Boynton explained the total replacement cost of this project and sources of funding that will also include borrowing. It was noted that the lights are included in this project. The track, turf, and fencing bid was at \$1,850,000 and then to provide additional conduit for scoreboards at \$50,000 and \$300,000 for the light fixture replacement with more energy efficient equipment. The amount proposed to be borrowed is \$1,450,000, \$500,000 would be from the CPA funds, and \$300,000 from the Athletic Stabilization Fund. Mr. Crowley stated that he is recommending \$1,500,000 to ensure there is enough money in contingency as there is only \$100,000 built into a \$1.8 million project. The total appropriation would be \$2.3 million noting the borrowing would be over fifteen years.

Mr. Alessandri moved that the Board approve Article 11 amended to \$2.3 million with \$1,500,000 million to be borrowed. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

It was noted that the cost of this project is yet to be determined.

Mr. Alessandri moved that the Board designate Article 12 To Be Determined. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 13: (Appropriation: OPEB Trust)

It was noted that this is the annual \$300,000 amount deposited to the Other Post-Employment Benefits (OPEB) Trust account.

Mr. Alessandri moved that the Board approve Article 13. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 14: (Appropriation: General Stabilization)

It was noted that this is the annual \$100,000 amount deposited to the General Stabilization Fund.

Mr. Alessandri moved that the Board approve Article 14. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 15: (Appropriation: Community Preservation Committee)

It was noted that this is the annual funding based on the report of the Community Preservation Committee for the Fiscal Year 2025 Community Preservation budget.

Mr. Alessandri moved that the Board approve Article 15. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 16: (Medway Grid PILOT Authorization)

It was noted that this is 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.

Mr. Alessandri moved that the Board approve Article 16. Ms. White seconded. No discussion. VOTE: 5-0-0.

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

Mr. Boynton stated that this is the revolving fund with one addition, which is to add the School Transportation Revolving Fund.

527 **Mr. Alessandri moved that the Board approve Article 17. Ms. White seconded. No discussion. VOTE:**
528 **5-0-0.**

529
530 ARTICLE 18: (Amend General Bylaws: Scenic Roads)

531
532 Mr. Rodenhiser stated that this is codifying their rules and regulations into a bylaw to assist with
533 enforcement by the Building Commissioner.

534
535 **Mr. Alessandri moved that the Board approve Article 18. Ms. White seconded. No discussion. VOTE:**
536 **5-0-0.**

537
538 ARTICLE 19: (Amend Zoning Bylaws: Awning Signs)

539
540 Mr. Rodenhiser explained the difference between lit and unlit awning signs noting this makes the same
541 allowances for both making it easier for businesses. They went with the verbiage of the illuminated
542 signs for both.

543
544 **Mr. Alessandri moved that the Board approve Article 19. Ms. White seconded. No discussion. VOTE:**
545 **5-0-0.**

546
547 ARTICLE 20: (Amend Zoning Bylaws: Parking)

548
549 Mr. Rodenhiser stated this changes the minimally allowed parking spaces in the Adult Retirement
550 Community Planned Unit Development (ARCPUD) from 2 to 1.5, which is similar to their other
551 standards, reduces pavement, and places less of a burden on the developer. Mr. Crowley noted that the
552 Select Board has looked at most of these warrant articles numerous times already, as well as attending
553 PEDB and other meetings relative to them.

554
555 **Mr. Alessandri moved that the Board approve Article 20. Ms. White seconded. No discussion. VOTE:**
556 **5-0-0.**

557
558 ARTICLE 21: (Amend Zoning Bylaws: Outdoor Displays)

559
560 Mr. Rodenhiser stated that this allows merchants to have outdoor displays of merchandise by right if
561 certain criteria are met in those zoning districts that allow outdoor display.

562
563 **Mr. Alessandri moved that the Board approve Article 21. Ms. White seconded. No discussion. VOTE:**
564 **5-0-0.**

565
566 ARTICLE 22: (Amend Zoning Bylaws: Housekeeping)

567
568 Mr. Rodenhiser explained the non-substantive changes are mostly housekeeping and reviewed the
569 specific changes.

570
571 **Mr. Alessandri moved that the Board approve Article 22. Ms. White seconded. No discussion. VOTE:**
572 **5-0-0.**

573
574 ARTICLE 23: (Multifamily Overlay District)

Mr. Rodenhiser explained that these changes are due to the MBTA adjacent community zoning requirements from the state and the PEDB, with the assistance of a consultant, has identified the most appropriate locations based on these new state zoning acreage and density requirements. He noted that this includes 39 Main Street and the end of Summer Street on the Holliston line and feels this will meet the new state requirements. It was noted that these have been reviewed by Town Counsel and her recommended changes have been included to hopefully allow for approval by the Attorney General (AG). It was noted that the deadline for these changes to be implemented is December 31st. There was further discussion about the timeline for the AG's approval as well as the process moving forward should this not pass at Town Meeting. It was noted that nobody in Town Hall thought this would be a good idea. There was further discussion about towns like Milton who had to get this issue addressed sooner than Medway who have a representative type of Town Meeting. Mr. Boynton explained the history of the 40B state zoning requirements, reaching Safe Harbor status, and the associated politics. He noted that if we do not support this, we would lose over \$1.8 million in state grants that we have received in the past and the state said that they would take a town to court if not approved. He stated that this is a state mandated zoning change, and we are obliged to implement this by December 31 of this year. He also stated that few communities are against this so we would not have a lot of support to challenge this. He stated that if we do not pass this in May, we would be out of compliance with the state. It was noted that the AG wants the state Supreme Judicial Court (SJC) to make a decision before May so that the Towns know they will need to move forward on this. It was noted that all members of the SJC are gubernatorial appointments. It was mentioned that the SJC cannot rule to eliminate this legislation, only whether or not the AG can enforce it. Mr. Trindade pointed out that he and Mr. Crowley, PEDB members, Ms. Saint Andre, and Mr. Thompson looked at where these zones could exist with the least impact on the Town and that is what they are presenting in the warrant article.

Mr. Rossi moved that the Board allow the meeting to extend past 10:00pm. Ms. White seconded. No discussion. VOTE: 5-0-0.

Janice Dunne of 17 Kimberly Drive stated she abuts one of the zoned areas noting their concerns about their aquifer. She stated that none of this makes sense and feels that we should fight this. She said residents do not know about this and more outreach is needed. There was further discussion about where this was located. Ms. Saint Andre stated that the Summer Street site is about 100 acres and we are looking at rezoning 44 of those acres, which do not abut any of the streets in the back. Mr. Boynton noted that residents need to, in an organized manner, bring this to the Senate President who represents Medway. Kerry Davis of 6 Kimberly Drive stated that she implores the Town to fight back on this, join Milton, and start a grassroots effort noting the potential impact on the schools. Tracy Stewart of 21 Lovering Street suggested a Special Town Meeting to be able to wait on the SJC decision. Ms. Stewart asked about the requirements associated with this legislation. Mr. Trindade stated that we are not required to build noting that any build would still need to follow the regular process. There was further discussion about the timing of a Special Town Meeting. Steven Brody of 39 West Street noted that we have to do this and be smart about the chosen locations. He disagreed with the proposed locations and suggested four alternatives. Mr. Rodenhiser explained the rationale for choosing 39 Main Street as well as Summer Street noting both are on the edge of town accessible to major roadways and allow the ability to limit the locations to two. Michael Fahey of 208 Village Street requested that we send a letter to our legislators requesting that they work to appeal this law noting this was passed via a Zoom meeting during COVID. Mr. Boynton stated a non-binding ballot question at the next Town election would get more residents involved and provide more resident feedback. Ms. White suggested to wait until November. Mr. Rodenhiser offered his assistance for a grassroots educational movement. There was further discussion about the best manner to obtain resident feedback. The Board agreed to leave

this article as is, wait to vote on this closer to Town Meeting, and add a non-binding ballot question to the next Town Election noting that Town Meeting occurs prior to the Town Election.

Mr. Alessandri moved that the Board designate Article 23 To Be Determined. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 24: (Amend Zoning Bylaws: Open Space Residential Development)

Mr. Rodenhiser stated that the PEDB is meeting on this and may be pulling this article from the warrant.

Mr. Alessandri moved that the Board make Article 24 To Be Determined. Ms. White seconded. No discussion. VOTE: 5-0-0.

ARTICLE 25: (Amend Zoning Bylaws: Lighting)

Mr. Rodenhiser stated that the PEDB wants to continue to meet on this and may be pulling this article from the warrant.

Mr. Rossi moved that the Board make Article 25 To Be Determined. Mr. Alessandri seconded. No discussion. VOTE: 5-0-0.

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

Ms. Saint Andre stated that this was a late addition and the PEDB has not held its Public Hearing, which is scheduled for March 26. Mr. Boynton noted that we really want this to happen.

Mr. Rossi moved that the Board make Article 26 To Be Determined. Mr. Alessandri seconded. No discussion. VOTE: 5-0-0.

Action Items from Previous Meeting

The Board reviewed the action items dated March 4, 2024.

This agenda item was not discussed.

Town Manager's Report

There were no items for the Board to review.

Sanford Dam Concerns – Staff & Office of Dam Safety Discussions: Mr. Boynton said meetings continue relative to the Sanford Dam and we will look to possibly submit a grant application for a feasibility study of what needs to occur.

Doug Havens Retirement – Appreciation Event March 27th, Noon: Mr. Boynton reminded the Board of this event.

Town Manager Out of Office: Mr. Boynton stated he will be out of the office as follows:

- - Wednesday, March 20th – Norfolk County Managers (Medway)
- - Friday, March 22nd – Out of Office

671 NEXT Select Board Meeting – April 1, 2024

672

673 **Select Board's Reports**

674 *There were no items for the Board to review.*

675

676 Mr. Alessandri encouraged residents to read the information relative to the Town Meeting warrants.

677

678 Mr. Crowley gave a shout out to the High School girls' basketball team who made the final four and the
679 cheerleaders who won the states and are moving onto the regionals.

680

681 Mr. Trindade stated he would like to invite the cheerleaders to come to a Select Board meeting to be
682 recognized for their achievement. Mr. Trindade noted that they practice in the Middle School cafeteria
683 on the linoleum floors and the pads they use are very old. The cost of new pads is \$20,000 and he
684 requested that we look at funding this at the Fall Town Meeting. He suggested that they relocate to
685 Memorial School, but he has no authority over where they practice.

686

687 **At 10:43PM, Mr. Alessandri moved to adjourn. Ms. White seconded. No discussion. VOTE: 5-0-0.**

688

689

690

691 Respectfully submitted,

692 Liz Langley

693 Executive Assistant

694 Town Manager's Office

**Select Board Meeting
April 1, 2024 – 7:00 PM
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; Peter Pelletier, Department of Public Works (DPW) Director; Barbara Saint Andre, Community and Economic Development Director; Carol Pratt, Finance Director; Sandra Johnston, Communications Director.

Others Present: March 25, 2024 Call Response: Fred Paulette, Jr., of Millis, Fire Chief Jeff Lynch, Deputy Fire Chief Michael Fasolino, Dispatcher Gary Grenier, Fire Lieutenant Matthew Anzivino, Firefighter Paramedic Taylor Warren, Firefighter Paramedic Nicholas Volz, Firefighter Paramedic James Devine, Police Chief William Kingsbury, Police Sergeant Anthony Nigro, Police Officer Megan Casey, Police Officer Benjamin Leazott; Allison Dempsey, Agricultural Committee Chair; Deb Rossi, Agriculture Committee candidate; Jordan Warnick, Co-Chair Cultural Council; Sibbi Maruthu, Cultural Council Candidate; Thiru Munisamy, Cultural Council Candidate; Joanne Phillips, Indigenous Peoples' Day Committee Chair.

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

Recognition of Medway Fire and Police Staff for March 25, 2024, Call Response

The Board reviewed the (1) incident description from Chief Lynch, and (2) letters of commendation from Chief Lynch and Town Manager Boynton.

Mr. Trindade stated that Medway Fire and Police Staff along with a Millis resident are here in recognition of their outstanding actions in response to a medical emergency on March 25, 2024. Mr. Boynton called all those forward by name being recognized. Mr. Boynton shared the specifics of the medical emergency, the exceptional service and response of those present, and the positive outcome. Each person was presented to the Board in recognition. The brother of the resident thanked all present for saving his life. Each Select Board member thanked all, as well.

Mr. Trindade reported his need to attend the Community Preservation Committee (CPC) meeting at 7:30pm and turned the meeting over to Vice-Chair Rossi.

Public Comments: There were none.

Approval of Minutes: March 13, 2024

The Board reviewed the draft minutes of March 13, 2024.

Mr. Alessandri moved that the Board approve the minutes of March 13, 2024. Mr. Trindade seconded. No discussion. VOTE: 5-0-0.

Appointment Considerations:

- **Agricultural Committee (2) – Carl Rice, Deb Rossi**
- **Cultural Council (2) – Sibbi Maruthu, Thiru Munisamy**

The Board reviewed the (1) candidates' statements of interest, and resumes, and (2) Chairs' recommendations.

Mr. Rossi asked Ms. Dempsey how many will be on this committee after these appointments. Ms. Dempsey stated they currently have six, one who has not attended for the past two years, and the total will then be eight. Ms. Dempsey explained that they meet monthly and occasionally with Millis and Holliston. They check in with the local farms and share events with local communities. They participate in Earth Day with the Community Farm, which will be on April 20 with a rain date of April 21. Ms. Rossi stated both her and Mr. Rice are on the Medway Community Farm Board and joined along with John Foresto about one year ago. It was noted that the Parks and Recreation Department works with the farm on summer programming. Ms. Rossi, as Chair of the Parks Commission, noted there is a lot of cross over in her roles.

Mr. Alessandri moved that the Board appoint Carl Rice to the Agricultural Committee for a three-year term. Ms. White seconded. No discussion. VOTE: 5-0-0.

Mr. Alessandri moved that the Board appoint Deb Rossi to the Agricultural Committee for a three-year term. Ms. White seconded. No discussion. VOTE: 5-0-0.

Mr. Rossi stated there was a lot of exciting news from the Medway Community Farm and asked Ms. Rossi to inform the Board and viewers. Ms. Rossi stated that the UMass Chan Medical School in Worcester has chosen Medway Community Farm for the Community Supported Agriculture (CSA) program out of seventy other farms in the state. Mr. Trindade shared the Request for Proposal (RFP) process that they needed to complete. Mr. Crowley asked what Ms. Rossi felt put Medway on top. Ms. Rossi stated that Mr. Sandstrum's plans, the quality and detail in Ms. Collord's RFP response, and our educational programs were likely key in the Medway Community Farm receiving this. It was noted that an oral presentation and reference check was also part of the RFP process.

Mr. Maruthu stated he moved to Medway in 2021 as they were looking for a small town for his son to grow up and this seemed like a good fit. He participated in the Diwali festival last year, has attended Cultural Council meetings, and is looking to get more involved with the Town.

Mr. Munisamy stated he moved to Medway in 2015, coaches his children in community soccer, is a volunteer at the Medway Community Farm, participates in all the cultural events, volunteers at the food pantry, and likes to be involved in Town activities and to volunteer. He participated in many cultural events and would like to assist in a greater way.

Mr. Warnick, Chair of the Cultural Council, explained his background and his love of the Cultural Council. He was pleased with these candidates' background in media, arts, and sciences noting they have both attended two meetings. He noted that the Cultural Council voted unanimously in support of both candidates and, as they are down to eleven members, they could use their help. This would bring the Cultural Council up to thirteen. There was discussion about the limit of two, three-year terms to the Cultural Council based on the Massachusetts Cultural Council.

Mr. Alessandri moved that the Board appoint Sibbi Maruthu to the Cultural Council for a three-year term. Ms. White seconded. No discussion. VOTE: 4-0-0.

Mr. Alessandri moved that the Board appoint Thiru Munisamy to the Cultural Council for a three-year term. Ms. White seconded. No discussion. VOTE: 4-0-0.

Discussion/Vote: Indigenous Peoples' Day (IPD) Committee Charge

The Board reviewed the (1) charge proposed by IPD Committee, (2) Committee changes authorized in March 2022.

Ms. Phillips stated she was before the Select Board one year ago to change the name, the Committee continues to evolve, and they are proposing a change in name and charge. She explained the evolution to the goal of moving away from a one-day educational event. They are proposing a broader scope of focusing on indigenous history, culture, and contributions within our community. Their new charge would be facilitating collaboration with the Town and its indigenous community for mutual benefit and shared cultural enrichment. They could then take on initiatives towards that goal including identifying and preserving indigenous sites, historical belongings and practices throughout the Town, collaborating with local institutions to develop educational historical programs highlighting indigenous culture through public events, workshops, and awareness campaigns, advocating for the inclusion of indigenous perspectives in educational curricula and community events, and facilitating open dialogs between the Town and indigenous communities to promote mutual understanding and cooperation. Basically, they would like to expand on the one-day event and include this in other existing Town events. She explained their support of the Community Farm events and others who have reached out to them for support and inclusion from the indigenous community perspective. Mr. Boynton noted that their changes make sense. Ms. White asked if they will be reaching out to the School Dept. Ms. Phillips stated that she would like to but there are not a lot of resources and most are already booked up. She stated they are focusing on building relationships and trust within the indigenous community. Mr. Alessandri commended the evolution and forward thinking of the group. Mr. Rossi asked if they are at full membership. Ms. Phillips stated no, as she is the only Citizen-at-Large on the Committee, but noted that a High School student has been attending. Mr. Crowley asked that "and include the Medway Historical Society" be added after the word institutions.

Mr. Alessandri moved that the Board approve the changes to the Indigenous Peoples' Day Committee's name and charge as discussed. Ms. White seconded. No discussion. VOTE: 4-0-0.

Appointment of BCK Law as Special Counsel for Battery Energy Storage Project

There were no materials for the Board to review.

Mr. Boynton stated this is for the Medway Energy Center proposal. Since Jeff Bernstein has worked with us on Exelon and Medway Grid, he would like him to work with us on this project as well. He asked the Board to appoint BCK Law as Special Counsel for the Medway Energy Center Battery Energy Storage Project. Mr. Crowley noted that he would like to look at the Host Community Agreement (HCA) before it is submitted. Mr. Alessandri asked if this appointment ends upon the end of the project. Mr. Boynton answered it would not, as there are filings that continue to be needed which Attorney Bernstein takes care of for the Town, including Exelon. It was noted that the HCA includes \$125,000 for legal fees. Mr. Boynton wanted the residents to understand that this is a very preliminary document and there have been no attorney-to-attorney discussions. Once both attorneys agree, the HCA will come before the Select Board and be put out for comment like we did for Medway Grid. He noted the difference between this and Medway Grid is they do not want to go through the Energy Facilities Siting Board (EFSB) process and want to remain dealing locally with the Town. Mr. Crowley reported that he met once with this group. It was a preliminary discussion with no future meetings planned at this time.

Mr. Alessandri moved that the Board appoint BCK Law as Special Counsel for the Town for the Medway Energy Center Battery Energy Storage Project as discussed. Ms. White seconded. No discussion. VOTE: 4-0-0.

Consideration of Public Event Permit Application: Ride for Food - October 6, 2024

The Board reviewed the (1) application, and (2) departmental.

Mr. Boynton noted that all is in order. Mr. Rossi noted it is a fifty-mile bike ride and asked who pays for the police detail. Mr. Boynton noted the route goes through Medway and the organization pays for the police detail.

157
158 **Mr. Alessandri moved that the Board approve the Ride for Food subject to the Police Chief's**
159 **recommendations and proof of appropriate insurance coverage. Ms. White seconded. No discussion.**
160 **VOTE: 4-0-0.**

161
162 **Contract Approval: Lorusso Construction for Highway Materials and Services – Not to Exceed**
163 **\$100,000**

164 *The Board reviewed the (1) memo from Peter Pelletier, (2) bid result, and (3) contract.*
165

166 Mr. Pelletier stated that this company has been utilized by the Town many times and it is materials that
167 we procure from them as needed. Mr. Alessandri asked how long the \$100,000 will last. Mr. Pelletier
168 stated that we will most likely use all of that. Mr. Rossi noted that this is for \$100,000 per year for two
169 years. There was further discussion about the cost of the sand and the ability to remove that from the
170 contract since there were lower prices from others. Mr. Pelletier stated the intent was to have a
171 contract for Kimball for the sand on this agenda, but they were slow to provide the necessary
172 documentation. Mr. Crowley noted that there were no other bidders for the cold patch and asphalt and
173 asked if those are legitimate numbers. Mr. Pelletier confirmed.
174

175 **Mr. Alessandri moved that the Board approve and authorize the Chair to execute the contract with**
176 **Lorusso Construction as discussed. Ms. White seconded. No discussion. VOTE: 5-0-0.**
177

178 **Glen Brook Way – Review and Approve Amended and Restated Master Subordination Agreement**

179 *The Board reviewed the (1) e-mail from Caitlin Madden, Executive Director, MetroWest Collaborative, (2)*
180 *Amended and Restated Master Subordination Agreement, (3) Phase II Final Report.*
181

182 Ms. Saint Andre reported that Caitlin Madden is at the CPC meeting. She stated that they had cost
183 overruns due to COVID. In order to finance that, they had to come up with additional financing to deal
184 with those costs. She noted that the Town is on the mortgage but down on the list and not a prime
185 mortgagee. Since they are redoing their financing, we need to resign the agreement that we signed two
186 years ago, with this one having the updated figures. Mr. Alessandri asked if this is an additional loan.
187 Ms. Saint Andre confirmed and reminded the Board that the Town's loan goes away upon project
188 completion. Mr. Rossi asked about Ms. Madden's report to CPC. Ms. Saint Andre stated that they were
189 provided \$1 million in CPC funding for the project and one of the stipulations was a report to the CPC
190 upon project completion. Mr. Crowley noted that they are asking for more than the cost of their
191 overruns. Ms. Saint Andre stated that they decided to implement more energy efficiencies as well. Mr.
192 Crowley stated that residents were complaining about affordable housing including affordable senior
193 housing, which was why he supported this. He noted that the first building held sixty units specifically
194 for Medway residents and only six applied and were approved. He noted that phase two is over fifty-
195 five and asked if these are any units being held for Medway residents and how many they have that are
196 Medway residents. Ms. Saint Andre pointed out that they have not finished renting these out. Ms.
197 Stewart asked if the rental rates are based on the state. Mr. Crowley stated that 39 Main Street is state
198 based income standards and Glen Brook is federally based income standards.
199

200 **Mr. Alessandri moved that the Board approve and authorize the Chair to execute the amended and**
201 **restated Master Subordination Agreement with Glen Brook Way as discussed. Ms. White seconded.**
202 **No discussion. VOTE: 3-1-0. Mr. Crowley opposed.**
203

204 **Vote: Re-open May 13, 2024, Annual Town Meeting (ATM) Warrant, Add Fire Apparatus Borrowing**
205 **Authorization Article, Close Warrant**

206 *The Board reference the May 13, 2024 ATM Warrant in the next agenda items materials.*
207

Mr. Boynton stated this was discussed during the budget process and this was planned for the fall. Since then, the specifications are all but done, we have a ballpark price of \$996,000. He stated there are substantial emissions requirements changes coming for diesel engines. If we wait until the fall, we may see a substantial increase in cost to meet the emissions requirements. Therefore, he is recommending that we put the order in now noting it is still a two-year timeframe. Ms. Pratt has already accounted for the \$1.1 million in the debt planning and the expenditure is not expected until Fiscal Year 2026. There was discussion on the usage rotation of the new and existing fire trucks. Mr. Crowley asked about the expected delivery date. Mr. Boynton stated they are currently quoting 800 days. It was noted that this was in the debt schedule presented to the Select Board at their budget workshop in Fiscal Year 2026 at a cost of \$128,333.

Mr. Alessandri moved that the Board vote to re-open the May 13, 2024, Annual Town Meeting warrant, add the fire apparatus borrowing authorization article, and close the warrant. Ms. White seconded. No discussion. VOTE: 5-0-0.

Discussion/Vote Recommendations: May 13, 2024, Special and Annual Town Meeting Warrants

The Board reviewed the (1) draft May 13, 2024, Special Town Meeting Warrant, and (3) draft May 13, 2024, Annual Town Meeting Warrant.

Special Town Meeting Warrant

ARTICLE 1: (Prior Year Bills)

It was noted that there are no prior year bills at this time so this can remain a To Be Determined.

ARTICLE 3: (Free Cash Transfer: Snow and Ice Deficit)

It was noted that there is no deficit in this budget line item at this time so this can remain as To Be Determined.

ARTICLE 7: (Repurpose Water Project Funds)

It was noted that we are still waiting on the opening of the bids on the Oakland Street pump house so this can remain a To Be Determined. Mr. Boynton clarified for Mr. Crowley that this is to repurpose the leftover funding from the Water Treatment Plant to do the Oakland Street pump house. Ms. Pratt explained the specifics of this repurposing of funds.

Annual Town Meeting Warrant

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

Mr. Crowley noted that the total amount is short \$65,000 if you add up the individual amounts within the article. This was confirmed.

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

It was noted that the cost of this project is still yet to be determined and the bids are scheduled to be opened on April 18. This can remain a To Be Determined.

ARTICLE 24: (Amend Zoning Bylaw Map: Energy Resource District)

Mr. Boynton stated that this was on hold until the Planning and Economic Development Board hearing. Ms. Saint Andre reported that the PEDB had its public hearing on this on March 26 and unanimously voted to approve this article. This is to rezone some of the land on West Street and would give the Town control over a battery energy storage facility rather than giving that control to the state. She stated that there was a presentation by the company at the prior meeting with a lot of public questions but there were none at the public hearing on March 26. It was reiterated that this provides the Town with more local control.

Mr. Alessandri moved that the Board approve Article 24. Mr. Trindade seconded. No discussion.
VOTE: 5-0-0.

ARTICLE 25: (Borrowing: Purchase Fire Truck)

Mr. Alessandri moved that the Board approve Article 25. Mr. Trindade seconded. No discussion.
VOTE: 5-0-0.

ARTICLE 23: (Multifamily Overlay District)

Mr. Boynton stated that the Attorney General will not be making a decision about Milton until October. He does not believe that we will have any more information if we postpone this to Fall Town Meeting. He also does not see any imminent construction. Mr. Boynton explained the process moving forward if this was approved at Town Meeting. Alex Kevork of 10 Kimberly Drive asked about the repercussions if we do not do this. Mr. Boynton stated an immediate one would be loss of state grant funding. He pointed out that the Town of Milton lost state funding for repair of a sea wall, that Medway has received over \$1.8 million in grant money, and all of that would stop. He explained relative to Milton that the Attorney General is asking the Supreme Judicial Court (SJC) to assign a Special Master to implement this anyway, which has never been done, so he is not sure how that will play out. Mr. Trindade talked about the developer's plans for the Summer Street parcel with the back portion to be donated to the Town. There was further discussion about the success of pushing back on the state and the lack of success of that endeavor with 40B. Unlike 40B, the MBTA zoning must still follow existing zoning. He noted that the work done by the PEDB and Ms. Saint Andre was to mitigate this to the largest degree possible. There was further discussion on the outcome of a Town Meeting vote and an SJC determination that the state does have a right to mandate this. Janice Dunne of 17 Kimberly Drive stated that we have to send a message to the state. Mr. Boynton clarified that these developments would need to include ten percent of the units designated as affordable housing for the Town to maintain Safe Harbor status to allow us to continue to not allow 40B development. Mr. Rossi stated that we need to do what is best for the Town. Pam Cobb of 14 Kimberly Drive stated the article does not specifically state it is MBTA related so seems a bit deceptive. She noted that other Towns like Wellesley are doing a "light comply" by just rezoning current apartments complexes and asked if that is something Medway would consider. Ms. Saint Andre explained why this is not called MBTA zoning in that MBTA zoning is just a colloquial phrase which refers to the specific Massachusetts General Law (MGL) Chapter 40A and Section 3A. Mr. Crowley asked if the MBTA wording could be included. Ms. Saint Andre stated that she will make every effort to include that verbiage. She stated relative to the locations, the PEDB felt the two they are proposing provide the least impact to the Town noting that Glen Brook and Sanford Mill were considered. There was a question on the cost to the Town should MBTA zoning development occur. Mr. Boynton noted that the 351 communities in the state, especially those on the 128 belt, do not share Medway's concerns about complying with this law. He further noted that Medway dealt with the rapid growth in the past and stated he does not have an idea on what this would cost the Town should this growth occur. Samatha Murray of 24 Kimberly Drive stated she works in commercial property development and asked about the difference in community designation of a rapid transit versus MBTA adjacent. Mr. Rossi noted that the difference in units can be found on the Mass.gov website noting the four categories along with the map. Ms. Murray stated that it took

over five years to get a shovel in the ground for her project in Arlington which was pre-COVID. Mr. Crowley noted that if this zoning goes away, the developer could build single family homes and would put a road for access in the cul-de-sac. Steven Brody of 39 West Street noted the potential options for the developer who purchased this land and stated that he feels Fall Town Meeting is when this should be voted on. He felt that the residents have not had an opportunity to understand this. There was further discussion on the potential area to build on behind Kimberly Drive. Ms. White stated she would like to wait until November and pull the article. Mr. Alessandri stated that he would like to pull the article due to the lack of information for strategic planning and to allow more time to educate the residents. He stated that if in November we still have no further information, we should approve it in November. Mr. Trindade agreed that we should wait until November as we do not want to risk being assigned a Special Master. Mr. Rossi stated that whether or not the Select Board supports this, this still goes before Town Meeting, and would like to wait until November. Mr. Boynton noted that the PEDB put this article on the warrant, so they need to be the official entity to pull the warrant article. Mr. Trindade asked about a voted down zoning article and the need to wait one year before representing it again on a Town Meeting warrant. Ms. Saint Andre explained that MGL Chapter 40A, Section 5, directs how towns adopt zoning articles. It states the PEDB has a right to submit a zoning article to the Select Board and it must be placed on the warrant. They can also ask to withdraw it and if the Select Board votes that they want this to be withdrawn, the PEDB will take that up at their meeting next week. You cannot put this back on the warrant for two years unless the PEDB had a favorable recommendation. Mr. Rossi feels that at this point in time it would fail at Town Meeting. Mr. Crowley stated that the only way to impact this is when voting for your representatives.

Mr. Alessandri moved that the Board disapprove Article 23. Mr. Trindade seconded. No discussion. VOTE: 5-0-0.

Mr. Alessandri moved that the Board request the Planning and Economic Development Board to remove Article 23 from the Spring Town Meeting warrant. Ms. White seconded. No discussion. VOTE: 5-0-0.

Discussion/Vote: Non-binding Ballot Question on Annual Election Ballot Relative to MBTA Zoning Requirements

The Board reviewed the proposed non-binding ballot question.

Mr. Rossi read the verbiage of the ballot question. There was discussion of including the result of the vote in the ballot question verbiage and it was noted that the result would not be known but the result would be included in the letter to the legislators.

Mr. Alessandri moved that the Board approve the non-binding ballot question relative to MBTA zoning requirements as discussed. Mr. Trindade seconded. No discussion. VOTE: 5-0-0.

There was discussion about educating residents on this ballot question and the consequences of a yes or no vote. Mr. Boynton noted that the Town has to be very careful on what information can be provided to voters.

Action Items from Previous Meeting

The Board reviewed the action items dated March 4, 2024.

Updated Road and Sidewalk plan: The Board requested the due date to change to April of 2024.

Town Manager's Report

There were no items for the Board to review.

Mr. Boynton had many April's Fools items on his report.

Town Manager Out of Office: Mr. Boynton stated he will be out of the office as follows:

- Thursday, April 11th, and Friday April 12th – Fire Assessment Center - Barnstable

NEXT Select Board Meeting – April 16, 2024

Select Board's Reports

There were no items for the Board to review.

Mr. Alessandri stated he will not be at the next Select Board meeting and the rest of the Board confirmed they will be present. He stated it is important to recognize that even though we “beat the daylight” out of our representatives, he wanted to state that we are supportive of a lot of what they do. He personally completely disagrees with the MBTA zoning but feels they are doing a decent job on the rest, and they are genuinely doing what they believe is best.

Mr. Crowley stated his general agreement with Mr. Alessandri regarding our representatives noting his disagreements around school funding. Mr. Alessandri stated his agreement with that point.

Mr. Rossi stated that he thinks Mr. Alessandri meant that by and large our representatives support us.

Mr. Trindade reiterated that he would like as many of the cheerleaders and their coaches to attend the meeting as possible.

At 9:47PM, Mr. Trindade moved to adjourn. Mr. Alessandri White seconded. No discussion. VOTE: 5-0-0.

Respectfully submitted,
Liz Langley
Executive Assistant
Town Manager's Office

AGENDA ITEM

#5

Authorization to Expend Donation: Conservation Trust Fund for Habitat and Eco System Improvements - \$5,000

Associated back up materials attached:

- *Memo from Bridget Graziano*
- *Authorization to expend donation form*

Proposed Motion:

I move that the Board accept and authorize the expenditure of the donation as discussed.

Commission Members
David Travalini, Chair
Dayna Gill, Vice Chair
Ken McKay
David Blackwell
Michael Narducci
Sean Green
James Dacier



Medway Town Hall
155 Village Street
Medway, MA 02053
Telephone (508) 533-3292
bgraziano@townofmedway.org

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS
CONSERVATION COMMISSION

MEMORANDUM

**To: Michael Boynton
Board of Selectmen**

From: Bridget R. Graziano

Subject: Conservation Trust Fund – Donation

Date: April 8, 2024

The Conservation Commission respectfully requests the Selectboard accept the donation of \$5,000 to the Conservation Trust Fund for the planting of trees and shrubs on Conservation Lands for the improvement of habitat and eco system and to assist in combating climate change in Medway. The Commission would like to place the funds within the Conservation Trust Fund under the provisions of the MGL c.40 s.8C.

TOWN OF MEDWAY
NOTICE OF DONATION FUND / AUTHORIZATION TO SPEND

DEPARTMENT: Conservation DATE: 4/5/2024

PERSON RESPONSIBLE FOR EXPENDITURE: Bridget Graziano - Conservation Agent

NAME OF DONATION: Conservation Funds

SOURCE OF FUNDS: Mounir Tayara - Timber Crest LLC

INITIAL AMOUNT: \$5,000

DURATION: _____

DESIGNATED PURPOSE Planting of Trees/Shrubs on Conservation Lands

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 4/16/2024

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

AGENDA ITEM

#6

Contract Approvals:

- a. **Contract with North-Eastern Tree, Inc. for Pesticide Application – Not to Exceed \$25,000**
- b. **Contract with Kimball Sand for Highway Materials and Services – Not to Exceed \$50,000**

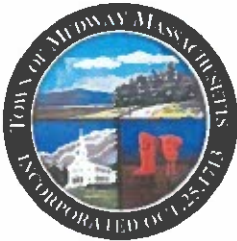
Associated back up materials attached:

- *North-Eastern Tree memo, bid result, and contract*
- *Kimball Sand memo, bid result, and contract*

Proposed Motion:

I move that the Board approve and authorize the Chair to execute the contract with North-Eastern Tree as presented.

I move that the Board approve and authorize the Chair to execute the contract with Kimball Sand as presented.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC WORKS
MEDWAY, MASSACHUSETTS 02053

PETER PELLETIER
DIRECTOR

MEMORANDUM

To: **Select Board**

From: Peter Pelletier, Director | Department of Public Works

Date: April 16, 2024

RE: **North-Eastern Tree Service- Pesticide Application**

Please find attached three (3) copies of a contract for **North-Eastern Tree Service- Pesticide Application**

Contract provides for **Pesticide Application, On-Call Services**. Town wide for Parks & Right of Way streets

Total contract amount not to exceed \$25,000 per year, annually. Contract shall be for a term of 1 year initially, with an option to extend for an additional one-year term.

Bid opening results based on Pesticide Application

	<u>Full day rate</u>	<u>5 Days Total</u>	<u>Half Day rate</u>	<u>5 Days Total</u>	<u>TOTAL</u>
North-Eastern Tree	\$3,200	\$16,000	\$1,800	\$9,000	\$25,000

No other bids receive

Town of Medway - Department of Public Works

[illegible]

SECTION 00500
Pesticide Application AGREEMENT

THIS AGREEMENT for **Pesticide Application** (hereinafter referred to as the "Project"), made this _____ day of _____, in the year 2024, between (Contractor) **North-Eastern Tree Services Inc.** with a usual place of business at 1000 Pontiac Ave, Cranston, RI 02922, hereinafter called the CONTRACTOR, and the Town of Medway, acting by its Select Board, with a usual place of business at 155 Village Street, Medway, MA 02053, hereinafter called the Town.

The CONTRACTOR and the Town, for the consideration hereinafter named, agree as follows:
TERMS OF AGREEMENT

This service agreement is effective as of the date of execution by ALL Parties. The contract term shall be for a period of one year, with a second year extension period at the sole discretion of the Town at the same unit cost included in the Contractor's proposal.

The CONTRACTOR agrees that the contract shall expire on March 31, 2025 with a second year extension period at the sole discretion of the Town at the same unit cost included in the Contractor's proposal.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

1. **Scope of Work**

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **Pesticide Application** Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. **Contract Price**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall **not exceed \$25,000**. Per year, the contract term shall be for a period of one year, with a second year extension period at the sole discretion of the Town at the same unit cost included in the Contractor's proposal.

3. **Commencement and Completion of Work**

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on a timely manner.

- A. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Completion within the stipulated number of calendar days.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:**
- (1) The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Town and shall be delivered to the Town upon completion of the Project.
- D. **Notices, Compliance With Laws:**
- (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Town with reproductions of all permits, licenses and receipts for any fees paid. The Town represents that it has disclosed to the Contractor all orders and requirements known to the Town of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Town in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Town immediately of any conditions at

the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. **Progress Schedule:** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Town's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. **Protection of the Work and Town's Property:** The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Town harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Town. If the Contractor fails to make the repairs and replacements promptly, the Town may do the work and the Contractor shall be liable to the Town for the cost thereof.
- I. **Warranty:** The Contractor guarantees to Town that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Town all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Town the full rights and benefits of such warranties.

5. **Affirmative Action/Equal Employment Opportunity**

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity

requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Town is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer - There is not a project architect-engineer for this project

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within Thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Town shall have Thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Town.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Town's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
 - 4. All Permits must be closed out and Inspected by Town.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Town, less than 1% of the original Contract Price, or substantially completes the Work and the Town takes possession, the Town shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Town's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Town fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the

Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Town as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Town may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Town may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Town. Charges or credits for the work covered by the approved change shall be determined.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Town written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Requirements
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Mass General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Town and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

.7 claims involving contractual liability applicable to the Contractor's obligations.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the **Town as an additional insured** and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Town with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, Or emailed, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
 - B. The Town shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Town to establish the Town's title to such material or equipment or otherwise protect the Town's interests.
17. Miscellaneous
- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town, and thereafter the Town insists on the use of the design, process or products specified.
 - B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF MEDWAY, MASSACHUSETTS
(Town)

By its Board of Selectmen _____

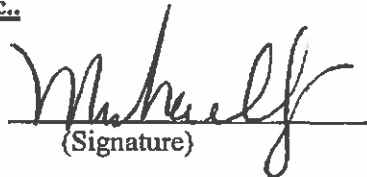
Glenn Trindade

Date _____

CONTRACTOR:

North-Eastern Tree Services Inc..

Micheal Sepe.
(Name)


(Signature)

President
(Title)


1000 Pontiac Ave
(Address)


Cranston RI 02920
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town of Medway, has been authorized to execute the contract and approve all requisitions and change orders.

Approved as to Form:

By 
(Town Counsel)


Peter Pelletier
Director of Public Works

By 
(Town's Accountant)

Various Accounts
(Account Number)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, Michael Sepe, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of North-Eastern Tree Service, Inc. and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on 11/1/24, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Michael Sepe

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

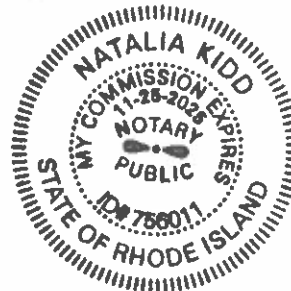
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: Michael Sepe
(Secretary of Corporation)

A True Copy:

Attest: [Signature]
(Notary Public)

My Commission Expires: 11/25/25
(Date)



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

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

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:


Authorized Person's Signature

4/3/24
Date

Michael Sepe, President
Print Name & Title of Signatory

North-Eastern Tree Service, Inc.
Name of Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2024

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

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

PRODUCER Gallo Thomas Insurance 125 Metro Center Blvd. Suite 3001 Warwick RI 02886	CONTACT NAME: Lori Thomas PHONE (A/C, No, Ext): (401) 732-9100 FAX (A/C, No): (401) 732-0091 E-MAIL ADDRESS: lthomas@gallothomas.com
INSURED North-Eastern Tree Service Inc. / North-Eastern Tree Recycling & Mfg. Inc. / North-Eastern Tree Plant Healthcare Inc. 1000 Pontiac Avenue Cranston RI 02920	INSURER(S) AFFORDING COVERAGE INSURER A: United Ohio Insurance Co. NAIC # 13072 INSURER B: Evanston Insurance Company 35378 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23-24 Liab note 24 WC

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP0038099	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pesticide/Herbicide \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPP0038101	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys-Dam \$ ACV -deductibles
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CX 0005387	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	See attached WC Certificate		PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractors Pollution Liability	Y		MKLV1ENV103560	10/01/2023	10/01/2024	Per Occurrence \$1,000,000 Aggregate 3,000,000

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

If required by written contract or agreement with this insured, The Town of Medway is included as an additional insured (blanket coverage) with respect to the General Liability (Ongoing Operation & Products/Completed Operations), Business Auto Liability, Umbrella (following form) and Contractors Pollution Liability coverage, the policies are Primary and noncontributory. Waiver of Subrogation (blanket coverage) applies to the General Liability, Business Auto Liability, & Umbrella (following form). This is subject to policy forms, terms, and conditions.
The WC blanket waiver applies to all operations for the certificate holder for whom the named insured has agreed by written contract to furnish this waiver.

CERTIFICATE HOLDER

CANCELLATION

Town of Medway 45B Holliston Street Medway MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2024

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

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

PRODUCER Applied Risk Insurance Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Co. NAIC # 28258 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED North-Eastern Tree Service, Inc. 1000 Pontiac Ave Cranston, RI 02920-7906 CTL 1273 1766162		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N Y N/A	82-346287-01-09	04/04/2024	04/04/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Town of Medway
45B Holliston Street
Medway, MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1783118



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC WORKS
MEDWAY, MASSACHUSETTS 02053

PETER PELLETIER
DIRECTOR

MEMORANDUM

To: **Select Board**

From: Peter Pelletier, Director | Department of Public Works

Date: April 16, 2024

RE: **Kimball Sand – Highway Materials Services**

Please find attached three (3) copies of a contract for **Kimball Sand – Material Services**

Contract provides for **Material Services, On-Call Services** Contract. Total contract amount **not to exceed \$50,000** annually. Contract shall be for a term of 2 years initially, with an option to extend for an additional one-year term.

Bid opening results based on Material Services – (Per ton delivered)

	<u>Gravel</u>	<u>Sand</u>	<u>¾" Stone</u>	<u>Asphalt fob</u>	<u>Cold Patch</u>	<u>Rip Rap</u>
Kimball Sand	\$22.10	\$15.45	\$22.70	--	--	\$19.80
Lorusso Corp.	\$21.00	\$43.00	\$22.00	\$72.70	\$145.00	\$29.50
G. Lopes	\$30.95	\$31.95	\$32.45	--	--	\$34.45

We greatly appreciate your consideration of this issue.

Town of Medway - Department of Public Works			
Highway Material	Lorusso Corp.	Kimball Sand & Gravel	G. Lopes
Bid Opening 3/05/2024	Plainville, MA	Mendon, MA	Taunton, MA
Reference	Y	Y	Y
Dense Grade Gravel delivered per ton	\$ 21.00	\$ 22.10	\$ 30.95
Dense Grade Gravel Pick up per ton	\$ 14.50	\$ 16.65	\$ 19.95
Washed Coarse Sand delivered per ton	\$ 43.00	\$ 15.45	\$ 31.95
Washed Coarse Sand Pick up per ton	\$ 35.50	\$ 10.00	\$ 20.95
3/4" Washed Stone delivered per ton	\$ 22.00	\$ 22.70	\$ 32.45
3/4" Washed Stone Pick up per ton	\$ 16.00	\$ 17.25	\$ 21.45
Bit Concrete f.o.b.	\$ 72.70	NO BID	NO BID
Cold Patch fob per ton	\$ 145.00	NO BID	NO BID
Cold Patch delivered per ton	\$ 152.50	NO BID	NO BID
RipRap 3" -6" delivered per ton	\$ 29.50	\$ 19.80	\$ 34.45
RipRap 3"-6" Pick up per ton	\$ 23.00	\$ 14.35	\$ 23.45
RipRap 6" -12" delivered per ton	\$ 29.50	\$ 19.80	\$ 34.45
RipRap 6"-12" Pick up per ton	\$ 23.00	\$ 14.35	\$ 23.45

SECTION 00500
HIGHWAY MATERIALS AGREEMENT

THIS AGREEMENT for **HIGHWAY MATERIALS & SERVICES** (hereinafter referred to as the "Project"), made this _____ day of _____, in the year 2024, between **Kimball Sand,** with a usual place of business at **202 Elm Street, Blackstone, MA**, hereinafter called the CONTRACTOR, and the Town of Medway, acting by its Select Board, with a usual place of business at 155 Village Street, Medway, MA 02053, hereinafter called the Town.

The CONTRACTOR and the Town, for the consideration hereinafter named, agree as follows:
TERMS OF AGREEMENT

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 2 years, contract will end 3/31/2026.

The CONTRACTOR agrees that the contract shall expire on March 31, 2026 This contract is for a term of two years. No price increases will be accepted over the term of this contract. **With an option at the Town's sole discretion to extend for a third year as specified in the bid form.**

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **HIGHWAY MATERIALS & SERVICES** Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall **not exceed \$50,000**. Per year, for two years. This contract is for a term of two years. No price increases will be accepted over the term of this contract. With an option at the Town's sole discretion to extend for a third year as specified in the bid form.

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on a timely manner.

A. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and

uninterruptedly at such a rate of progress as will insure Completion within the stipulated number of calendar days.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
- (1) The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Town and shall be delivered to the Town upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Town with reproductions of all permits, licenses and receipts for any fees paid. The Town represents that it has disclosed to the Contractor all orders and requirements known to the Town of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Town in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Town immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. **Progress Schedule:** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Town's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. **Protection of the Work and Town's Property:** The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Town harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Town. If the Contractor fails to make the repairs and replacements promptly, the Town may do the work and the Contractor shall be liable to the Town for the cost thereof.
- I. **Warranty:** The Contractor guarantees to Town that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Town all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Town the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Town is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer - There is not a project architect-engineer for this project

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within Thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Town shall have Thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Town.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Town's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
 - 4. All Permits must be closed out and Inspected by Town.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Town, less than 1% of the original Contract Price, or substantially completes the Work and the Town takes possession, the Town shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Town's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Town fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Town as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Town may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Town may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Town. Charges or credits for the work covered by the approved change shall be determined.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Town written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the

Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Mass General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Town and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the **Town as an additional insured** and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Town with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, Or emailed, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Town shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all

materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Town to establish the Town's title to such material or equipment or otherwise protect the Town's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town, and thereafter the Town insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF MEDWAY, MASSACHUSETTS
(Town)

By its Select Board _____

Glenn Trindade

Date _____

CONTRACTOR:

Kimball Sand Company, Inc.

Wayne Kimball.
(Name)


(Signature)

President
(Title)


202 Elm Street
(Address)

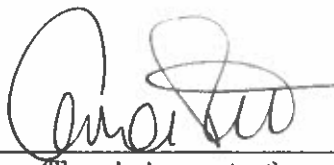
Blackstone, MA
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town of Medway, has been authorized to execute the contract and approve all requisitions and change orders.

Approved as to Form:

By 
(Town Counsel)


Peter Pelletier
Director of Public Works

By 
(Town's Accountant)

Various Accounts
(Account Number)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Jane T. Kimball, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of Kimball Sand & Gravel and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on 3/19/24, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Wayne P. Kimball - President

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: Jane T. Kimball Clerk
(Secretary of Corporation)

A True Copy:

Attest: [Signature]
(Notary Public)

My Commission Expires: 10/9/26
(Date)



RONALD F. MELLEN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 9, 2026

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING - MSHA

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

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:


Authorized Person's Signature

3/26/24
Date

Wayne R. Kimball - President
Print Name & Title of Signatory

Kimball sand company, INC
Name of Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2024

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

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

PRODUCER Bright Agency, Inc 6 Congress St. Milford MA 01757		CONTACT NAME: Kim Sylvestre PHONE (A/C, No, Ext): (508) 473-0556 FAX (A/C, No): (508) 478-8709 E-MAIL ADDRESS: ksylvestre@brightinsurance.com		
INSURED Kimball Sand Co, Inc Kimball Trucking Inc PO Box 29 Mendon MA 01756-0029		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Acadia Insurance Company		31325
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL238915485

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPA0053890-36	08/17/2023	08/17/2024	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000	
	OTHER:				PRODUCTS - COM/POP AGG \$ 2,000,000	
					Cyber \$ 100,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		MAA 0096407-30	08/17/2023	08/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$ 500,000
					PIP-Basic \$ 8,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUA 0055111-35	08/17/2023	08/17/2024	EACH OCCURRENCE \$ 10,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 10,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WCA 0055110-36	08/17/2023	08/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				

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

CERTIFICATE HOLDER

CANCELLATION

Town of Medway 155 Village Street Medway MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENDA ITEM

#7

Discussion: Road and Sidewalk Plan

Associated back up materials attached:

- *Proposed Road and Sidewalk Plan*

FISCAL YEAR 2024

AVAILABLE FUNDS -FY2024	Est. Funds
FY23 Carryover	\$524,984
FY22 Free Cash	\$750,000
Exelon Funding FY24	\$800,000
Chapter 90 FY24	\$394,897
Chapter 90 Fair Share Award	\$214,262
Brookside Subdivision Bond	\$5,561
Hidden Pines Subdivision Bond	\$6,437
Total Available Funds:	\$2,696,141

COMPLETED PROJECTS - FY2024	Est. FY'24	Actual Costs FY24 YTD
GRAY SQUIRREL	\$82,599	
BLUEBERRY HILL	\$46,586	
BUTTERCUP	\$131,087	
CLOVER	\$113,100	
COTTAGE	\$126,825	
DRYBRIDGE	\$59,453	
FOREST	\$125,453	
HEMLOCK	\$133,367	
HOLLISTON	\$162,634	
JASMINE	\$44,564	
LIBERTY	\$75,792	
MALLARD	\$79,495	
NOBSCOTT	\$37,324	
RAINBOW	\$30,237	
RED GATE	\$177,007	
SHORT	\$45,371	
SPRING	\$32,043	
WINTHROP(Drain Work Area)	\$11,945	
HOLLISTON SIDEWALK (MAIN ST. TO ELLIS ST.)	\$365,466	
VILLAGE ST SIDEWALK (ISLAND TO CRPCD)	\$104,963	
HOLLISTON SIDEWALK (PINE to KENART)	\$155,347	
West Street Sidewalk	\$138,000	
Expenses/Encumbrances FY24 YTD		\$1,878,223
Totals:	\$2,278,659	\$1,878,223

ESTIMATED CARRYOVER	\$817,918
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FISCAL YEAR 2025

ESTIMATED AVAILABLE FUNDS -FY2025	Est. Funds
FY24 Carryover R&S (estimated as of 4/9/24)	\$434,068
FY24 Carryover Chapter 90 (estimated as of 4/9/24)	\$383,850
Fair Share Amendment	\$214,262
Est. FY25 Free Cash	\$750,000
Exelon Funding FY25	\$800,000
Est. Chapter 90 FY25	\$396,000
Total Available Funds:	\$2,978,180

PLANNED PROJECTS - FY2025	Est. FY'25	Actual Costs FY25 YTD
OAKLAND	\$340,574	
VILLAGE(WALKER TO OAKLAND)	\$117,283	
POPULATIC (VILLAGE TO WTP)	\$79,812	
GRAPEVINE	\$23,915	
HILLSIDE	\$5,476	
HIGH	\$76,082	
LINCOLN	\$97,515	
WELLINGTON	\$59,531	
NORFOLK	\$48,857	
EVERGREEN/ELM	\$73,246	
ROYAL HEIGHTS	\$22,219	
SHERWOOD	\$29,579	
STANLEY	\$135,608	
CASSIDY	\$122,249	
CASSIDY SIDEWALK	\$93,149	
SHAW SIDEWALK(VILLAGE TO SAMOSET)	\$27,023	
MALLOY SIDEWALK	\$48,334	
STANLEY SIDEWALK	\$225,270	
VILLAGE SIDEWALK (CRPCD TO OAKLAND)	\$94,550	
OAKLAND SIDEWALK	\$91,071	
DRAINAGE DESIGN AND CONSTRUCTION	\$150,000	
Total Planned:	\$1,961,345	

ESTIMATED CARRYOVER	\$1,016,835
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FISCAL YEAR 2026

ESTIMATED AVAILABLE FUNDS -FY2026	Est. Funds
FY25 Carryover (estimated as of 4/9/24)	\$1,016,835
Est. FY26 Free Cash	\$500,000
Exelon Funding FY26	\$800,000
Est. Chapter 90 FY26	\$396,000
Total Available Funds:	\$2,712,835

PLANNED PROJECTS - FY2026	Est. FY'26	Actual Costs FY26 YTD
VILLAGE (COTTAGE-WILLOW ESTATES)	\$100,131	
SAMOSET	\$25,576	
SHAW	\$36,978	
COLONIAL	\$122,759	
DIANE	\$164,616	
STEPHANIE	\$73,989	
KIMBERLY	\$204,094	
FAIRWAY	\$74,127	
JUNIPER	\$75,450	
HUNTER	\$62,874	
IVY	\$15,041	
HICKORY	\$65,845	
BROAD ACRES	\$147,843	
CLAYBROOK FARMS	\$86,940	
DRAINAGE DESIGN AND CONSTRUCTION	\$150,000	
BRIDGE IMPROVEMENTS M-13-011 (VILLAGE STREET)	\$375,000	
BRIDGE IMPROVEMENTS M-13-008, 012, 014(WINTHROP,MAIN STREET,SHAW STREET)	\$56,250	
Total Planned:	\$1,837,514	

ESTIMATED CARRYOVER	\$875,321
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FISCAL YEAR 2027

ESTIMATED AVAILABLE FUNDS -FY2027	Est. Funds
FY26 Carryover (estimated as of 4/9/24)	\$875,321
Est. FY27 Free Cash	\$500,000
Exelon Funding FY27	\$800,000
Est. Chapter 90 FY27	\$396,000
Total Available Funds:	\$2,571,321

PLANNED PROJECTS - FY2027	Est. FY'27	Actual Costs FY27 YTD
VILLAGE (WILLOWS ENTRANCE TO INN)	\$146,418	
SUMMER STREET (Main St. to Holliston Line)	\$682,010	
BRIDGE IMPROVEMENTS M-13-007 (LOVERING STREET)	\$212,500	
DRAINAGE DESIGN AND CONSTRUCTION	\$200,000	
Total Planned:	\$1,240,928	

ESTIMATED CARRYOVER	\$1,330,393
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FISCAL YEAR 2028

ESTIMATED AVAILABLE FUNDS -FY2028	Est. Funds
FY27 Carryover (estimated as of 4/9/24)	\$1,330,393
Est. FY28 Free Cash	\$500,000
Exelon Funding FY28	\$800,000
Est. Chapter 90 FY28	\$396,000
Total Available Funds:	\$3,026,393

PLANNED PROJECTS - FY2028	Est. FY'28	Actual Costs FY28 YTD
VILLAGE (Square)	\$124,226	
VILLAGE (Square SIDEWALKS)	\$330,169	
TEMPLE	\$268,346	
CEDAR FARMS	\$184,600	
DEERFIELD	\$203,429	
FAWN	\$29,524	
GRANITE	\$79,761	
CASTLE	\$33,418	
DAFFODIL	\$42,704	
TULIP	\$69,794	
HOLBROOK	\$214,660	
LAURELWOOD	\$181,327	
CANDLEWOOD	\$78,126	
ISLAND	\$24,008	
BRIDGE IMPROVEMENTS M-13-007 (LOVERING STREET)	\$212,500	
DRAINAGE DESIGN AND CONSTRUCTION	\$100,000	
Total Planned:	\$2,176,592	

ESTIMATED CARRYOVER	\$849,802
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AGENDA ITEM

#8

Discussion/Vote Recommendations: May 13, 2024, Special and Annual Town Meeting Warrants

Associated back up materials attached:

- *Draft May 13, 2024, Special Town Meeting Warrant*

NOTE: Please vote recommendation to approve, disapprove, or TBD for Articles 1, 3, and 7.

- *Draft May 13, 2024, Annual Town Meeting Warrant*

NOTE: Article 12 is TBD; bid opening for the Memorial roof project is April 18.

**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 a sum of money from available Fiscal Year 2024 funds for the purpose of paying prior year, unpaid bills of the Town, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION: To Be Determined

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: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

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: To Be Determined

FINANCE COMMITTEE RECOMMENDATION: To Be Determined

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: Approve

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: Approve

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 7: (Repurpose Water Project Funds)

To see if the Town will vote to transfer \$1,200,000 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, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION: To Be Determined

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

5/13/2024 Special Town Meeting Warrant as of 4/11/24 2

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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	108,000
Technology Equipment	IT	75,000
Infrastructure Equipment	IT	140,000
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: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

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: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

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: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

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: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

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 \$2,487,000 for the purpose of funding the replacement of the Hanlon track and field, as well as replacement of light fixtures, fencing, and associated equipment, all as located or to be located at Medway High School, including engineering, design, project management, and site preparation costs, and for the payment of all other costs incidental and related thereto; and as funding for this appropriation, to authorize the Treasurer with the approval of the Select Board to borrow \$1,687,000 under and pursuant to Massachusetts General Laws Chapter 44, Section 7, or any other enabling authority, and to transfer \$500,000 from Community Preservation Act funds for the payment of costs for the replacement of light fixtures, fencing, and associated equipment engineering, design, project management and site preparation but specifically excluding the cost of acquisition of artificial turf, and to transfer \$300,000 from the Athletic Stabilization fund; or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION: **To Be Determined**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: Approve

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 2025, 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

10% of Estimated Reserves: 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: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

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: **Approve**

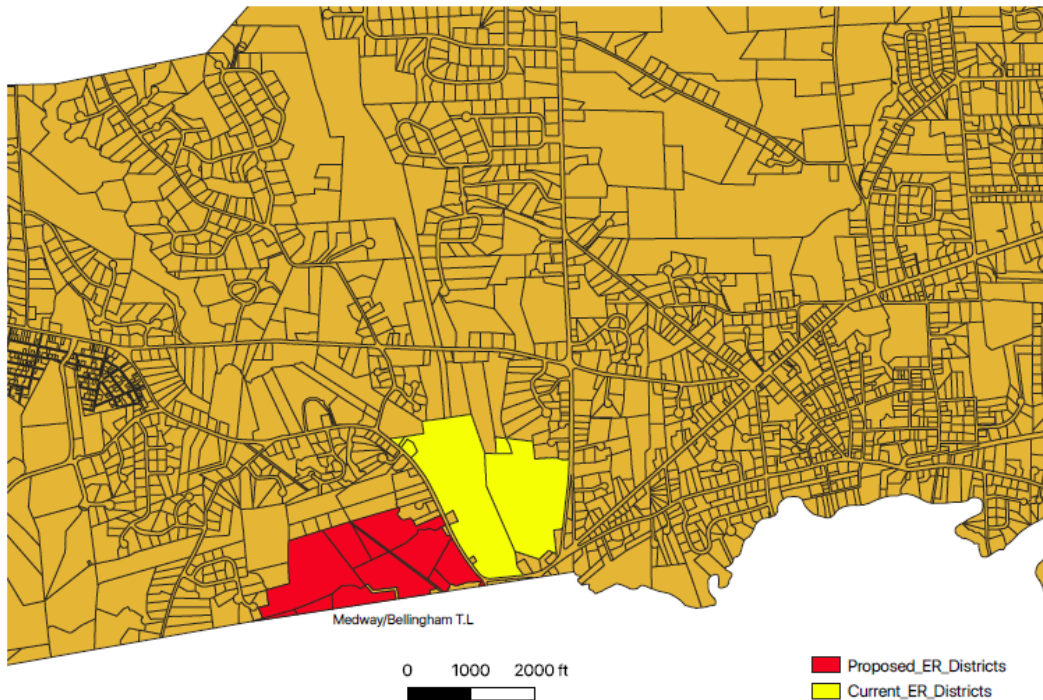
FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 23: (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.

(map found on following page)

Current and Proposed ER District Parcels



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

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 24: (Borrowing: Purchase Fire Truck)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$1,100,000 for the purpose of purchasing and equipping a new fire truck, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

AGENDA ITEM

#9

Action Items from Previous Meeting

Associated back up materials attached:

- *Action Items dated 3/18/24*

[illegible]

AGENDA ITEM

#10

Town Manager's Report

No associated back up materials.

AGENDA ITEM

#11

Select Board Reports

No associated back up materials.