

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

March 16, 2026, 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. Contract Approval:
 - a. BSC Group Inc. for \$19,300 to Construct a Miyawaki Forest at Idylbrook Conservation Area
 - b. Capra Planning LLC for \$21,000 to perform Baseline Document for Conservation and Other Town-owned Lands Purchased with Community Preservation Act Funds
2. Amendment of Social Equity Policy and Plan for Marijuana Establishment Applicants
3. Reopen May 11, 2026 Special Town Meeting Warrant, Insert Article for School Capital Project and Close Warrant
4. Vote Recommendations: May 11, 2026, Annual Town Meeting Warrant, Including the Zoning Articles
5. Approval of Minutes February 17, 2026
6. Action Items from Previous Meeting
7. Town Manager's Report
8. This time is being reserved for topics that the Chair did not reasonably anticipate would be discussed
9. Select Board Reports

For more information on agenda items, please visit the Select Board's page at [medwayma.gov](https://www.medwayma.gov)

Upcoming Meetings, Agenda and Reminders

April 6, 2026

April 21, 2026

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/>
 - Livestream via www.medwaycable.com

AGENDA ITEM

#1

Contract Approval:

- a) **BSC Group Inc. for \$19,300 to Construct a Miyawaki Forest at Idylbrook Conservation Area**
- b) **Capra Planning LLC for \$21,000 to perform Baseline Document for Conservation and Other Town-owned Lands Purchased with Community Preservation Act Funds**

Associated back up materials are attached:

- *Memo and BSC Group Inc., Contract*
- *Memo and Capra Planning LLC., Contract*

Proposed Motions on the next page:

Proposed Motions:

I move that the Board approve the Contract with BSC Group Inc., for Consulting and Engineering Services for a Miyawaki Forest at Idylbrook Conservation Area in the amount of \$19,300, and authorize the Chair to execute it.

I move that the Board approve the Contract with Capra Planning LLC., to perform Baseline Document for Conservation and Other Town-owned Lands Purchased with Community Preservation Act Funds, in the amount of \$21,000, and authorize the Chair to execute it.

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



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, Town Manager
Selectboard**

From: Bridget R. Graziano, Conservation Agent

Subject: Mini Forest Project Idylbrook – BSC Group Contact

Date: March 5, 2026

For much of 2025, the Conservation Commission studied and investigated the benefits of mini forest for the ecosystem and carbon sequestration. Once the Commission determined this would be an environmental and educational benefit, they sought out Engineering Firms to provide cost proposals for consulting services related to the design, education, installation and maintenance of a mini forest on the property of Idylbrook Conservation Lands. The consulting firm of BSC Group proposed tasks to be performed for the design, education and installation of the mini forest. At the November 20, 2025 meeting the Commission voted to expend \$40,000 for consulting and educational purposes for the construction of mini forest at Idylbrook. The total cost of this proposed project was reduced to \$19,300 by determining items which could be completed by our staff and volunteers.

BSC Group proposes to provide the following support for the design of the mini forest

- Project coordination, support and production of a story map for educational purposes.
- Soil genomic analysis
- Development of planting list
- Soil preparation
- Planting support
- Prepare a forest establishment guide documenting the content of the forest and provide instructions and visual keys
- Provide periodic inspections

Additional funding for soil amendments and planting materials will be provided by the Tree Preservation fund totaling approximately \$15,000 which under the revolving fund has a cap of \$30,000 of spending annually. The Commission with budget proposes to only expend \$11,000 on plantings per the BSG Group proposed costs.

Attached is the Consulting Services Contract, reviewed and signed by Mark Reich. If there are additional items requested our office is available to provide immediately upon request.

Thank you.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF MEDWAY, MASSACHUSETTS
AND
BSC GROUP
FOR CONSULTING AND ENGINEERING SERVICES FOR MINI FOREST**

THIS AGREEMENT made the __ day of March, 2026 between BSC GROUP INC., a Massachusetts corporation with a usual place of business at 1 Mercantile Place, Worcester, MA 01608 hereinafter called the "ENGINEER," and the Town of MEDWAY, MA, acting by its SELECT BOARD, with a usual place of business at 155 Village Street, Medway, MA 02053, Town Hall, TOWN OF MEDWAY hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$19, 300, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$19, 300 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on March __, 2026 and shall expire on December 31, 2026, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER 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 in a timely manner.

4. Performance of the Work

The ENGINEER 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 engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of their employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by them or their consultants and subcontractors. The ENGINEER shall perform their work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of their services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from their responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement 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 ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefore to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements

or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that 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 ENGINEER 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 will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or their employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER 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 and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or their employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at their own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, 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.

13. 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 ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR: BSC GROUP INC.

By:  ERIC JOSEPH, PLA

Title: SENIOR LANDSCAPE ARCHITECT

Corporate Seal:



Town of Medway
By its duly authorized representative

Todd Alessandri Chair, Select Board
Date: _____



Approved as to Form

Mark R. Reich

Mark R. Reich, Esq.
KP Law, P.C. Town Counsel

Date: 2-24-26

Approved as to Funds Availability

Carol Pratt

Carol Pratt
Medway Town Accountant

Date: 3/3/26

Funding Source: 85011712 5200

11/14/2025

Bridget Graziano,
Conservation Agent
Town of Medway
155 Village Street
Medway, MA 02053

RE: Medway Miyawaki Forest

Dear Bridget,

BSC Group, Inc. (BSC) is pleased to submit this proposal for Forest Design and Construction Support Services relative to The Proposed Miyawaki Forest located at Ward Lane in the Town of Medway. The proposed services shall include project support and community outreach, planting and soil design, construction support and establishment support and monitoring.

BSC has prepared this proposal based upon the following understanding of your needs and circumstances that have resulted in the scope of services: The Town Of Medway plans to install and maintain a Miyawaki Pocket Forest at the Ward Lane Sports complex and cultivate community forest awareness and best practices. To assist in this effort, they are soliciting assistance from restoration professionals experienced in the Miyawaki method of urban reforestation.

- A site has been selected and approved for the project, it is adjacent to recreation, parking, and wetlands. The Town will coordinate outreach establishing liaison connections with community groups to mobilize volunteers to learn about, donate to and volunteer to install and maintain the project through establishment (typically a period of three to five years)
- Water will be supplied by the Town as an extension of adjacent field irrigation.
- The town will host links to project information through the Town website including Flyers, Events Calendar, Contacts, and the project Storymap.
- All irrigation equipment will be specified, supplied, installed, and maintained by the Town.
- A perimeter fence will be specified, provided, and installed by the Town.
- Soil, compost, mulch, leaf litter, soil amendments, and all equipment and labor necessary to prepare the site for planting with layered forest soil will be supplied and installed by the Town.
- Plants will be purchased or collected from donors and delivered to the site by the Town and shall be maintained on site prior to installation by community volunteers.
- The Town will organize and host regular maintenance sessions approximately monthly during the growing season through the establishment period.

BSC, the *Consultant*, proposes to provide to The Town of Medway, the *Client*, the following specific services in accordance with the attached Terms and Conditions and Fee Schedule

1.0 SCOPE OF SERVICES

The following services will be performed as part of this Agreement:

- 1.1 Project kickoff and management to organize communications with contributors, and define tasks necessary to mobilize the community. This will include one public meeting to present and promote engagement and understanding of project needs and goals.
- 1.2 Project coordination meetings will be schedule per events and deliverables as needed. BSC will attend up to (4) Four online meetings leading up to the forest preparation and planting events to advise on securing material purchases, outreach, and construction support.
- 1.3 Outreach support includes preparation of a Storymap Website to educate the public on the goals of the project, how to participate, and after construction to show the process and results with opportunities to participate and learn more.
- 1.4 One online presentation to Town boards and the public to explain the history of the Miyawaki method, modern advancements, the responsibilities, and benefits of maintaining urban forest plots, and how your efforts fit into wider community-forest benefits.
- 1.5 BSC will perform a soil genomic analysis on the prepared forest soils. This is a genetic test identifying the population of fungi and microbes present in the forest at its inception. This paired with the soil nutrient tests performed by the Town will inform what soil nutrient supplements and which fungal, humic, or bio-stimulant inoculations are necessary or beneficial. It will also inform the plant list indicating which species will perform best and which can support beneficial microbe communities.
- 1.6 Development of a plant list. BSC will work with the Steering group on identifying a specific set of plants selected for their function and benefits to wildlife and the community. This will include the balance of species to fit and fill the forest plot, where to source these for value and genetic diversity.
- 1.7 Soil preparation support, a BSC ecologist will meet with Town staff to review available soil building materials and or sources for purchase and shall direct the installation and layering of these to create a forest soil structure in which to plant.
- 1.8 Planting support, a BSC Ecologist and a Forest designer will lead up to (2) two planting installation days. This will include zone flagging of forest planting zones and organization of plant materials into partner groups. They will train volunteers on plant preparation, soil amendment, installation and the special relationships and benefits of the species installed.
- 1.9 Based on the completed planting and observations of initial growth BSC will prepare a forest establishment guide documenting the content of the forest and providing instructions and visual keys to the establishment features including irrigation, fence, duff layer, and weed management and health monitoring protocol. This will include one post construction maintenance training with demonstrations and examples for volunteers and staff.
- 1.10 The BSC Ecologist will perform an end of establishment period inspection during the growing season approximately one year from substantial completion of the initial plantings. We will inspect soil, plants, and equipment with the Town's lead maintenance coordinators to advise on any corrective measures or beneficial changes including species diversity interplanting and understory plantings that will advance the development and stability of your forest.

2.0 ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these

services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

- Staffing additional outreach events or additional group training.
- Direct purchasing of materials on behalf of the Town.

3.0 SCHEDULE FOR SERVICES

BSC proposes to begin the services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed. Services will be provided within an overall project schedule to be agreed upon with the Client.

4.0 FEE FOR SERVICES

4.1 BSC has estimated a budget of \$19,300 Nineteen Thousand Three Hundred Dollars inclusive of any and all direct reimbursable expenses for the services described in Section 1.0 of this Agreement. BSC proposes to provide these services on an hourly basis in accordance with the attached BSC Fee Schedule.

The following is a breakdown of the estimated budget described in Section 1.0 of this Agreement. The budget for individual tasks shall not be construed to be separate limiting fees.

- Task 1:
 - Project Kickoff/ Public engagement and meeting (\$3,000)
 - Core team coordination meetings (\$1,000)
- Task 2:
 - Material support presentation to town boards (\$1,500)
- Task 3:
 - Plant list support (\$500)
 - Soil design nutrient & genomic analysis (\$1,200)
- Task 4:
 - Soil preparation support (\$2,000)
 - (2) two planting days (\$6,000)
- Task 5:
 - Maintenance guide (\$1,100)
 - Maintenance training (\$1,500)
 - one follow-up inspection (\$1,500)

BSC's estimated budget for proposed services shall not be construed to be a not-to-exceed amount by line item or in the aggregate. BSC shall inform the Client as soon as practical if it becomes necessary to exceed the budget in order to perform all proposed and additional services required.

4.2 Fees shall be billed Monthly Payment is due upon receipt of invoices. Failure to comply with the payment terms of this Agreement shall be cause for the Consultant to terminate services.

4.3 The Client shall provide BSC with any specific billing format required for prompt payment of invoices. The mailing address for all payments is:

BSC Group, Inc.
1 Mercantile St. Suite 610
Worcester, MA 01608

4._ Because BSC services are labor intensive, it is necessary to request that all fees for services be paid in full prior to the transfer or the submission of plans, reports or other documents to the Client or various local or state agencies. Prior to the transfer or submission of plans or other documents, the Client will be notified by the Consultant of the amount to be paid. Please note that the invoice submitted prior to release of plans or documents may or may not be the final invoice.

5.0 GENERAL CONSIDERATIONS

5.1 The attached "Statement of Terms and Conditions" is made a part of this Agreement.

5.2 This proposal is valid for a period of thirty (30) days.

Please execute two (2) copies of this Agreement and initial the attached Terms and Conditions, and return one (1) copy with an original signature for our records. BSC welcomes the opportunity to provide professional services for this project.

Sincerely,

BSC Group, Inc.



Project Manager Caseylee Bastien RLA, CPSI

Landscape Architect/ Ecologist, Senior Associate

AGREE AND ACCEPTED BY:

APPROVED BY:



Ricardo R. Austrich, PLA, ASLA

Director of Landscape Architecture

Project Manager Name, Title

Approver Name, Title

Date

Date

Attachment(s): Terms and Conditions

BSC Fee Schedule

>

TERMS AND CONDITIONS

These Terms and Conditions apply to the Consultant's proposal, or the parties' other written agreement, and all exhibits thereto (the "Agreement").

Article 1 - Term

The term of this Agreement will commence upon the Client's acceptance of the Consultant's proposal, or such other date specified in the Agreement and will continue until the completion of the Consultant's services under the Agreement, unless extended or terminated in accordance with these Terms and Conditions.

Article 2- Scope of Consultant Services

The Consultant will perform the services outlined in the Agreement (the "Consultant Services").

If the Consultant Services include construction phase services and/or administration of the contract between the Client (or the owner of the Site) and its contractor(s) for the Project (the "Contractor"), the Consultant will become generally familiar with the progress and quality of the work of the Contractor (the "Contractor's Work") and will endeavor to guard the Client against defects and deficiencies in the Contractor's Work. However, the Contractor will remain solely responsible for the construction means, methods, techniques, sequences and procedures for the Project, for safety programs and for the acts and omissions of itself and its subcontractors.

Unless otherwise provided in the Agreement, the Consultant and its subconsultants and independent contractors shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances ("Hazardous Materials"), provided, however, that the Consultant shall report to the Client the presence and location of any Hazardous Materials observed by the Consultant or suspected to exist. If asked by the Client to provide consulting services relating to Hazardous Materials, the Consultant shall carry no liability for Hazardous Materials but shall require any subconsultants providing such services to carry such insurance as the parties may negotiate hereinafter and, in any event, insurance meeting the requirements set forth in Article 9.

Article 3 - Schedule of Consultant Services

The Consultant will perform the Consultant Services in in a reasonably prompt manner and, as applicable, in accordance with any schedule set forth in the Agreement; however, the Consultant will not be responsible for delays caused by other parties or by circumstances that that could not reasonably have been foreseen at the time of this Agreement or are outside of the Consultant's reasonable control, including but not limited to force majeure events. In the event of such delays, the completion date for the Consultant Services will be equitably adjusted.

Article 4 - Changes and Additions

The Consultant shall review the Project costs and shall report in writing to the Client any conditions which would warrant a change in the scope of the Contractor's Work, the Project budget, methods of investigation, and/or the Consultant Services. The Client reserves the right at any time to make changes or additions to the scope of the Contractor's Work and/or the Consultant Services. Such changes shall be agreed to and authorized in writing by the Client and the Consultant. The Consultant shall not perform any services beyond the scope of this Agreement, or subsequent amendment, without written approval of the Client.

Article 5 - Compliance with Laws

The Consultant shall use reasonable efforts and judgment, consistent with professional standards in the locale of the Project, to identify and interpret present Federal, State and local laws, rules, codes and regulations as they apply to the Project (“Legal Requirements”), and to require its directors, officers, employees, agents, suppliers, sub-consultants, independent contractors, volunteers, members, guests, invitees and vendors (collectively, “Consultant Responsible Parties”) to use reasonable efforts to comply with such Legal Requirements.

The parties agree that the Client is and shall remain responsible for notifying the Consultant if Project funding sources require the use of local prevailing wages and benefits under applicable federal or state laws (“Prevailing Wage Laws”). If the Client has not so notified the Consultant before execution of this Agreement, the Client shall indemnify and hold the Consultant harmless for any additional costs, expenses, damages, penalties, fines or other claims for which the Consultant becomes responsible as a result of the application of Prevailing Wage Laws to the Consultant’s performance under this Agreement.

Article 6 - Use of Subconsultants

The Consultant may utilize the services of subconsultants, subcontractors or other independent contractors subject to the Client’s approval, which approval will not be unreasonably withheld.

Article 7 - Compensation

7.1 Basis of Compensation

If the Agreement is for a lump sum amount (a “Lump Sum Amount”), the overall contract amount for the complete and proper performance of the Consultant Services required under this Agreement will be the Lump Sum Amount.

If the Agreement is for the Consultant to be paid on a time and materials basis, the Consultant’s compensation will include one or more payments computed as a multiple of actual hourly salary or other compensation attributable to the time each person actually provides services under the relevant scope. Compensation for the Consultant’s employees will be computed either (a) at the employee’s actual hourly salary times a multiplier or (b) at unit prices per person or labor category, all subject to escalation or other adjustment as provided in the Agreement or allowed by law. The Client will reimburse the Consultant for its expenses which are actually made or incurred. Expenses will be subject to a ten percent (10%) markup.

7.2 Equitable Adjustment

The Consultant’s compensation will be equitably adjusted if the Consultant Services are suspended, delayed, extended, or otherwise materially changed due to causes outside of the Consultant’s reasonable control.

7.3 Compensation for Additional Services and Expenses

In the event the Client approves additional Consultant Services, the Client shall compensate the Consultant for such additional services by such adjustment to the Lump Sum Amount, the Not to Exceed Amount or other compensation as the parties may agree to in writing.

If the Consultant is called upon or subpoenaed to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with this Agreement, the Client will pay the Consultant for all time spent while testifying and reasonable time preparing therefor and producing such records in accordance with Consultant’s schedule current as the date of the subpoena, as well as Consultant’s

reasonable expenses and attorney's fees incurred with respect to responding to such request. This provision does not apply to claims between Consultant and Client.

Article 8 - Payment Provisions

8.1 Basis of Payment

If the Agreement is for a Lump Sum Amount, the Lump Sum Amount will constitute full payment for normal direct and indirect costs, including employee benefits, overhead, general administrative costs, profit, other unallocated costs and expenses, and reimbursable expenses for the Consultant Services outlined in the Agreement. The Lump Sum Amount may be apportioned into phased and/or partial payments based on the progress of services and materials provided as determined by the Consultant and/or the completion of pre-established events expressly identified in the Agreement.

If the Agreement is for the Consultant to be paid on a time and materials basis, payments will be made upon actual time and expenses expenditures.

8.2 Timing of Payment and Notice of Payment Disputes

Unless otherwise agreed to in writing, the Client's payment of all invoices will be due and payable on receipt. The Client must provide written notice to the Consultant if it disputes or requires clarification as to any part of an invoice, and must pay any undisputed part of the invoice, within thirty (30) days of invoicing or else the Client will waive its right to dispute its liability and the amount due under the invoice. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from the invoice date at 1.5 percent per month or at the maximum lawful interest rate if such lawful rate is less than 1.5 percent per month.

8.3 Special Terms Applicable to Subconsultant Agreements

Notwithstanding the foregoing, if Consultant is providing services under this Agreement as a sub-consultant, Client (the higher-tier contractor) will pass the Consultant's invoices through to the Prime Client or otherwise request payment in connection with Consultant's invoices in a timely manner and in any event within forty-five (45) days of invoicing by Consultant. Client will remit payment for the undisputed part of any invoice within the earlier of (a) ten (10) days after Client's receipt of payment on account of such invoice or (b) one hundred eighty (180) days after invoicing by Consultant; interest on unpaid balances will begin accruing upon such earlier date at 1.5 percent per month or at the maximum lawful interest rate if such lawful rate is less than 1.5 percent per month.

Article 9 - Insurance and Liability

9.1. Professional Liability Insurance Coverage

The Consultant shall maintain at all times required under this Agreement professional liability insurance coverage for professional errors and omissions arising out of the performance of services under this Agreement in an amount not less than \$1,000,000.

9.2 Deductible

The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Client.

9.3. *Worker's Compensation, General Liability, Automobile and Other Insurance*

The Consultant shall carry, and shall ensure that each of its subconsultants and independent contractors carries, the following coverages:

- a. Worker's compensation insurance as required under federal and applicable State law.
- b. Employer's liability insurance with a minimum limit per accident or disease of \$1,000,000.
- c. Commercial general liability insurance for bodily injury and property damage in the combined single limit of \$1,000,000.
- d. Comprehensive automobile liability insurance for bodily injury and property damage in the combined single limit of \$1,000,000.

9.4. *Limitations of Professional and Contractual Liability*

- a. Consultant Obligation for Successful Claim. In recognition of the risks, rewards and benefits of the Project available to the Client and the risks and total fee of the Consultant, the Consultant and the Client have agreed that, notwithstanding any other provision of this Agreement, the total liability at law or otherwise of the Consultant and the Consultant Responsible Parties for any and all injuries, claims, losses, expenses or claims expenses, including but not limited to claims by the Client against the Consultant for indemnification and/or contribution due to third party claims against the Client, relating to the Project or arising out of this Agreement from any cause or causes will not exceed the Consultant's aggregate fee for Consultant Services rendered on the subject project. Such causes include but are not limited to the Consultant's or any of the Consultant Responsible Parties' alleged breach of contract, breach of warranty, strict liability, or negligent acts, errors, or omissions.
- b. Consequential Damages. Under no circumstances shall the Consultant or the Consultant Responsible Parties be liable to the Client under any theory of liability for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing however caused including the Consultant's or any of the Consultant Responsible Parties' fault or negligence, regardless of whether the Consultant has been advised of the possibility of such consequential damages.
- c. Timely Notification of Claims. The Client shall report to the Consultant any errors or omissions arising out of the Consultant's services that the Client becomes aware of within two (2) weeks of discovery. The Client agrees to require the same of its contractor. Should legal liability for such errors or omissions exist, failure by the Client or its contractor to notify the Consultant as provided above will relieve the Consultant from the costs of remedying such errors or omissions above what the remedy would have cost had notice been provided within two (2) weeks of discovery.
- d. Client Obligation for Unsuccessful Claim. In the event that the Client makes a claim against the Consultant, at law or otherwise for any alleged error, omission or act arising out of the performance of the Consultant's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Consultant in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

(“Anonymized Data”). Consultant will own such Anonymized Data and may use it for Consultant’s internal and external business purposes, including but not limited to the training of machine learning algorithms.

13.3 *Instruments*

The following additional terms and conditions apply when the Client is obtaining a flood model license:

Standard License: This Agreement provides the Client with a license to use copies of plans, reports and other specified outputs provided by the Consultant based upon underlying flood model data but it does not provide the Client with an ownership interest in, or a license to obtain or use, any such underlying flood model data. (Notwithstanding the foregoing, if the Client has a preexisting ownership interest in any underlying flood data that it provides to the Consultant for use in connection with this Agreement, the Client will continue to own such underlying data.) For clarity, the Consultant is the sole owner of its background intellectual property and of any improvements to or derivative works of such intellectual property.

Enhanced License: This Agreement provides the Client with a license to use copies of plans, reports and other specified outputs provided by the Consultant based upon underlying flood model data (the “Outputs License”). This Agreement also provides the Client with a license to use such underlying flood model data and/or Geologic Information System (“GIS”) layers provided by the Consultant in the Client’s own GIS System (the “Inputs License”). Neither the Outputs License nor the Inputs License provides the Client with an ownership interest in the underlying flood model data or GIS layers. Additionally, the Inputs License is subject to following restrictions:

- The Client must keep flood model data and/or GIS layers provided by the Consultant under the Inputs License confidential.
- All flood model data and/or GIS layers provided to the Client under the Inputs License may only be used for the benefit of the Client and its affiliates, defined as entities owned, operated and controlled by the Client or which own, operate or Control the Client.
- Before allowing any other consultant or third-party access to any flood model data and/or GIS layers provided under the Inputs License, the Client (1) must require such consultant or third-party to execute a confidentiality agreement acknowledging the foregoing restrictions and (2) the Client must provide written notice to the Consultant identifying such other consultant or third-party by name.
- The Client will own any plans, reports and other outputs it creates on its own GIS System (or that a disclosed third party creates on its GIS System) but use and disclosure of such outputs will be subject to the foregoing confidentiality and use restrictions.

For clarity, the Consultant is the sole owner of its background intellectual property and of any improvements to such intellectual property.

Article 14 – Public Responsibility

The Client acknowledges that the Client or the Site owner as the case may be, is now and will remain in control of the Site for all purposes at all times. The Consultant does not undertake to report to any Federal, State, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential danger to public health, safety, or the environment. The Client, by acceptance of this Agreement, agrees that Client will timely notify each appropriate Federal, State, county, and local public agency, as required by law, of the existence of any condition at the Site, which may present a potential danger to public health, safety, or the environment.

Article 15 – Standard of Care; Disclaimer of Warranty

Article 10 – Non-Discrimination

The Consultant shall not discriminate against any person, employee, or applicant for employment because of that person's membership in any legally protected class, including but not limited to that person's race, color, gender, religion, creed, national origin, ancestry, age (40 years and over), sexual orientation, pregnancy, citizenship, gender expression and identity, handicap, disability, genetic information, or veteran status. The Consultant shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation.

Article 11 – Client Responsibilities: Timely Communications

The Client shall furnish in a timely manner reasonably full information concerning its objectives, schedule constraints, budget and other applicable requirements for the Project, as they may change from time to time. The Client shall render decisions and directions as needed to avoid unreasonable delay in the orderly and sequential progress of the Consultant Services and, as applicable, of the Contractor's Work.

Article 12 – Right of Entry

The Client hereby grants to the Consultant, or represents and warrants (if the Site is not owned by Client), that permission has been duly granted for a Right of Entry by the Consultant and other Consultant Responsible Parties, upon the Site for purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil investigation, in connection with the Consultant Services. Should the Client not own the Site, the Client warrants and represents by acceptance of the Agreement that it has authority and permission of Site owner and any site occupant to grant the Consultant and the Consultant Responsible Parties this right of entry. The Consultant may require evidence of such authority in a form reasonably satisfactory to the Consultant.

Article 13 – Documents, Data, and Instruments**13.1 *Documents***

All drawings, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by the Consultant as Instruments of services, and originals thereof and the copyright therein, are and will remain the sole property of the Consultant. The Client may utilize reports and other work preparation by the Consultant for the Client solely for the intended purposes and Site described in this Agreement. The Client may not otherwise copy or use such documents, or permit such copying or use by others, except with the Consultant's written permission. Any reuse or distribution to third parties without such express written permission will be at the Client's sole risk. The Client will release, hold harmless, indemnify and defend the Consultant for any claim arising from the use of such documents without the Consultant's involvement. The Consultant will retain all pertinent documents for a period of three (3) years following the submission of the Consultant's final report to the Client. Such documents will be available to the Client upon request at the Consultant's office during office hours on reasonable notice, and copies will be furnished by the Consultant to the Client for the total cost of reproduction of the same, including but not limited to staff time and copying costs.

13.2 *Data*

Notwithstanding any other provision of this Agreement, the Consultant may create aggregated, redacted, or anonymized forms of Project and Client data that do not identify the Project, the Client or the Client's personnel

The Consultant agrees the services provided hereunder will conform to generally accepted industry standards of care and practice exercised by organizations engaged in performing comparable services in the same location and under similar circumstances; that the personnel furnishing said services will be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel will reflect such standards of care and practice. No warranty, express or implied, will apply to Consultant's services or its Instruments of Service.

Article 16 – Suspension and Termination

Either party may suspend or terminate this Agreement for cause in the event of a material breach upon thirty (30) days' written notice and opportunity to cure.

Notwithstanding any other provision of this Agreement, if the Client suspends or terminates this Agreement in whole or in part without cause, the Client agrees to pay the Consultant for work performed through and including the effective date of the suspension or termination.

In the event the Client suspends the Agreement in whole or in part without cause, the Consultant's compensation may be equitably adjusted upon resumption of the Agreement, including but not limited to address expenses incurred in connection with the interruption and resumption of services and to address increases to the salaries of the Consultant's personnel granted in the ordinary course of its business. Without waiver of any of its other rights, the Consultant may terminate the agreement on thirty days' notice, without further opportunity to cure, if the Client suspends the Agreement without cause for a period of six (6) months or longer.

Without waiver of limitation of its right to terminate for cause, the Consultant may suspend this Agreement immediately and without prior notice in the event that any of its invoices remain unpaid more than sixty (60) days after receipt.

Article 17 - Conflict of Interest

The Client shall not hire or employ, on either a full-time or part-time basis during the term of this Agreement, any person, or persons so long as such person(s) shall be employed by the Consultant.

The Consultant, its subconsultants and independent contractors shall conduct themselves at all times in a manner reasonably calculated to avoid any conflict of interest relating to this Agreement under Federal, State or local law.

Article 18 - Amendments

This Agreement may be amended only by a written instrument specifically referencing this Agreement executed by authorized representatives of the parties.

Article 19 – Choice of Law; Legal Proceedings

This Agreement will be governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Any legal suit, action or proceeding arising out of or relating to this Agreement will be brought exclusively in the State or Federal Courts sitting in Suffolk County, Massachusetts and the parties irrevocably submit to such exclusive jurisdiction and venue. In the event the Consultant brings a successful claim for payment of compensation due under this Agreement, the Consultant will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the Consultant may be entitled.

Article 20 – Integrated Agreement: Severability

This Agreement is the complete and integrated agreement between the parties, superseding any prior written or oral communications and agreements between them relating to the Project and the subject matter of the Agreement. In the event that any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in force and effect and binding upon the parties hereto as fully as possible and the unenforceable provision(s) will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Fee Schedule

CLASSIFICATION

HOURLY RATE

Professional Staff

Principal: Architect, Designer, Developer, Engineer, Planner, Land Surveyor, Scientist, Analyst, Administrator	\$255.00 to \$360.00
Managing: Architect, Designer, Developer, Engineer, Planner, Land Surveyor, Scientist, Analyst, Administrator	\$185.00 to \$275.00
Senior: Architect, Designer, Developer, Engineer, Planner, Land Surveyor, Scientist, Analyst, Administrator	\$148.00 to \$210.00
Project: Architect, Designer, Developer, Engineer, Planner, Land Surveyor, Scientist, Analyst, Administrator	\$115.00 to \$200.00
Assistant: Architect, Designer, Developer, Engineer, Planner, Land Surveyor, Scientist, Analyst, Administrator, Technician	\$100.00 to \$130.00
Engineer Tech, Intern	\$90.00 to 100.00
Expert Witness Testimony/Court Appearance	\$300.00 to \$500.00
1-Person Survey Crew	\$150
2-Person Survey Crew	\$250
3-Person Survey Crew	\$330

Adjustments to Rates

Premium rates will apply to overtime hours, night shifts and weekend work if and to the extent allowed by applicable law.

All rates are subject to adjustment, typically at the start of each calendar year.

Expenses

Direct Expenses will be billed with a 10% markup. Direct Expenses include cost of transportation, shipping/courier service, printing and reprographics, telecommunications, presentation graphics, project supplies, subcontractors, subconsultants and other costs directly applicable to the individual project.

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



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, Town Manager
Selectboard**

From: Bridget R. Graziano, Conservation Agent

**Subject: Baseline Documentation – Capital Improvements – Conservation Land – Phase III
Request for Acceptance of Contact for Consulting Services**

Date: March 5, 2026

In the Capital Improvement Plan in FY 2022, FY 2023, and FY 2024, the Conservation Commission (CED Department) budgeted \$12, 000, \$24, 000, and \$24, 000 (respectively) for a total of \$60, 000 to work on Baseline Documentation. The Baseline Documentation was specifically for Land under conservation protection and under the ownership of the Town of Medway. At this time, the current account balance is \$28, 300 to expend for Phase III. The other two Phases cost a total of \$31, 700. The Conservation Office worked to secure a consultant early in 2026 for Phase III is proposed at \$21, 000 where a new selection of conservation protected parcels would be assessed to generate Baseline Documentation for each parcel or conservation land areas (possibly consisting of multiple parcels, depending on the location).

The Request for Proposals for the Engineering portion of the project, which is the Phase III were sent out early 2026. Three consulting firms received the proposal request, only one responded, Capra Planning Associates which was received under the allotted budget. Capra Planning has completed all other Phases of this Baseline Documentation and not only was the lowest and only bidder but is familiar with this project and will provide consistency to the documentation.

A contract was drafted for Capra Planning Associates, whose firm meets the qualifications to execute the requirements for the performing the Baseline Documentation and meets the current budget for Services at a total of \$21, 000. Attached the Consulting Services Contract, reviewed and signed by Mark Reich. If there are additional items requested our office is available to provide immediately upon request.

Thank you.

**AGREEMENT BETWEEN THE TOWN OF MEDWAY and
Anne Capra d.b.a. Capra Planning Associates**

THIS AGREEMENT is made on the ___ day of March, 2026, by and between the Town of Medway in the County of Norfolk and the Commonwealth of Massachusetts (hereinafter "TOWN"), and Anne Capra d.b.a. Capra Planning Associates (hereinafter "Consultant"), with its principal place of business at 68 Plainfield Road Ashfield, MA 01330.

The TOWN and Consultant agree to the performance and furnishing of certain services as set forth in the TOWN's Request for Quotations (RFQ) dated January 8, 2024.

The Town of Medway Conservation Commission is responsible for administering this contract.

This Agreement will become effective on the date that the last party fully executes the same. All work must be completed by May 15, 2026.

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

1.0 CONTRACT DOCUMENTS

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

Exhibits:

- A. TOWN Request for Quotations (RFQ) dated January 8, 2026
- B. Consultant's Written Quotation dated January 12, 2026
- C. Certificate of Insurance Required by this Agreement
- D. Certificate of Good Faith, Non-Collusion, Tax Compliance & Authority

2.0 CONSULTANT'S SERVICES

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

The full execution of this Agreement by the TOWN and Consultant constitutes the TOWN's written authorization for Consultant to proceed with the services as described herein. At no time will any provision of this agreement make the TOWN liable for

payment for performance of work under this agreement in excess of the amounts that have been appropriated by Town Meeting and designated by the TOWN for expenditure for the purpose of this agreement.

3.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

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

4.0 TOWN'S RESPONSIBILITIES

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

5.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

The TOWN shall pay the Consultant for the performance of this Agreement a sum not to exceed \$22,900 for the services as described in the Consultant's written quote. Consultant shall not be paid for any services in excess of this amount without approval and notice to proceed from the TOWN.

In order for the TOWN to process payment, the Consultant shall invoice the TOWN for work performed and documented related expenses incurred during the invoice period. Invoices shall show individual, time per individual, itemized description of activities and hourly rate. The processing of payments to the Consultant shall be predicated upon the availability of sufficient funds within the TOWN account. The TOWN shall make payment within thirty days after receipt of an approved invoice from the Consultant.

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

6.0 SUSPENSION OF WORK

If the TOWN is unable to proceed under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within control of the TOWN, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of the Services shall be extended to such reasonable time as the TOWN may determine

that will compensate for time lost by such delay, with such determination to be set forth by the TOWN in writing.

7.0 TERMINATION

7.1 By TOWN

7.1.1 In the case of any default or breach on the part of Consultant with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof. If said default is not remedied by Consultant within such time as the TOWN shall specify in writing, this Agreement may be deemed terminated by the TOWN. In case of such termination for breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach and the amount of any balance due Consultant shall be determined by the TOWN in good faith.

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

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

7.1.4 After the notice of termination for cause under Section 7.1.1 above, if it is determined by a court of competent jurisdiction that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the TOWN under Section 7.1.2. In such event, a payment adjustment shall be made as provided in Section 7.1.2.

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

7.2 By Consultant

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

7.3 Force Majeure

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

8.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

8.1. Worker's compensation insurance in accordance with Massachusetts General Laws. The policy shall be endorsed to waive the insurer's rights of subrogation against the TOWN.

8.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$500,000.00 for each occurrence and \$1,000,000.00 in the aggregate. This policy shall be endorsed to waive the insurer's rights of subrogation against the TOWN.

8.3 Comprehensive automobile liability insurance (including owned, non-owned and hired vehicles) at limits not less than:

- a. \$1,000,000 per occurrence for Bodily Injury;
- b. \$500,000 per occurrence for Property Damage; or
- c. \$1,000,000 combined single limit

8.4 The Consultant must furnish a certificate of insurance evidencing all insurance coverage required by this Agreement with the TOWN at the time of Agreement. This certificate of insurance will be attached to this Agreement as Exhibit D.

8.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the TOWN. The TOWN shall be added as an additional insured on each policy, with the exception of the worker's compensation insurance. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each applicable policy. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the TOWN to be listed as an additional insured.

9.0 INDEMNIFICATION

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

10.0 MISCELLANEOUS PROVISIONS

10.1 Entire Agreement

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

10.2 Binding Agreement and Assignment of Interest

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

10.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its Services to any person, corporation, or entity without the prior written consent of the TOWN.

Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

10.4 Inspection by the TOWN

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

10.5 Incorporation of Applicable Law

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

Agreement shall forthwith be physically amended to make such inclusion or insertion.

10.6 Governing Law

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

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

10.7 Compliance with Massachusetts Tax Law

Pursuant to Mass. G.L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

10.8 Corporate Contractor

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

10.9 Interpretation & Severability

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

10.10 Independent Contractor

The Consultant is considered an independent contractor for all services described herein and shall not be eligible for benefits, workers compensation, or unemployment benefits. Nothing herein shall be construed so as to imply an employment relationship.

IN WITNESS WHEREOF, the parties hereto have executed copies of this Agreement on the ____ day of March, 2026.

Anne Capra, d/b/a Capra Planning Associates
By its duly authorized representative

Anne Capra
Anne Capra

Principal

(Title) Capra Planning

(Firm name)

Date: 2/10/24

Town of Medway
By its duly authorized representative

Todd Alessandri Chair, Select Board
Date: _____



Approved as to Form

Mark R. Reich

Mark R. Reich, Esq.
KP Law, P.C. Town Counsel

Date: 2-24-26

Approved as to Funds Availability

Carol Pratt

Carol Pratt
Medway Town Accountant

Date: 2/25/26

Funding Source: 02171002 5305

Exhibit A

**TOWN OF MEDWAY
REQUEST FOR QUOTATIONS
Baseline Documentation Consultant**

January 8, 2026

The Town of Medway (Town) acting by and through its Town Manager and the Conservation Commission (the Commission) seeks quotations (sometimes referred to herein as bids) from qualified firms or individuals to act as a Consultant to prepare baseline documentation reports for six conservation land locations each of which consists of one or more parcels. The Town reserves the right to reject any or all quotes or to cancel this Request for Quotes (RFQ) if it determines it is in the Town's best interest to do so.

Quotations must be received by 4:00 p.m. on Thursday, January 22, 2026 at the Office of the Town Manager, Town of Medway, 155 Village Street, Medway, MA. 02053.

Written questions concerning this RFQ may be submitted to the Community and Economic Development office at bgraziano@medwayma.gov , no later than five days before the deadline for submission of quotations. The Town will endeavor but shall not be required to answer any such request for information. If it does, the answer shall be provided to all persons who have obtained copies of this RFQ.

Please note: This contract will be awarded to the lowest bidder. This RFQ is being sent to selected entities that the Town has determined to be qualified to perform this work. It is not necessary to provide the Town with your qualifications or a scope of work, as this is not an RFP process. All that is required to be submitted to the Town are the forms that are referenced below.

I. BACKGROUND

The Commission seeks a Consultant who can prepare baseline documentation reports for the following conservation lands in Medway:

1. **3 Ardmore Circle (Assessors' Map 56 Lot 056)** – Conservation Deed and subdivision plans (provided)
2. **4 Trail Drive (Assessors' Map 46 Lot 010)** – Conservation Deed, Definitive Subdivision Plan
3. **48 Milford Street (Assessors' Map 46 Lot 016)** – Conservation Deed and Subdivision Plan
4. **57 Village Street (Assessors Map 61 Lot 048)** – Conservation Deed and Plot Plan
5. **5 R Holbrook Street (Assessors' Map 55 Lot 031)**– Conservation Land Deed and Subdivision Plan
6. **5 Maple Leaf Lane (Map 16 Lot 031)** – Conservation Deed and Subdivision plans (provided) note: 4 Maple Leaf Lane – shows owned by Town but No Deed.

II. SCOPE OF SERVICES

The contract will result in baseline documentation reports (BDR) for the six locations with differing parcel numbers listed above. The consultant will be responsible for visiting

the properties and gathering existing information and plans for the properties. Town staff will provide the Consultant with available information. Each BDR will provide detailed information regarding the property; relevant maps and plans; a detailed description of existing property conditions including natural, cultural, scenic, and historical resources; observed conditions; description of boundaries and access; any invasive species observed; photographs and waypoints; any encroachments from abutting properties; defined ecological habitats; and other information deemed appropriate by the Commission and consultant. Six BDR's, one for each property, will be delivered to the Commission on or before May 15, 2026.

III. QUOTATION INSTRUCTIONS

Quotations must be received by 4:00 p.m. on Thursday, January 22, 2026 at the office of the Town Manager, Town of Medway, 155 Village Street, Medway, MA. 02053. Quotations received after this deadline will not be considered and will be returned unopened. Bids may be submitted by email, fax, or other electronic means.

If any changes are made to this RFQ, an addendum will be sent to all persons who received the RFQ.

IV. CONTENTS OF QUOTATION

In submitting a quotation, the applicant agrees to execute a contract in a form satisfactory to the Town [sample attached hereto]. The Select Board is the awarding authority. All quotations shall be unconditional; no quotation that purports to impose conditions not included in this RFQ will be deemed responsive.

Exhibit B

**REQUEST FOR QUOTATIONS
QUOTATION PRICING SHEET
Baseline Documentation Consultant Services
January 22, 2026
Medway, MA**

Prepared and submitted by: Anne Capra - Capra Planning Associates
68 Plainfield Road, Ashfield, 01330

Hourly rates for personnel: \$50/hour

NOT TO EXCEED FEE: \$21,000 (Twenty-one Thousand Dollars)

Exhibit C

Exhibit D

**CERTIFICATE of GOOD FAITH, NON-COLLUSION,
TAX COMPLIANCE & AUTHORITY**

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

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

The undersigned certifies under the pains and penalties of perjury that he/she is the authorized on behalf of the contractor named below to submit bids and quotations and execute contracts in the name on behalf of said contractor. If the bidder is a corporation, a clerk's certificate of the vote of a Director's meeting will be provided.

028 58 2670

Social Security Number or Federal Identification Number

Caprz Planning

Company Name

Anne Caprz

Printed Name of Signer

Anne Caprz

Signature

2/10/20

Date

**Any person or corporation which fails to execute this document
will be considered a non-responsive bidder and will be rejected pursuant to MGL
Chapter 30B.**

AGENDA ITEM

#2

Amendment of Social Equity Policy and Plan for Marijuana Establishment Applicants

Associated back up materials are attached:

- *Memo*
- *Social Equity Policy Plan Redlined*
- *Social Equity Policy and Plan Clean Copy*

Proposed Motion:

I move that the Board amend the Social Equity Policy Plan for Marijuana Establishment applicants as presented.



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

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

Town Manager
Michael E. Boynton

Date: March 16, 2026

To: Select Board

From: Allison Potter, Asst. Town Manager

Re: **Proposed Amendment to Social Equity Policy for Marijuana Establishment Applicants**

Attachments: Proposed Policy (redlined) and Proposed Policy (clean copy)

In September 2025, the Board approved a social equity policy and plan for marijuana establishment applicants pursuant to Mass. General Laws Chapter 94G and 935 Code of Massachusetts Regulations 500/501. The policy was subsequently submitted to the Cannabis Control Commission (CCC), as required.

Following its review, the CCC determined the policy was not compliant because it did not include specific goals or metrics for the programs intended to promote and encourage equity participation. In consultation with Town Counsel, a revised policy has been prepared that we believe addresses these concerns. We respectfully request the Board's approval of the revised policy presented this evening.

Town of Medway

Social Equity Policy and Plan for Marijuana Establishment Applicants

Purpose:

On August 11, 2022, Governor Charlie Baker signed Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), into law. Pursuant to the Act, the Cannabis Control Commission (the “Commission”) implemented regulations, 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.* (the “Regulations”), which require host municipalities to establish policies to promote Equity and encourage full participation in the cannabis industry.

In accordance with the Act, Regulations and Guidance issued by the Commission, the Town of Medway adopts this Social Equity Plan and Policy relative to Social Equity applicants seeking to establish businesses in ~~town~~Medway.

Applicability:

~~The Commission’s Social Equity programs provide training and technical assistance to applicants who have been disproportionately impacted by the War on Drugs, marijuana prohibition, arrests, and incarceration and who meet certain income and residency requirements.~~

This Plan and Policy shall apply to Social Equity Businesses, Social Equity Program Participants, Economic Empowerment Priority Applicants, and other all other Applicants seeking to locate and operate a Marijuana Establishment and/or Medical Marijuana Treatment Center in the Town of Medway; provided, however, that nothing in this Plan and Policy shall be construed to supersede federal, state and local laws.

The Town does not discriminate against members of protected classes defined under Massachusetts state law in the administration of this Plan and Policy. As reflected in the Commission’s Regulations, it is the Commission (and not the Town) that determines an Applicant’s status as a Social Equity Business, Social Equity Program Participant, and/or Economic Empowerment Priority Applicant. Terms used herein ~~that are not defined below~~ shall have the meaning ascribed to them in the Regulations.

In the event of a conflict between this Plan and Policy and relevant federal or state laws or regulations, certain provisions of this Plan and Policy may be suspended pending clarification of applicable law.

Social Equity Goals:

It is the Town’s goal to promote equity and encourage full participation in the cannabis industry. Accordingly, insofar as it is consistent with federal, state, and municipal anti-discrimination laws and regulations, the Town shall:

Provide meaningful and timely technical assistance to Social Equity applicants throughout the local permitting process.

Policy and Plan:

It is the Town's intention to comply with the Commission's regulatory requirements, insofar as they are consistent with federal, state, and municipal anti-discrimination laws and regulations. Therefore, to encourage greater participation by Social Equity applicants in Medway's cannabis industry, the Town shall:

- ~~1.~~ Waive any requirement for a Host Community Agreement and attendant community impact fees:
- ~~2.1.~~ Provide permitting technical assistance for Social Equity and Economic Empowerment applicants navigating Medway's cannabis permitting process, for all proposed cannabis businesses. There shall be no waiver application required by the Town or host community agreement negotiations needed. Upon submission by a cannabis business of a completed waiver on the Commission's template waiver form, the Town Manager shall automatically execute the waiver. The Town Manager shall prioritize review of waiver requests from Social Equity applicants. Waiver requests should be directed to ta@medwayma.gov for execution; in person-requests can be made at the Town Manager's Office in Town Hall, 155 Village Street, Medway, Massachusetts.
- ~~3.2.~~ Create a webpage with guidance and resources for applicants and a list of all required permits, including necessary forms and the information required by Commission's equity standards at 935 CMR 500.181(3)(b) and 935 CMR 501.181(3)(b); such information will also be available in a conspicuous location ~~at Town offices~~ in the Community and Economic Development Office in Town Hall, 155 Village Street, Medway, Massachusetts.
- ~~4.3.~~ List a municipal contact on the Town website who will work closely with Social Equity and Economic Empowerment applicants in ~~the~~ navigating Medway's cannabis permitting process from initial inquiry through the special permit and building permit process. Requests for such assistance may also be made to the Town Planner at jthompson@medwayma.gov.
4. Establish transparent practices to promote and encourage full equity participation by publicizing this Plan and Policy and the information required by Commission's equity standards at 935 CMR 500.181(3)(b) and 935 CMR 501.181(3)(b), in a conspicuous location in the Community and Economic Development Office in Town Hall, 155 Village Street, Medway, Massachusetts, and on its website (<https://medwayma.gov/marijuana-special-permit-applications-and-information/>).

Further, to promote transparency and access, the Town shall (1) publish data regarding its total pool of waiver requests on the website, which shall identify each pre-verified or verified SEB, Social Equity Program Participant, or Economic Empowerment Priority Applicant; and (2) publish all the executed waivers on the website.

Approved by Select Board: September 15, 2025

Amended by Select Board: _____, 2026

Town of Medway

Social Equity Policy and Plan for Marijuana Establishment Applicants

Purpose:

On August 11, 2022, Governor Charlie Baker signed Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), into law. Pursuant to the Act, the Cannabis Control Commission (the “Commission”) implemented regulations, 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.* (the “Regulations”), which require host municipalities to establish policies to promote Equity and encourage full participation in the cannabis industry.

In accordance with the Act, Regulations and Guidance issued by the Commission, the Town of Medway adopts this Social Equity Plan and Policy relative to Social Equity applicants seeking to establish businesses in Medway.

Applicability:

This Plan and Policy shall apply to Social Equity Businesses, Social Equity Program Participants, Economic Empowerment Priority Applicants, and other all other Applicants seeking to locate and operate a Marijuana Establishment and/or Medical Marijuana Treatment Center in the Town of Medway; provided, however, that nothing in this Plan and Policy shall be construed to supersede federal, state and local laws.

The Town does not discriminate against members of protected classes defined under Massachusetts state law in the administration of this Plan and Policy. As reflected in the Commission’s Regulations, it is the Commission (and not the Town) that determines an Applicant’s status as a Social Equity Business, Social Equity Program Participant, and/or Economic Empowerment Priority Applicant. Terms used herein shall have the meaning ascribed to them in the Regulations.

In the event of a conflict between this Plan and Policy and relevant federal or state laws or regulations, certain provisions of this Plan and Policy may be suspended pending clarification of applicable law.

Social Equity Goals:

It is the Town’s goal to promote equity and encourage full participation in the cannabis industry. Accordingly, insofar as it is consistent with federal, state, and municipal anti-discrimination laws and regulations, the Town shall:

Provide meaningful and timely technical assistance to Social Equity applicants throughout the local permitting process.

Policy and Plan:

It is the Town's intention to comply with the Commission's regulatory requirements, insofar as they are consistent with federal, state, and municipal anti-discrimination laws and regulations. Therefore, to encourage greater participation by Social Equity applicants in Medway's cannabis industry, the Town shall:

1. Waive any requirement for a Host Community Agreement and attendant community impact fees for all proposed cannabis businesses. There shall be no waiver application required by the Town or host community agreement negotiations needed. Upon submission by a cannabis business of a completed waiver on the Commission's template waiver form, the Town Manager shall automatically execute the waiver. The Town Manager shall prioritize review of waiver requests from Social Equity applicants. Waiver requests should be directed to ta@medwayma.gov for execution; in person-requests can be made at the Town Manager's Office in Town Hall, 155 Village Street, Medway, Massachusetts.
2. Create a webpage with guidance and resources for applicants and a list of all required permits, including necessary forms and the information required by Commission's equity standards at 935 CMR 500.181(3)(b) and 935 CMR 501.181(3)(b); such information will also be available in a conspicuous location in the Community and Economic Development Office in Town Hall, 155 Village Street, Medway, Massachusetts.
3. List a municipal contact on the Town website who will work closely with Social Equity and Economic Empowerment applicants in navigating Medway's cannabis permitting process from initial inquiry through the special permit and building permit process. Requests for such assistance may also be made to the Town Planner at jthompson@medwayma.gov.
4. . Establish transparent practices to promote and encourage full equity participation by publicizing this Plan and Policy and the information required by Commission's equity standards at 935 CMR 500.181(3)(b) and 935 CMR 501.181(3)(b), in a conspicuous location in the Community and Economic Development Office in Town Hall, 155 Village Street, Medway, Massachusetts, and on its website (<https://medwayma.gov/marijuana-special-permit-applications-and-information/>).

Further, to promote transparency and access, the Town shall (1) publish data regarding its total pool of waiver requests on the website, which shall identify each pre-verified or verified SEB, Social Equity Program Participant, or Economic Empowerment Priority Applicant; and (2) publish all the executed waivers on the website.

Approved by Select Board: September 15, 2025

Amended by Select Board: _____, 2026

AGENDA ITEM

#3

Reopen May 11, 2026 Special Town Meeting Warrant, Insert Article for School Capital Project and Close Warrant

Associated back up materials are attached:

- *Article for School Capital Project and Close Warrant*

Proposed Motion:

Il move that the Board Insert the Proposed Article to Re-purpose the Funds from the McGovern School Roof Replacement Project. (See Article 6)

**TOWN OF MEDWAY
WARRANT FOR MAY 11, 2026
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 11, 2026**, 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 \$140 from the Fiscal Year 2026 Human Resources Pre-employment Physicals Account for the purpose of paying prior year, unpaid bills of the Town, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (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 2026 appropriation deficit, or act in any manner relating thereto.

DEPARTMENT OF PUBLIC WORKS

SELECT BOARD RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Free Cash Transfer: Assessors' Valuation Account)

To see if the Town will vote to transfer \$14,600 from Certified Free Cash for the purpose of funding the Assessors' Annual Valuation Account, or act in any manner relating thereto.

ASSESSING DEPT

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Fund Record Digitization Project)

To see if the Town will vote to appropriate \$200,000 for the purpose of preserving Town records through digitization, \$100,000 to be funded from Certified Free Cash, \$50,000 from Water Enterprise Retained Earnings, and \$50,000 from Sewer Enterprise Retained Earnings, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Sewer Enterprise Retained Earnings Transfer: Replace Vacuum Excavator)

To see if the Town will vote to transfer from Sewer Enterprise Fund retained earnings the sum of \$35,000 for the purpose of funding the replacement of a vacuum excavator and for the payment of all other incidental and related costs, or act in any manner relating thereto.

DEPARTMENT OF PUBLIC WORKS

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

Proposed New Article:

ARTICLE 6: (Repurpose Funds for McGovern School Roof to McGovern Bathroom Project, High School Air Quality Mitigation, and Balance to Capital Stabilization)

To see if the Town will vote to transfer the amount of \$263,000 from the McGovern School roof replacement project, which amount is no longer needed for such purposes, to supplement funding for the McGovern School bathroom project authorized at the May 12, 2025, Annual Town Meeting, and to undertake air quality improvements at Medway High School, and to transfer \$92,424.70, also from the McGovern School roof replacement project, which amount is also no longer needed for such purposes, to the Capital Stabilization Fund, or act in any manner relating thereto.

SCHOOL DEPARTMENT

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Repurpose Monetary Articles: School Projects)

To see if the Town will vote to transfer the sum of \$154,780 from the funds authorized under the prior Town Meeting Articles as shown in Table 1 below, which amounts are no longer needed for such purposes, to the project and in the amount listed in Table 2 below, or act in any manner relating thereto.

TABLE 1

Town Meeting Date	Article	Description	Transfer From Amount
6/20/20 Annual	7	High School Track Repair	\$32,660.29
5/8/23 Annual	7	High School Cafeteria Water Heater	12,912.76
5/12/25 Special	5	HVAC Upgrades	67,779.20

5/12/25 Annual	10	School Sidewalks	41,265.00
5/12/25 Annual	10	School Facilities Vehicle	162.75
Total			\$154,780.00

TABLE 2

Town Meeting Date	Article	Description	Transfer To Amount
5/12/25 Annual	15	High School Boiler	\$154,780.00
Total			\$154,780.00

SCHOOL DEPARTMENT

SELECT BOARD RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION:

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

Given under our hands in Medway, this ____ day of April 2026.

A TRUE COPY:

TOWN OF MEDWAY SELECT BOARD

Todd Alessandri, Chair

Dennis Crowley, Vice Chair

Maryjane White, Clerk

Frank Rossi, Member

Glenn Trindade, Member

ATTEST: _____
Paul Trufant, Constable

AGENDA ITEM

#4

Vote Recommendations:

**May 11, 2026, Annual Town Meeting
Warrant, including the Zoning Articles**

Associated back up materials are attached:

- *Memo*
- *Draft Annual Town Meeting Warrant*
- *Memo from Conservation Agent for 17 Colonial Road*
- *Map of Town Owned Parcels in Chicken Brook*

Note:

Please Vote Recommendations for the Annual Town Meeting Warrant Articles:
1,3,4,5,6,14,16,& 19, Including Zoning Articles 23 - 31.

Board Members
Andy Rodenhiser, Chair
Sarah Raposa, A.I.C.P., Vice
Chair
Timothy Harris, Clerk
John Parlee, Member
Janine Clifford, Member



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3291
Email: planningboard@fmedwayma.gov
www.medwayma.gov

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

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

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

Re: May 11, 2026 Town Meeting – Proposed Zoning Bylaw Amendments

Date: March 12, 2026

The Planning and Economic Development Board (PEDB) opened its duly noticed public hearing for five proposed zoning bylaw amendments for the May 11, 2026 Annual Town Meeting on Tuesday, March 10, 2026, and closed it that evening. The PEDB voted 5-0 at its March 10, 2026 meeting to recommend favorable action by Town Meeting on all of the following articles:

ARTICLE 22 – Consolidated Local Permits – This would add a new Section 3.6 Consolidated Local Permits for Small Clean Energy Infrastructure Facilities, to comply with new state law, in particular Chapter 239 of the Acts of 2024, and state regulations, including 225 CMR 29.00. Chapter 239 establishes a new state regulatory procedure for local permitting of small clean energy infrastructure facilities, such as solar, wind, and battery energy storage of a size that is below certain statutory thresholds. It requires every municipality to provide for a consolidated permitting option for these SCEIF's effective October 1, 2026. The proposed bylaw includes definitions, application process, review and decision procedures, and enforcement mechanisms, and other provisions to comply with the state law and regulations.

ARTICLE 23 – Central Business – To amend Table 1, Schedule of Uses, to allow car washes by special permit in the Central Business District, and to amend Section 10.4.C.1 by adding that the dimensional requirements of Table 2 shall apply to car washes.

ARTICLE 24 – Oak Grove/Central Business – This would amend a number of the Tables in the Oak Grove Zoning District, which also apply in the Central Business District. These Tables govern dimensional requirements for different classifications of buildings. In reviewing the potential Municipal Building Complex, it became clear that some of the existing dimensional requirements for municipal buildings are not workable. We then scrutinized the requirements for other types of buildings, and believe that the dimensional

requirements for a number of different classifications of buildings should be adjusted. We are proposing to amend Table 9.4.C.1.B by deleting the maximum Street Facing Wall width for Mixed Use Buildings and General Commercial Buildings; amend Table 9.4.C.1.B by deleting the maximum Frontage, and by amending the maximum Building Footprint from 4,000 square feet to 6,000 square feet for Gas Station and Convenience Store; amend Table 9.4.C.1.C by deleting the maximum Street Facing Wall Width for Fabrication or Flex Building and for Civic or Community Building, and by adding an increased maximum height for municipal buildings.

ARTICLE 25 – Housekeeping Amendments – This would amend Sections 3.4.H.2 and 3.5.4.J.4 to allow special permit granting authorities to also provide administrative site plan review for matters within their jurisdiction, so that applicants for minor site changes would not need two separate permits. It would also add a new Section 5.6.5.K to clarify the appeal process for the Multi-Family Overlay District; and update Section 7.2.4.C.4 regarding internal illumination of signs.

ARTICLE 26 – Municipal Buildings and Uses – This would insert a new Section 6.2.H to allow the Planning and Economic Development Board to grant a special permit to provide relief from dimensional requirements for municipal buildings and uses, including fire stations and police stations. This would provide flexibility where appropriate, and the proposed amendment also provides criteria to guide the PEDB in reviewing such requests.

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

TOWN OF MEDWAY
WARRANT FOR MAY 11, 2026
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 11, 2026**, at 7:30 PM, then and there to act on the following articles:

ARTICLE 1: (Purchase Winthrop St Properties with CPA Funds)

To see if the Town will vote to authorize the Select Board to acquire by purchase and to accept the deed to the Town, of a fee simple interest in all or a portion of 25 Winthrop Street, identified as Parcel 38-010 on the Town of Medway's Assessors' Map and containing 38.010 acres, more or less, 33 Winthrop Street, identified as Parcel 39-001 on the Town of Medway's Assessors' Map and containing 8.00 acres, more or less, 34 Winthrop Street, identified as Parcel 30-006 on the Town of Medway's Assessors' Map and containing 0.720 acres, more or less, and 38 Winthrop Street, identified as Parcel 30-005 on the Town of Medway's Assessors' Map and containing 32.00 acres, more or less, which are now owned by the Shady Oaks Realty Trust, upon such terms and conditions as the Select Board shall determine to be appropriate, the property to be used for purposes allowed by the so-called Community Preservation Act, General Laws Chapter 44B, said property to be under the care, custody, management and control of the Select Board; and, further, to see if the Town will vote to appropriate \$5,620,000 for such purchase, and to meet this appropriation, \$2,870,000 shall be transferred from the Community Preservation Fund's X Reserves, and to authorize the Town Treasurer, with the approval of the Select Board to borrow \$2,750,000, which amount may also be used in addition to such purchase, for the environmental remediation of the property, structure removal, and for any expenses related thereto, including legal fees; and further, to authorize the Select Board to convey a permanent deed restriction in accordance with General Laws Chapter 44B, Section 12 and General Laws Chapter 184, Sections 31-33; and to authorize the Select Board and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Transfer from Ambulance Receipts to General Fund)
 To see if the Town will vote to transfer \$1,010,000 from Ambulance Receipts Reserved for Appropriation to the Fiscal Year 2027 General Fund Operating Budget, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Appropriation: FY27 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, 2027, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Appropriation: FY27 Water Enterprise Fund)
 To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$5,605,353 for the maintenance of the Water Department Enterprise Fund in Fiscal Year 2027 as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 1,129,172
Expenses	929,200
Debt	3,032,861
Direct Costs Total	\$ 5,091,233

Indirect Costs

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

Indirect Costs Total	\$514,120
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Total	\$5,605,353
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$5,605,353
Total	\$5,605,353

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Appropriation: FY27 Sewer Enterprise Fund)
 To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,205,536 for the maintenance of the Sewer Department Enterprise Fund in Fiscal Year 2027 as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 319,186
Expenses	1,517,100
Debt	192,499
Direct Costs Total	\$2,028,735

Indirect Costs

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

Indirect Costs Total	\$176,801
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Total	\$2,205,536
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$2,183,108
Sewer Betterment Transfer	22,428
Total	\$2,205,536

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Appropriation: FY27 Solid Waste Enterprise Fund)
 To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,978,393 to operate the Solid Waste/Recycling Department Enterprise Fund in Fiscal Year 2027 as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 103,070
Expenses	1,692,000
Debt Service	45,218
Direct Costs Total	\$1,840,288

Indirect Costs

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

Indirect Costs Total	\$138,105
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Total	\$1,978,393
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And further that the above listed appropriations be funded as follows:

Trash Recycling Fees/Bag Revenues	\$1,730,000
Retained Earnings	248,393
Total	\$1,978,393

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

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

To see if the Town will vote to appropriate the sum of \$2,993,711 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	Dept	Cost
Technology Equipment	IT	\$75,000
Security Systems	IT	67,000
Infrastructure Equipment	IT	85,000
Projection Equipment	IT	75,000
Battery Backup System for IT Infrastructure	IT	40,000
Emergency Communications Equipment	Police	45,200
Electronic Control Weapon (ECW) Replacement	Police	27,929
AXON VR Training System	Police	33,807
Replace Car 1	Fire	105,000
Technology Equipment	Fire	18,000
Middle Sch. Cafeteria VCT Replacement	School	250,000

Replace 2017 F250 Pickup Truck	School	75,000
Replace 2014 Student Transportation Sedan 3	School	70,000
District Improvements – Interior Painting	School	75,000
District Improvements – Furniture	School	50,000
Drainage Improvements (Lr Memorial Fld, Ash, Applegate & Fairway)	DPW	100,000
McGovern School Parking Lot Replacement	DPW	351,775
Roads and Sidewalks	DPW	750,000
Sidewalk Design Improvements (Village, Granite, Walker)	DPW	125,000
Battery Backup for Traffic Lights (4)	DPW	95,000
Replace 221 – 2016 Ford F350	DPW	90,000
Playground Improvements – North St and Winthrop St	DPW	50,000
Replace 302 – 2015 Ford F350 4x4	DPW	90,000
Burke, Memorial, & Middle Sch. Irrigation	DPW	70,000
Replace Idylbrook Irrigation	DPW	25,000
Cemetery Tomb Rehabilitation	DPW	35,000
Makerspace Device Exhaust	Library	15,000
Emergency Door Replacement	Library	10,000
New Furniture – Patron Seating	Library	10,000
Consultant to Advise on Improving Inside Spaces	Library	10,000
Library Computers (20) and Printer/Copier (1)	Library	25,000
Design High School Turf Fields (2)	Parks & Rec	50,000
Free Cash Total		<u>\$2,993,711</u>

Or act in any manner relating thereto.

**CAPITAL IMPROVEMENT
PLANNING COMMITTEE**

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Athletic Fields Stabilization Transfer for Field Design)
To see if the Town will vote to transfer \$50,000 from the Athletic Fields Stabilization Fund for the purpose of designing the turf replacement of Lamson and North Fields at Medway High School.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Water Enterprise Borrowing – Lowering Tank Rehabilitation)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$1,800,000 for the purpose of funding the rehabilitation of the Lovering Street Water Tank, including engineering, design and project management services, site preparation, and for the payment of all other costs incidental and related thereto; and further, to authorize the Board of Selectmen to apply for, accept and expend any county, state or federal grant for this purpose, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Water Retained Earnings Transfer – Replace Ford Ranger)
To see if the Town will vote to transfer \$45,000 from Water Enterprise Retained Earnings for the purpose of purchasing a Ford Ranger truck, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (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:

ARTICLE 12: (Appropriation: OPEB Trust)
To see if the Town will vote to raise and appropriate or transfer from available funds 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:

ARTICLE 13: (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:

ARTICLE 14: (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 2027 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 2027, as follows:

CPA Administration:	
CPC Expenses	\$15,000
CPC Salaries	5,000
CPC Debt Expense	625,850
Total Direct Costs	\$645,850

	10% of Estimated Reserves: Fund Revenues
Open Space	\$165,694
Community Housing	\$165,694
Historical Preservation	\$165,694

or act in any manner relating thereto.

COMMUNITY PRESERVATION COMMITTEE

SELECT BOARD RECOMMENDATION: To be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 15: (Revolving Funds – Authorize FY27 Spending Limits)

To see if the Town will vote, pursuant to Massachusetts General Laws Chapter 44, Section 53E ½, to set the Fiscal Year 2027 spending limits for revolving fund as follows:

Program or Purpose	FY2027 Spending Limit
Self-supporting parks and recreation services, including salaries and benefits	\$900,000

Dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$135,000
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
School Transportation	\$300,000
Tree Preservation	\$50,000
Sidewalk construction	\$20,000
Planting Trees	\$20,000
Cemetery	\$50,000
Student Electronic Device Repair	\$25,000

or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Medway Energy Center 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 Energy Center, LLC, for the new battery energy storage project proposed to be constructed and installed at 15 West Street, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 17: (Accept MGL C. 41, Sec. 111M and 111N, EMT Injury Leave and Indemnification)

To see if the Town will vote to accept the provisions of Massachusetts General Laws chapter 41, sections 111M and 111N, relative to emergency medical technician leave without loss of pay while incapacitated and indemnification for certain expenses respectively, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 18: (Authorization of Superintendent of Schools to Execute Contracts in Excess of Three Years)

To see if the Town will vote in accordance with the provisions of Massachusetts General Laws Chapter 30B, §12(b), to authorize the Superintendent of Schools to solicit and award contracts, except personnel contracts, for terms exceeding three years, including any renewal, extension or option, provided in each instance the longer term does not exceed five years and is determined to be in the best interest of the Town by vote of at least four (4) members of the School Committee, or act in any manner relating thereto.

SCHOOL COMMITTEE

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 19: (Transfer 17 Colonial Rd to Conservation Commission)

To see if the Town will vote to transfer the property located at 17 Colonial Road, Assessor's parcel No. 02-023, acquired by the Town in 1977 by tax foreclosure instrument recorded at the Norfolk County Registry of Deeds at Book 5367, page 714, consisting of approximately 9.8 acres of land, to the care and custody of the Conservation Commission for open space, conservation, and passive recreational purposes, or act in any manner relating thereto.

CONSERVATION COMMISSION

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 20: (13 Populatic St Disposition)

To see if the Town will vote to authorize the Select Board to convey by sale or lease all or a portion or portions of the fee title to or a lesser interest in the parcel of land located at 13 Populatic Street, identified as Parcel 61-052 on the Town of Medway's Assessors' Map and containing 4.2 acres more or less, including any structures, buildings, or fixtures thereon, said disposition to be undertaken in accordance with the provisions of G.L. c. 30B, sec. 16 upon such terms and conditions as the Select Board determine to be in the best interest of the Town; and further, to authorize the Select Board to enter into such agreements and execute such instruments as may be necessary to effectuate the foregoing; or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 21: (Amend General Bylaws: Civil Fingerprinting)

To see if the Town will vote to amend the General Bylaws to insert a new section X as follows, or act in any manner relating thereto.

Civil Fingerprinting

Section 1. Purpose and Scope

This bylaw authorizes the Police Department to conduct state and national fingerprint-based criminal history checks for individuals applying for specific licenses in Town to enhance public safety, as authorized by Massachusetts General Laws Chapter 6, Section 172B½. To carry out the criminal history checks authorized by this by-law, the Police Department shall be authorized to use state and Federal Bureau of Investigation (“FBI”) records, provided, however, that such records shall not be disseminated to unauthorized entities and shall be maintained and disclosed in accordance with all applicable law.

The bylaw further authorizes the Select Board, in consultation with the Chief of Police, to promulgate policies to implement this by-law, which may include, but shall not be limited to, establishment of submission deadlines, procedures for making recommendations to the licensing authority or making a licensing recommendation as a result of the criminal history check, methods for assessing, correcting or amending any such record, criteria for fitness determinations, security of information obtained and penalties for failure to comply with this bylaw.

Section 2. Criminal History Check Authorization

The Police Department shall, as authorized by Massachusetts General Laws Chapter 6, Section 172B½, conduct State and Federal Fingerprint-Based Criminal History checks for individuals and entities for the following licenses:

- Manager of Alcohol Beverage License
- Dealer of Second-hand Articles
- Pawn Dealers
- Ice Cream Truck Vendors
- Motor Vehicle Dealers

At the time of fingerprinting, the Police Department shall notify the individual being fingerprinted that the fingerprints will be used to check the individual's criminal history records and obtain the individual's consent. After the applicant completes a consent form, provides his/her fingerprints and the appropriate fee, the Police Department shall transmit the fingerprints it has obtained pursuant to this bylaw to the Identification Section of the Massachusetts State Police, the Massachusetts Department of Criminal Justice Information Services (“DCJIS”), and/or the FBI or the successors of such agencies as may be necessary for the purpose of conducting fingerprint based state and national criminal records background checks for the license applicants specified in this bylaw.

The Town authorizes the Massachusetts State Police, the DCIS, and the FBI, and their successors, as applicable, to conduct fingerprint-based state and national criminal record background checks, including FBI records, consistent with this bylaw. The Town authorizes the Police Department to receive and utilize State and FBI records in connection with such background checks, consistent with this by-law and its implementing policies. In accordance with its implementing policies, the Police Department shall communicate the results of fingerprint-based criminal record background checks to the appropriate governmental licensing authority within the Town.

Section 3. Use of Criminal Records by Licensing Authorities

Licensing authorities of the Town shall utilize the results of fingerprint-based criminal record background checks for the sole purpose of determining the suitability of the subjects of the checks in connection with the license applications specified in this bylaw. A Town licensing authority may deny an application for a license based on the results of a fingerprint-based criminal record background check if it determines that the results of the check render the subject unsuitable for the proposed licensed activity. The licensing authority shall consider all applicable laws, regulations, and Town policies bearing on an applicant's suitability in making this determination.

Licensing authorities of the Town are hereby authorized to deny an application for any license specified herein and in the implementing policies, including renewals and transfers of said licenses, from any person who is determined unfit for the license due to information obtained pursuant to this by-law. Factors that shall be considered in determining fitness shall include, but not be limited to, whether the record subject has been convicted of, or is under pending indictment for a crime, that bears upon the subject's ability or fitness to serve in that capacity, including any felony or a misdemeanor that involved force or threat of force, possession of a controlled substance, or sex-related offense.

Section 4. Fees

The fee charged by the Police Department for conducting fingerprint-based criminal record background checks shall be \$30 per fingerprinting and criminal history check. A portion of the fee, as specified in Massachusetts General Laws Chapter 6, Section 172B½, shall be deposited into the Firearms Fingerprint Identity Verification Trust.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 22: (Amend Zoning Bylaws: Small Clean Energy Facilities)

To see if the Town will vote to amend the Zoning Bylaw by inserting the following new section 3.6, Consolidated Local Permit for Small Clean Energy Facilities, or act in any manner relating thereto.

SECTION 3.6: Consolidated Local Permit for Small Clean Energy Infrastructure Facilities

3.6.1 Purpose

The purpose of this Section 3.6 is to provide a Consolidated Local Permit process for Small Clean Energy Infrastructure Facilities that conforms to the requirements of Chapter 239 of the Acts of 2024 and other applicable state laws, and 225 CMR 29.00 and other applicable state regulations, while preserving all town bylaws and regulations applicable to such Facilities to the maximum extent allowed by law. Small Clean Energy Infrastructure Facilities which are submitted pursuant to this Section 3.6 must comply with the requirements of this Zoning Bylaw, all applicable Town General Bylaws, and applicable Town regulations unless such Bylaws or regulations are inconsistent with state law. The intent is to provide the greatest possible protection to the health and safety of residents, protection of the environment and natural resources, and to further the goals and policies of the Medway Master Plan and the purposes as stated in Sections 8.8, 8.11, and 8.12 of this Zoning Bylaw.

3.6.2. Definitions

As used in this Section, the following terms shall have the meanings indicated:

Consolidated Local Permit: A permit issued by the Town through the Director of Community and Economic Development for a Small Clean Energy Infrastructure Facility (SCEIF) pursuant to Chapter 239 of the Acts of 2024 that includes all required local permits, approvals, or authorizations (“individual application components”) to construct and operate a SCEIF that the Applicant would otherwise need to obtain individually from the Town, with the exception of ministerial permits including, but not limited to, a street opening permit, electrical permit, or building permit.

Consolidated Local Permit Application: A single comprehensive application used by Applicants to apply for a Consolidated Local Permit for a Small Clean Energy Infrastructure Facility.

Certificate of Consolidated Local Permit: A certificate issued by the Local Government Representative with the individual application components which together constitute the Consolidated Local Permit.

Effective Date: The effective date of the provisions of this Section 3.6 is October 1, 2026.

Local Government Representative: The Town’s designated representative charged with administering the Consolidated Local Permit Application. The Director of Community and Economic Development shall be the Local Government Representative in the Town.

Small Clean Energy Infrastructure Facility: A Small Clean Energy Generation Facility, Small Clean Energy Storage Facility or Small Clean Transmission and Distribution Infrastructure Facility, further delineated as follows:

- (1) **Small Clean Energy Generation Facilities:** Energy generation infrastructure with a nameplate capacity of less than 25 megawatts that is a Solar Facility or Wind Facility, including any ancillary structure that is an integral part of the operation of the Small Clean Energy Storage Facility.
- (2) **Small Clean Energy Storage Facility:** An energy storage system as defined in M.G.L. c. 164, § 1 with a rated capacity of less than 100 megawatt hours, including any ancillary structure that is an integral part of the operation of the Small Clean Energy Storage Facility
- (3) **Small Clean Transmission and Distribution Infrastructure Facility:** As defined in 225 CMR 29.02
- (4) **Solar Facility:** A ground mounted facility that uses sunlight to generate electricity with a nameplate capacity of less than 25 megawatts.
- (5) **Wind Facility:** An onshore or offshore facility that uses wind to generate electricity with a nameplate capacity of less than 25 megawatts.

3.6.3. Applicability

This Section applies to all Consolidated Local Permit Applications submitted on or after the effective date of this Section. An Applicant for a Small Clean Energy Infrastructure Facility may elect, at the Applicant’s option, to file an application for a Consolidated Local Permit under this Section in lieu of seeking individual permits under other provisions of the Town’s Zoning Bylaws.

3.6.4. Consolidated Permit Application

- A. The Applicant shall comply with all pre-filing requirements set forth in 225 CMR 29.07 and 225 CMR 29.08 as applicable. The Applicant shall submit a self-attested Pre-filing Engagement Completion Checklist to the Local Government Representative in accordance with 225 CMR 29.08. The Local Government Representative shall determine whether the Applicant has completed the pre-filing requirements in accordance with 225 CMR 29.08. A Consolidated Local Permit application submitted before the completion of all pre-filing requirements, or more than 60 days after such completion, shall be automatically denied without prejudice.
- B. The Applicant shall submit the Consolidated Local Permit Application to the Local Government Representative in the form and manner required by 225 CMR 29.09.
- C. The Consolidated Local Permit Application must be accompanied by the required fees for each local permit or approval required from any Town board, commission or department having permitting authority over the Small Clean Energy Infrastructure Facility.

3.6.5. Consolidated Permit Application Completeness

- A. The Consolidated Local Permit Application shall include all information required under 225 CMR 29.09 as well as:
 - (1) All materials necessary under the applicable Planning and Economic Development Board regulations, including Chapter 200 Rules and Regulations for Submission, Review and Approval of Site Plans; Chapter 700 Rules and Regulations for Review and Approval of Special Permits.
 - (2) All materials necessary under the applicable Stormwater Management and Land Disturbance Rules and Regulations, and Rules and Regulations of the Conservation Commission.
- B. The Local Government Representative will promptly distribute the application to the Board of Health and other town boards and departments that will be issuing individual local permits to assist in determining completeness. Within thirty days of receipt of the application, the Local Government Representative shall determine and notify the applicant of whether the Consolidated Local Permit Application is complete.
 - (1) If a Consolidated Local Permit Application is deemed incomplete, the Local Government Representative shall notify the Applicant of the specific deficiencies. The Applicant shall have thirty days, and any additional time as determined by the Local Government Representative, in their discretion, to cure any deficiencies before the Consolidated Local Permit Application is rejected. Within thirty days of receipt of the revised Consolidated Local Permit Application, the Local Government Representative shall determine and notify the Applicant whether the revised application cures all deficiencies.
 - (a) If the Local Government Representative determines the Applicant has not cured all deficiencies, it may allow the Applicant an additional thirty days to cure stated deficiencies or deny the Consolidated Local Permit Application without prejudice.
 - (2) If the Local Government Representative does not determine whether a Consolidated Local Permit Application is complete within thirty days of receipt, the Consolidated Local Permit Application shall be deemed to be

complete and subject to the common conditions and requirements for constructive approval prescribed in 225 CMR 29.12.

- (3) Once the application is deemed complete, the Local Government Representative shall promptly forward a copy of the completed application to the Town Clerk, who shall date stamp the application. The date stamp of the completed application, referred to herein as the Filing Date, shall be used to calculate the twelve months for the Town to complete its review and issue a Consolidated Local Permit.

3.6.6 Consolidated Permit Application Review

A. Timeline

- (1) The Local Government Representative shall promptly distribute a copy of the Consolidated Local Permit Application (the “Application”) to each relevant board, commission, office and department (collectively “boards and/or departments”) having jurisdiction to issue individual local permits.
- (2) Any Town board, commission or department having permitting authority over the Small Clean Energy Infrastructure Facility shall commence a public hearing to review their respective individual application component and issue decisions according to their local statutory authority and Town Bylaws. Said board, commissions and department may employ technical consultants as they deem necessary and Applicant shall pay for such consultants pursuant to G.L. c. 44, Sec. 53G.
- (3) An Applicant shall respond to all communications made by the Local Government Representative or any Town board, commission or department having permitting jurisdiction over the Small Clean Energy Infrastructure Facility, within five days and submit any revisions requested in such communication within ten days, unless an extension is granted in writing by said Town board, commission or department as provided in 225 CMR 29.10. Failure to respond to such communication requests may be deemed a basis for denying the Consolidated Local Permit without prejudice. Significant Changes to the proposed SCEIF are subject to the provisions of 225 CMR 29.10(4).
- (4) Boards and/or departments shall submit their respective individual application decisions granting, granting with conditions, or denying the Application to the Local Government Representative as soon as completed, and in any event prior to twelve months after the Application Filing Date. Pursuant to G.L. c. 25A, Sec. 21(e), any individual decision issued by a local board, committee or department may not be appealed or reviewed independent of the Consolidated Local Permit.
- (5) The Local Government Representative shall issue a Certificate of Consolidated Local Permit, comprised of all local permits issued pursuant to the Application, stating whether the application is granted, granted with conditions or denied, together with all individual application permits constituting the Consolidated Local Permit to the Applicant and the Town Clerk within twelve months of the Filing Date. If the Local Government Representative does not issue the Consolidated Local Permit within twelve months, the Application shall be considered constructively approved and

subject to the common conditions and requirements for constructive approval prescribed in 225 CMR 29.12.

- (6) If no petition is filed pursuant to Section 3.6.8 or if a petition is filed, following the issuance of a decision of final adjudication of the Consolidated Local Permit, said Permit shall be recorded at the appropriate registry of deeds, and a copy provided to the Local Government Representative and Town Clerk.
- (7) Once construction of the Small Clean Energy Infrastructure Facility is substantially begun, defined as the issuance of a building permit, the Consolidated Local Permit shall run with the land and shall be binding upon and inure to the benefit of the Applicant's successors in interest.

3.6.7 Modifications

Following the issuance of a Consolidated Local Permit, the Applicant may seek a modification of the decision. Modifications shall follow the same procedure as the original Application, except that submission requirements may be limited to the information related to the modification and may be waived by the Local Government Representative.

3.6.8. De Novo Adjudication of Consolidated Local Permit Decisions.

- A. Applicants and other individuals or entities substantially and specifically affected by a proposed Small Clean Energy Infrastructure Facility may file a written petition to request a De Novo Adjudication of a decision on a Consolidated Local Permit Application by the director of the Energy Facilities Siting Board pursuant to 225 CMR 29.10(8) and 980 CMR 14.00.
- B. Pursuant to 980 CMR 14.02(2)(a), a petition for a De Novo Adjudication must be filed within thirty days of the Town's decision on a Consolidated Local Permit Application or Constructive Approval of a Consolidated Local Permit Application. A single decision on individual application components is not eligible for an independent De Novo Adjudication or otherwise independently appealed or reviewed.

3.6.9. Abandonment

The Small Clean Energy Infrastructure Facility shall be considered abandoned when it ceases to operate consistently for more than twelve months. The owner or operator of the facility shall notify the Town's Building Commissioner anytime the facility ceases to operate consistently for a period of thirty days and shall likewise notify the Town's Building Commissioner as soon as the facility resumes operation. The facility shall be presumed abandoned if the owner and/or operator fails to respond affirmatively within thirty days to a written inquiry from the Building Commissioner as to the continued operation of the system. If the owner or operator fails to comply with decommissioning upon any abandonment, the Town shall have the right to enter the property and physically remove the installation at the expense of the owner of the installation and the owner(s) of the site on which the installation is located. The Town may use the financial surety as described in Section 3.6.10 Decommissioning Fund below for this purpose.

3.6.10. Decommissioning Fund

Prior to construction, the project owner shall provide to the Town, in cash, bond, escrow, or another form reasonably acceptable to Planning and Economic Development Board, a surety

to cover the cost of removal in the event the Town must remove the SCEIF and remediate the landscape. The amount of the surety shall be 125% of a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The project owner shall provide an updated estimate after ten years of project operation and subsequent updates in five-year intervals after that date, for the remainder of the project's lifetime. The project owner shall provide additional surety in the amount of 125% of the most recent estimated cost of decommissioning. This surety will not be required for state-owned facilities.

3.6.11. Enforcement

Any Town board, commission, official or department having enforcing authority for any individual local permit or approval of the Small Clean Energy Infrastructure Facility shall be the enforcing authority for permits or approvals within its jurisdiction.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 23: (Amend Zoning Bylaws: Central Business Uses)
To see if the Town will vote to amend the Zoning Bylaw, Section 5.4, Table 1 Schedule of Uses Section D, Business uses, by changing "Car Wash" from a prohibited use to a use allowed by special permit in the Central Business District.

And by amending Section 10.4.C.1 by adding:

- h. Car Wash: A Car Wash shall be subject to the dimensional and density requirements in Table 2.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 24: (Amend Zoning Bylaws: Oak Grove/Central Business District Dimensional Regulations)

To see if the Town will vote to amend the Zoning Bylaw as follows:

Amend Table 9.4.C.1.B by deleting the maximum Street Facing Wall width for Mixed Use Buildings and General Commercial Buildings;

Amend Table 9.4.C.1.B by deleting the maximum Frontage, and by amending the maximum Building Footprint from 4,000 square feet to 6,000 square feet for Gas Station and Convenience Store;

Amend Table 9.4.C.1.C by deleting the maximum Street Facing Wall Width for Fabrication or Flex Building and for Civic or Community Building, and by adding the following under "4. Additional

Standards” for Civic or Community Building:

The maximum height for municipal buildings, including fire stations and police stations, notwithstanding Design Standard 3.1 above, shall be 3 stories/70 feet.

As shown on the following Tables, deleted text shown in strikethrough, added text shown in bold face type, or act in any manner related thereto.

TABLE 9.4.C.1.B. MIXED-USE & COMMERCIAL BUILDING TYPES AND DESIGN STANDARDS

1. BUILDING TYPES AND DEFINITIONS			
		MIXED USE BUILDING (MUB)	GENERAL COMMERCIAL BUILDING (GCB)
1.1 DEFINITION		A building that can accommodate a variety of ground floor commercial and business uses and upper floor residential and/or office uses at a scale that is compatible and complimentary to its given district.	A building that can accommodate commercial, business, office and retail uses, at a scale that is compatible and complimentary to its given district. GC Buildings do not include residential uses.
2. LOT STANDARDS			
2.1	Lot Size (S.F.) (Min.)	Not Required	Not Required
2.2	Frontage (Min.)	50 Ft. Min.	50 Ft. Min.
2.3	Front Yard Build-To-Zone (Min./Max.)	0 Ft. / 20 Ft.	0 Ft. / 20 Ft.
2.4	Side Yard Setback (Min.)	10 Ft. (0 Ft if Common Wall)	10 Ft. (0 Ft if Common Wall)
2.5	Rear Yard Setback (Min.)	20 Ft.	15 Ft.
2.6	Outdoor Amenity Space Lot Coverage (Min.)	15%	10%
3. DESIGN STANDARDS			
3.1	Building Height (Max.)	4 Stories /40 Ft.	3 Stories/40 Ft.
3.2	Street Facing Wall Width (Min./Max.)	30 Ft. /150 Ft.	30 Ft. /100 Ft.
3.4	Street Facing Entrance	Required	Required
3.5	Maximum Building Footprint (SF)	Not Required <i>(Amended 11-14-22)</i>	Not Required <i>(Amended 11-14-22)</i>
4. ADDITIONAL STANDARDS			
4.1		One-story buildings must have a minimum street facing façade height of 18 feet.	One-story buildings must have a minimum street facing façade height of 18 feet.
4.2		Where there is a side setback, a minimum of 8 feet is required to accommodate pedestrian access or 25 feet to accommodate vehicle access to the side and rear of the property.	Where there is a side setback, a minimum of 8 feet is required to accommodate pedestrian access or 20 feet to accommodate vehicle access to the side and rear of the property.

**TABLE 9.4.C.1.B.
MIXED-USE & COMMERCIAL BUILDING TYPES AND DESIGN STANDARDS**

1. BUILDING TYPES AND DEFINITIONS			
		HOTEL (HTL)	GAS STATION AND CONVENIENCE STORE (GCR)
1.1 DEFINITION		A building type defined in Section 2 of the Zoning Bylaws.	This building type reverses the conventional site layout for gas stations with convenience store by placing the storefront along the street line and the gas pumps and canopy behind or beside. This reverse layout highlights the building, shields the pumps and canopy and pulls the curbs-cuts away from the street, creating easier access.
2. LOT STANDARDS			
2.1	Lot Size (S.F.) (Min.)	Not Required	Not Required
2.2	Frontage (Min./Max.)	75 Ft. Min.	100 Min. / 150 Ft. Max. (Per Street)
2.3	Front Yard Build-To-Zone (Min./Max.)	20 Ft. Min.	5 Ft. Min./15 Ft. Max. (Per Street)
2.4	Side Yard Setback (Min.)	10 Ft.	20 Ft.
2.5	Rear Yard Setback (Min.)	20 Ft.	30 Ft.
2.6	Outdoor Amenity Space Lot Coverage (Min.)	15%	10%
3. DESIGN STANDARDS			
3.1	Building Height (Max.)	5 Stories /50 Ft.	1.5 Stories / 24 Ft.
3.2	Street Facing Wall Width (Min./Max.)	30 Ft. / 150 Ft.	30 Ft. / 60 Ft.
3.4	Street Facing Entrance	Required	Required
3.5	Maximum Building Footprint (SF)	Not Required (<i>Amended 11-14-22</i>)	4,000 S.F. 6,000 S.F.
4. ADDITIONAL STANDARDS			
4.1			A maximum of 6 gas pumps are allowed and must be located behind or beside the convenience store and have two means of access and egress.
4.2			Gas station canopies should be designed as an integral part of the store architecture whenever possible.

**TABLE 9.4.C.1.C.
INDUSTRIAL AND COMMUNITY BUILDING AND DESIGN STANDARDS**

1. BUILDING TYPES AND DEFINITIONS			
		FABRICATION OR FLEX BUILDING (FFB)	CIVIC OR COMMUNITY BUILDING (CB)
1.2 DEFINITION		A building located and designed to accommodate a variety of fabrication, trades and general industrial uses and related support services such as office, storage, distribution, and sales. Flex buildings also support these uses and provide affordable space to small and creative business enterprises.	A building located and designed for public use and/or assembly such as for municipal, social, religious, educational, recreational, and similar civic uses.
2. LOT STANDARDS			
2.1	Lot Size (S.F.) (Min.)	Not Required	Not Required
2.2	Frontage (Min.)	50 Min.	80 Min.
2.3	Front Yard Build-To-Zone (Min./Max.)	0 Ft. / 30 Ft.	20 Ft. Min.
2.4	Side Yard Setback (Min.)	20 Ft (0 Ft if Common Wall)	15 Ft
2.5	Rear Yard Setback (Min.)	20 Ft	20 Ft
2.6	Outdoor Amenity Space Lot Coverage (Min.)	10%	20%
3. DESIGN STANDARDS			
3.1	Building Height (Max.)	4 Stories / 60 Ft	3 Stories / 45 Ft
3.2	Street Facing Wall Width (Min./Max.)	60 Ft. / 100 Ft.	60 Ft. / 100 Ft.
3.4	Street Facing Entrance	Required	Required
3.5	Maximum Building Footprint (SF)	Not Required (<i>Amended 11-14-22</i>)	Not Required
4. ADDITIONAL STANDARDS			
4.1		Where there is a side setback, a minimum of 8 feet is required to accommodate pedestrian access or 25 feet to accommodate vehicle access to the side and rear of the property.	The maximum height for municipal buildings, including fire stations and police stations, notwithstanding Design Standard 3.1 above, shall be 3 stories/70 feet.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 25: (Amend Zoning Bylaws: Municipal Buildings and Uses)

To see if the Town will vote to amend the Zoning Bylaw by adding the following new Section 6.2.H:

The dimensional requirements for all municipal buildings and uses, including fire stations and police stations, set forth in this bylaw, including but not limited to setbacks, height, lot size, frontage, lot coverage, impervious coverage, open space, building size or footprint, buffer zones, and other dimensional requirements, including but not limited to, the provisions of Table 2, Dimensional and Density Regulations; Table 9.4.C.1.C; Sections 9.2.C and 10.2.E.3 Transitional Buffer Requirements, may be reduced by special permit from the Planning and Economic Development Board. This provision does not include relief from any parking space dimensional requirements. In determining whether to grant a special permit under this section, the Board shall consider the following factors: whether the proposal provides for better site design; whether the proposal serves the public interest; whether the proposal will create any undue impacts on abutting properties; whether the proposal increases the protection of wetlands and other sensitive environmental areas; and whether the proposal helps to protect important topographical features and reduce land disturbance, filling, and cutting.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 26: (Amend Zoning Bylaws: Housekeeping)

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

1. Amend Section 3.4.H.2 and Section 3.5.4.J.4 as follows:

If a proposed activity or use requires administrative site plan review and one or more special permits, the **Special Permit Granting Authority** ~~Planning and Economic Development Board~~ shall serve as the **Administrative Site Plan Review Team**. ~~permitting granting authority for all, except for special permits under Section 5.5 Nonconforming Uses and Structures.~~ **Notwithstanding anything to the contrary in this bylaw, the deadline for acting on the Administrative Site Plan application shall be the same deadline as for the related special permit.**

2. Add a new Section 5.6.5.K (Multi-Family Overlay District) as follows:

K. Any person aggrieved by the Board's decision may appeal to the court within 20 days of the date the decision is filed with the Town Clerk, as provided in G.L. c. 40A, §17.

3. Amend Section 7.2.4.C.4 as follows:

The front faces of internally illuminated channel letter type signs shall have non-clear surfaces such that the ~~neon tubing~~ **light source** is not directly visible.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 27: (Citizens' Petition: Increase Elderly Property Tax Exemption (Clause 41C))

To see if the Town will vote to increase the amount of the elderly exemption authorized under Massachusetts General Laws Chapter 59, Section 5, Clause 41C, as amended, by raising the maximum annual exemption granted to eligible seniors from \$1,000 to \$2,000, said increase to be effective for any fiscal year beginning on or after July 1, 2026; or take any other action relative thereto.

CITIZENS' PETITION

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 28: (Citizens' Petition: Increase Senior Property Tax Work-Off Program Maximum Benefit)

To see if the Town will vote to increase the maximum reduction of the real property tax bill that may be earned by a participant in the Senior Property Tax Work-Off Program, pursuant to Massachusetts General Laws Chapter 59, Section 5K, from \$1,500 to \$2,000 per fiscal year; and further to authorize a corresponding increase in the maximum number of service hours necessary to earn said reduction (approximately 133.3 hours at the current Massachusetts minimum wage of \$15.00 per hour); said changes to take effect for the program year beginning on or after July 1, 2026; or take any other action relative thereto.

CITIZENS' PETITION

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 29: (Citizens' Petition: Flexible Participation Within Budget Cap – Senior Property Tax Work-Off Program)

To see if the Town will vote to amend the Senior Property Tax Work-Off Program, established pursuant to Massachusetts General Laws Chapter 59, Section 5K, by authorizing the Town to permit additional participants beyond the base number authorized for the program year, provided that the total value of tax credits earned under the program in any fiscal year shall not exceed the amount

appropriated or otherwise budgeted for said program for that year; and further to authorize the administering authority to adjust the number of participants and service hours accordingly to remain within said budgeted amount; provided, however, that nothing herein shall be construed to guarantee any individual participant the maximum number of service hours or tax credit in any given year; or take any other action relative thereto.

CITIZENS' PETITION

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 30: (Citizens' Petition: Phased Expansion of Senior Property Tax Work-Off Program Participants)

To see if the Town will vote to amend the Senior Property Tax Work-Off Program, established pursuant to Massachusetts General Laws Chapter 49, Section 5K, by authorizing a phased increase in the base number of participants as follows:

- Beginning with the program year commencing January 1, 2026, the maximum number of participants shall be increased by up to twenty (20) participants above the prior year's authorized level in any year in which the program is fully subscribed, as determined by the administering authority;
- Provided, however, that the total base number of authorized participants shall not exceed two hundred (200) participants in any fiscal year;
- And further provided that implementation of any such annual increase shall be subject to available departmental capacity, program funding, and administrative feasibility, as determined by the Town;
- Nothing herein shall be construed to require the Town to increase participation in any year in which the program is not fully subscribed or adequately staffed;
- Or take any other action relative thereto.

CITIZENS' PETITION

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

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

Given under our hands in Medway, this ____ day of April 2026.

A TRUE COPY:

TOWN OF MEDWAY SELECT BOARD

Todd Alessandri, Chair

Dennis Crowley, Vice Chair

Maryjane White, Clerk

Frank Rossi, Member

Glenn Trindade, Member

ATTEST: _____
Paul Trufant, Constable

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



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, Town Manager
Selectboard

From: Bridget R. Graziano, Conservation Agent

Subject: 17 Colonial Road

Date: March 11, 2026

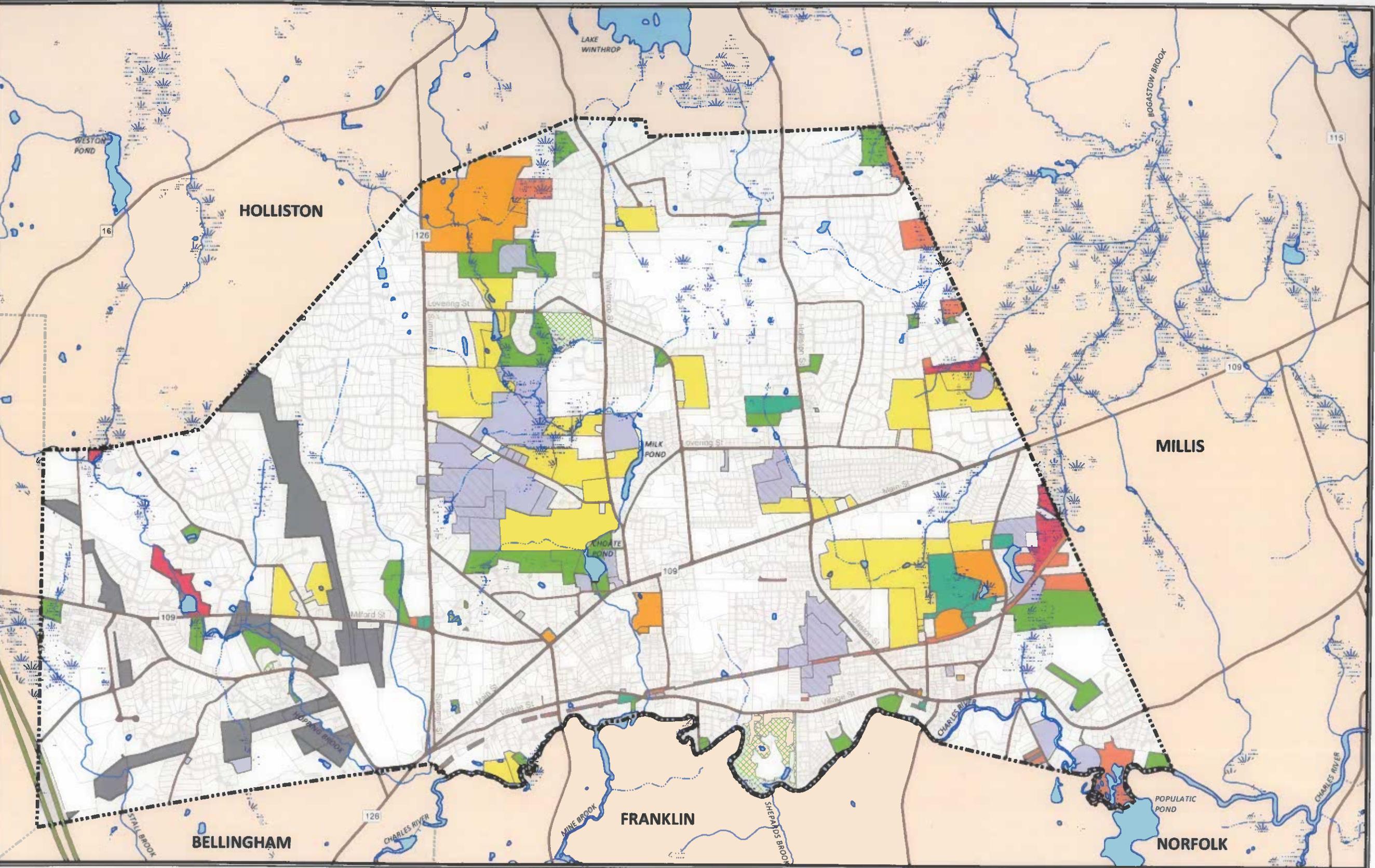
The parcel known as 17 Colonial Road, Assessor's parcel No. 02-023, was acquired by the Town in 1977 by tax foreclosure recorded at the Norfolk County Registry of Deeds at Book 5367, page 714, consisting of approximately 9.8 acres of land. The parcel is currently listed in the Assessors Database under the care and custody of the Conservation Commission. However based on recent research there is not evidence that this property was ever transferred to the Conservation Commission. It is unknown to our office why this was listed as under the care and custody of the Conservation Commission.

Based on this information, our office has submitted a warrant article to place this parcel into the care and custody of the Conservation Commission for open space, conservation, and passive recreational purposes. This request was made by our office based on criteria.

- Within the open space and recreation plan for parcels to assist in creating trails to reach Possibility of the goals of our trails connecting with Weekakeening
- Very Limited ability for development
- Majority of the parcel has wetland resources on or abutting requiring protection
- Within the Chicken Brook Corridor
- Confirmed there are no additional development plans for the Town on this parcel

Attached is a GIS map of the area, so you can see the parcels and the Chicken Brook Corridor and other parcels under the control of the Town of Medway.

Thank you.



1 MILES

Water Bodies & Features

Shoreline

Limited Protection Land

Municipal Schools, Parks, Recreation, Fields

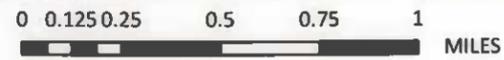
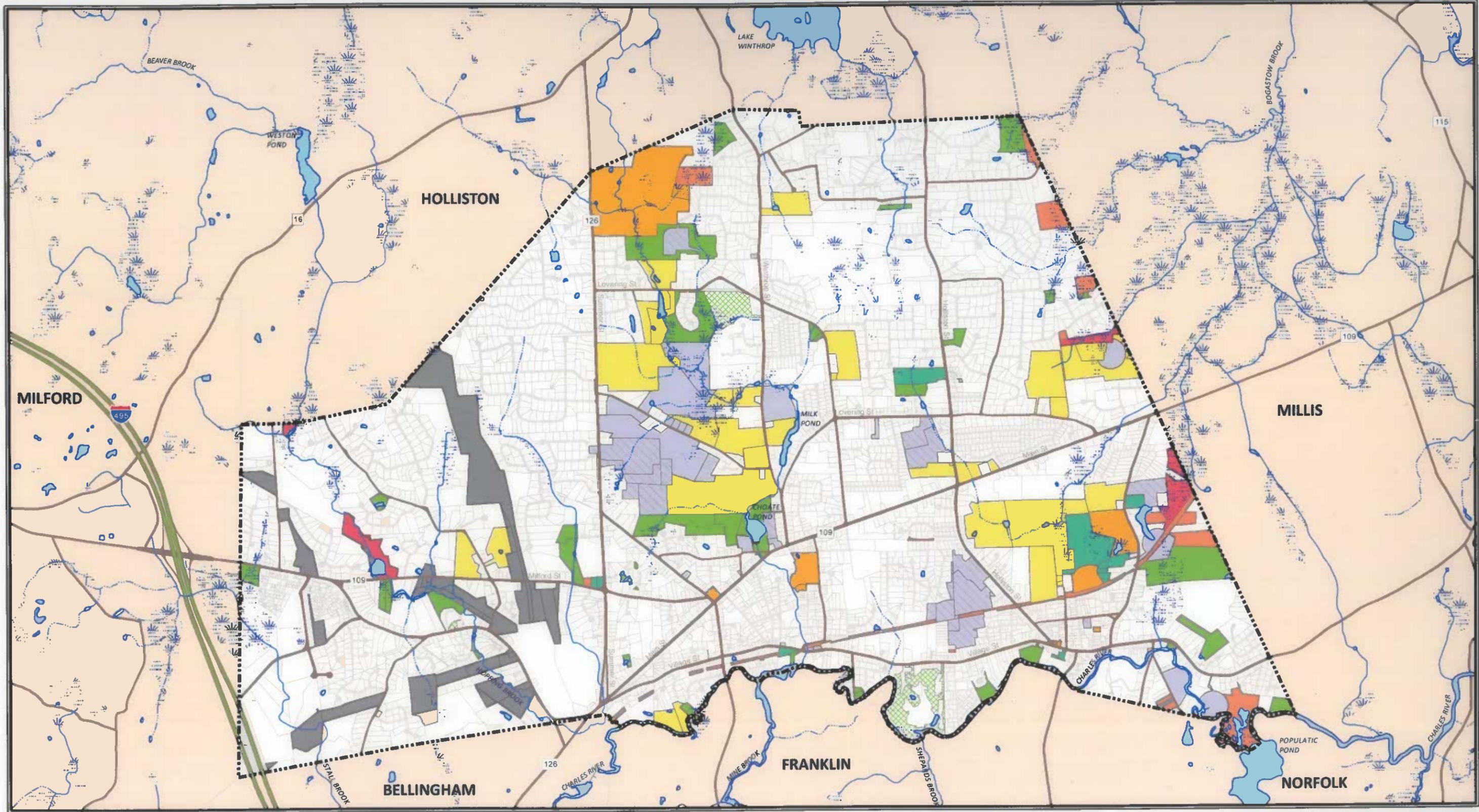
Protected Lands

Federal

Non-Profit

Utilities

Land by



DATA SOURCES:

MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP ON THE "MASSGIS DATA SOURCES" APPENDIX
 MEDWAY ASSESSING, 10/2017
 MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



Water Bodies & Features

- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

Limited Protection Land

- Municipal Schools, Parks, Recreation, Fields
- Conservation Restriction
- Conservation
- Municipal
- Chapter 61, 61A, 61B

Protected Lands

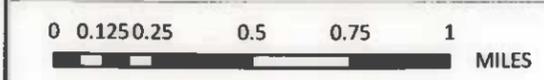
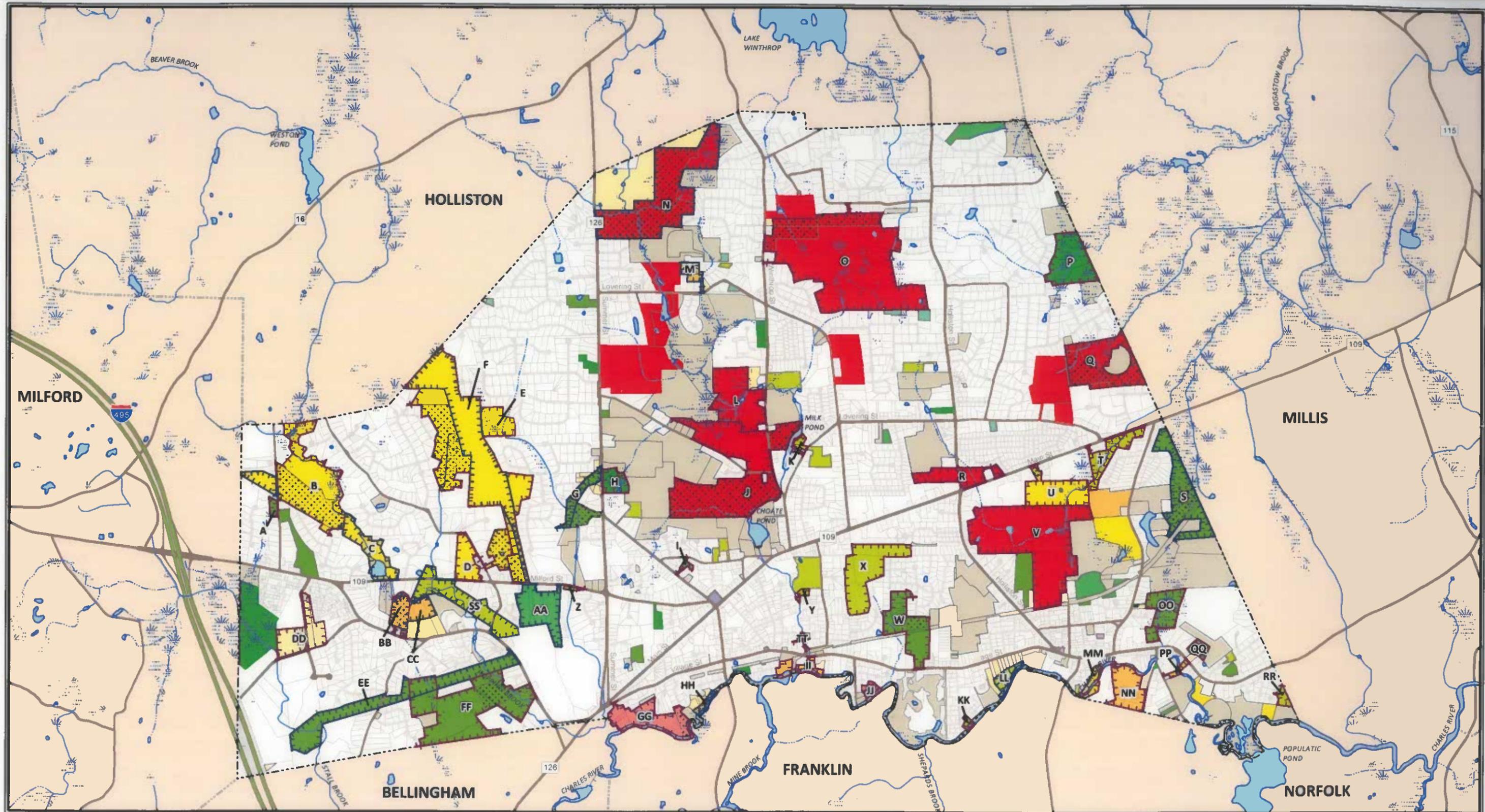
- Conservation Restriction
- Conservation
- Municipal
- Chapter 61, 61A, 61B

Unprotected Land

- Federal
- Non-Profit
- Utilities
- Municipal Vacant
- Municipal Buildings & Facilities

Land by Level of Protection

TOWN OF MEDWAY
 MAY 31, 2018



DATA SOURCES:
 MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP ON THE "MASSGIS DATA SOURCES" APPENDIX
 MEDWAY ASSESSING, 10/2017
 MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



Water Bodies & Features

- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

Municipal & Conservation Land

Land of Conservation or Recreation Interest

Land of High Interest

Critical Parcel(s) to Cluster

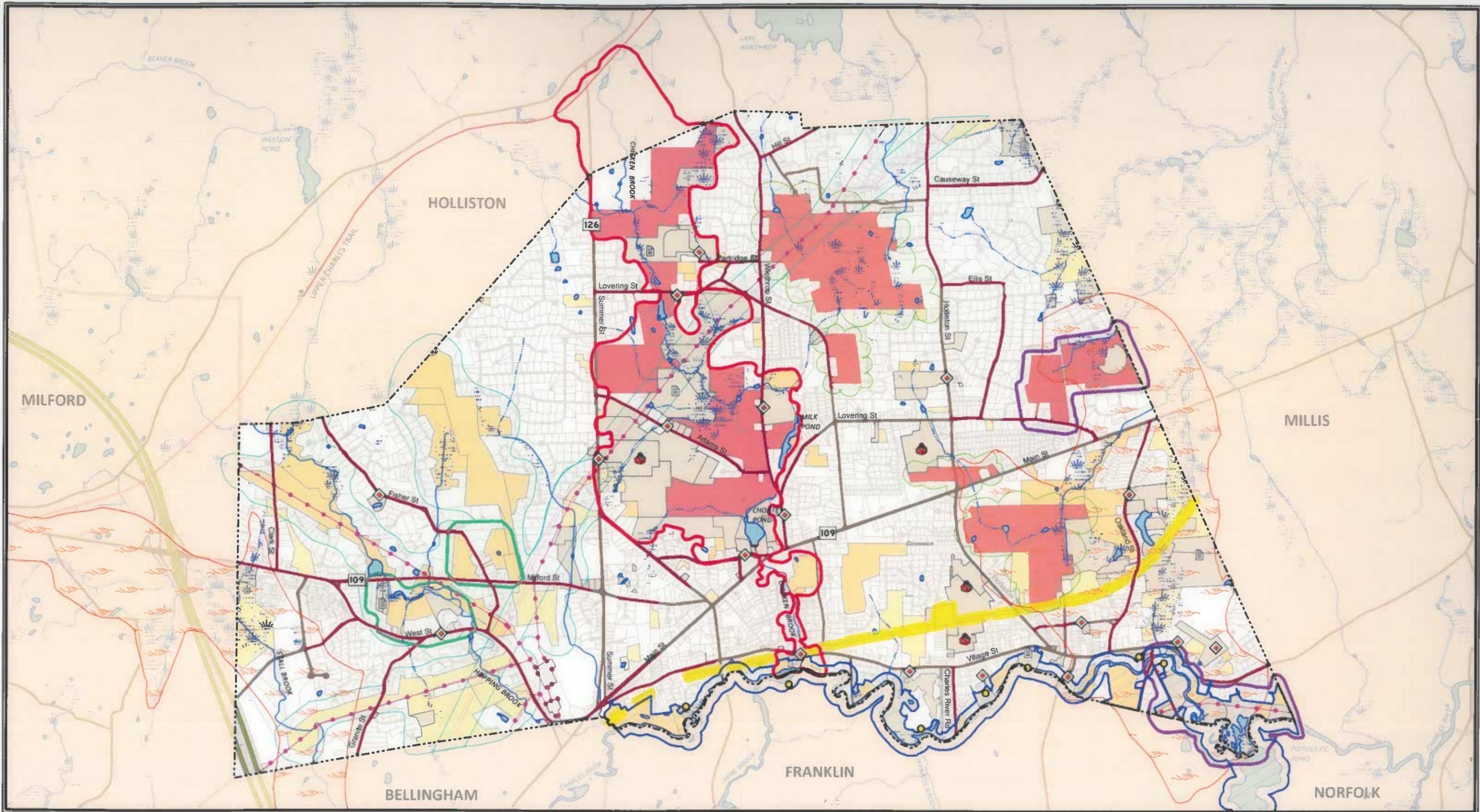
Land for Purchase or Gift

Land for Easement(s)

1 Land of Interest by Criteria 10

Land of Conservation and Recreation Interest
 by Cluster and Evaluation Criteria

May 31, 2018



DATA SOURCES:
 MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP ON THE "MASSGIS DATA SOURCES" APPENDIX
 MEDWAY ASSESSING, 10/2017
 MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



- Municipal & Conservation Land
- Private Land of Conservation or Recreation Interest⁽¹⁾
- Land of Interest
- Land of Moderate Interest
- Land of High Interest
- Water and Wetland Resources**
- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

General Action Plan Items and Ideas

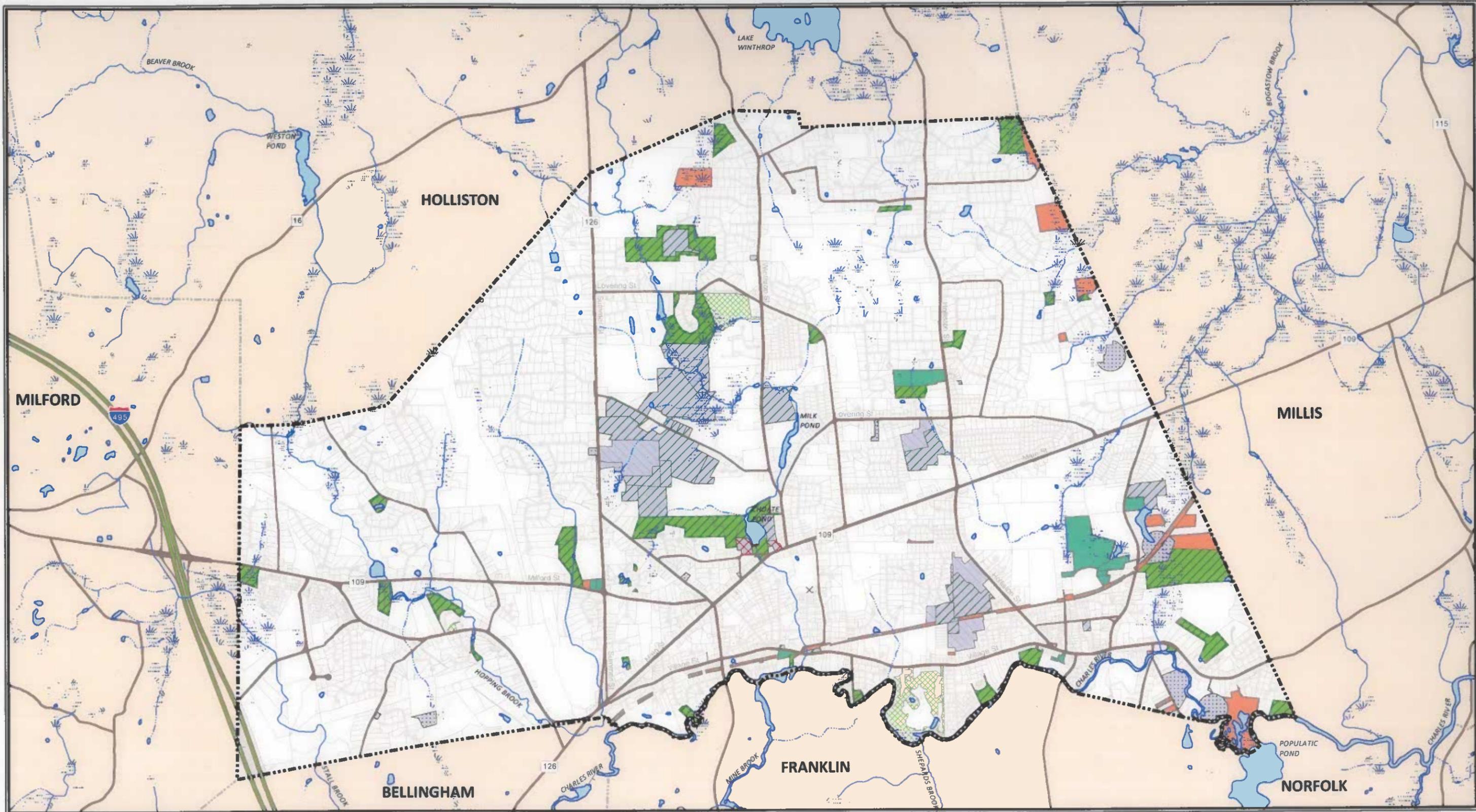
- Continue to Enhance and Extend Chicken Brook Corridor
- Develop Charles River Protection and Form Greenway
- Protect Water and Wetland Resources
- Expand Well Protection Zones and Evaluate Trail Options
- Review Conflicting Zoning for Smart Growth & Development⁽²⁾
- Protect Wildlife Corridor and Evaluate Trail Connection Options⁽²⁾
- Develop Open Space Educational Programming
- Prepare Land Management Plans
- Create Charles River Access Points
- Develop Wayfinding, Trail Mapping, Parks, and Open Space Information
- Study Options for West Medway Park
- Improve Existing and Construct New Sidewalks for Connectivity
- Study Potential for Rail Trail

⁽¹⁾ Colors of underlying layers (1) may be slightly altered by the transparent shade of overlying layers (2)

7 Year Action Plan*

August 14, 2018

*This Map is intended to be illustrative and does not represent all Action Items outlined in the OSRP Plan, but rather the overarching ideas. Please see Action Plan table in OSRP for more information.



0 0.125 0.25 0.5 0.75 1
MILES

DATA SOURCES:

MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP ON THE "MASSGIS DATA SOURCES" APPENDIX
MEDWAY ASSESSING, 10/2017
MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



Water Bodies & Features

- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

Protected Lands

- Conservation Restriction
- Conservation
- Municipal

Unprotected Land

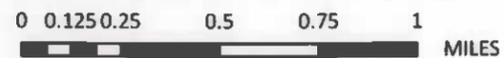
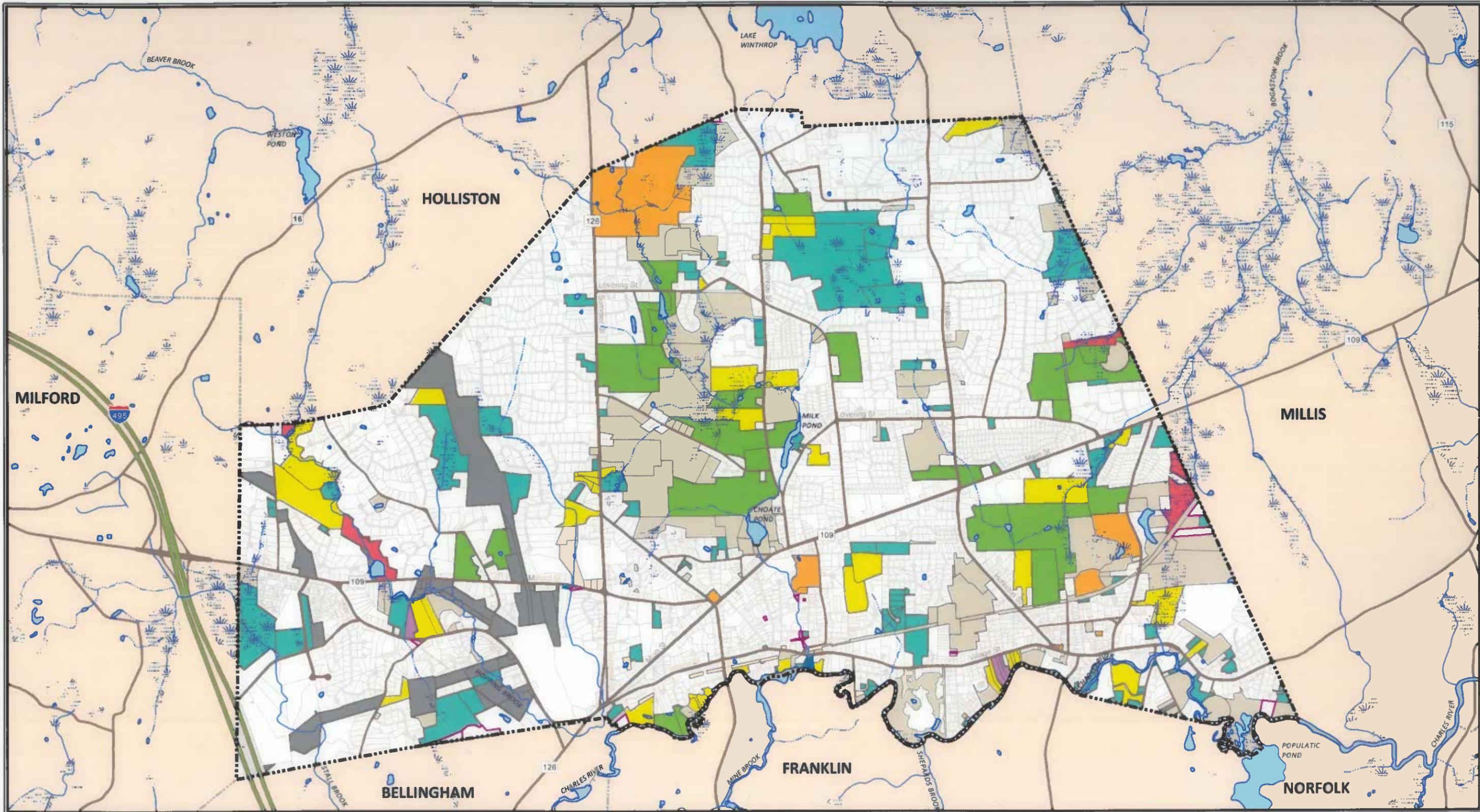
- Municipal Vacant
- Municipal Buildings & Facilities

Limited Protection Land

- Municipal Schools, Parks, Recreation, Fields
- Type of Municipal Land**
- Drainage, Well, or Water Tank Parcel
- Open Space & Recreation
- Affordable Housing Trust
- Historic Preservation

Town Owned Land and Level of Protection

TOWN OF MEDWAY
MAY 31, 2018



DATA SOURCES:

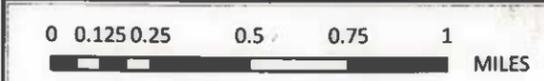
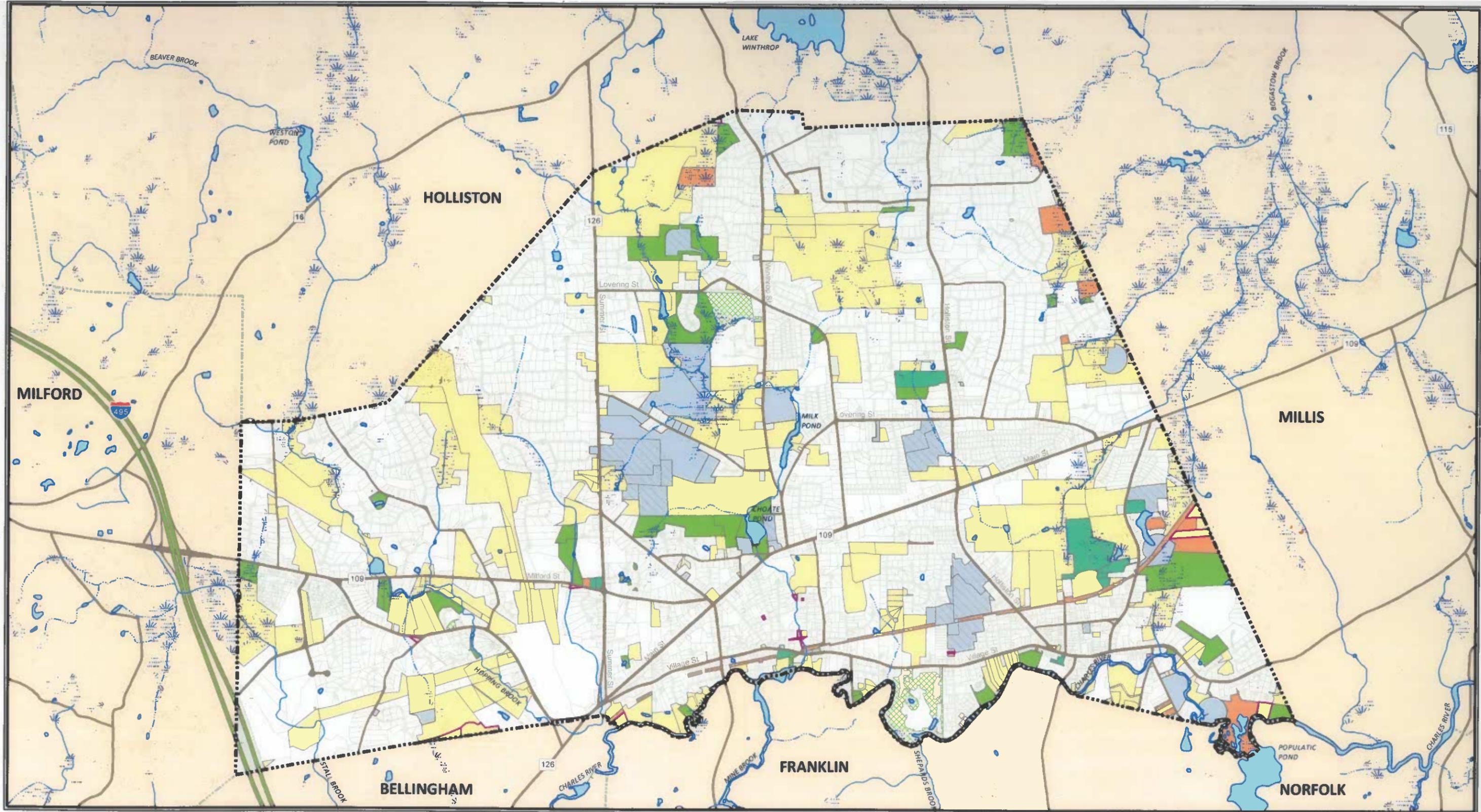
MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP ON THE "MASSGIS DATA SOURCES" APPENDIX MEDWAY ASSESSING, 10/2017
 MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



**Land of Conservation
and Recreation Interest**

TOWN OF MEDWAY
MAY 31, 2018



DATA SOURCES:
 MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP ON THE "MASSGIS DATA SOURCES" APPENDIX
 MEDWAY ASSESSING, 10/2017
 MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



Water Bodies & Features

- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

- Land of Conservation and Recreation Interest**
- Land of Conservation and Recreation Interest
 - Land of Interest Owner Unknown
- Protected Lands**
- Conservation Restriction
 - Conservation
 - Municipal

- Unprotected Land**
- Municipal Vacant
 - Municipal Buildings & Facilities
- Limited Protection Land**
- Municipal Schools, Parks, Recreation, Fields

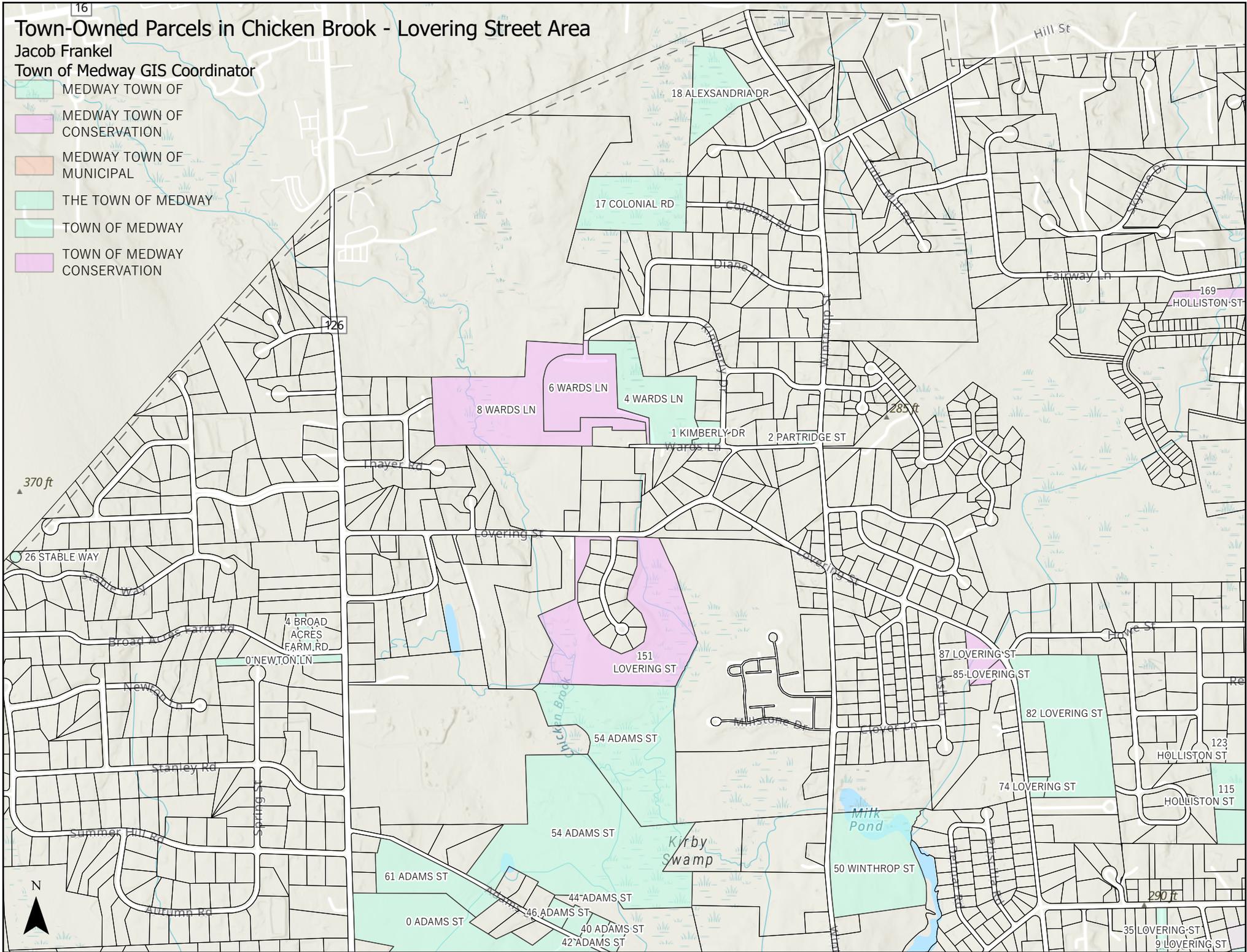
Land of Conservation and Recreation Interest

TOWN OF MEDWAY
MAY 31, 2018

Town-Owned Parcels in Chicken Brook - Lovering Street Area

Jacob Frankel
Town of Medway GIS Coordinator

- MEDWAY TOWN OF CONSERVATION
- MEDWAY TOWN OF CONSERVATION
- MEDWAY TOWN OF MUNICIPAL
- THE TOWN OF MEDWAY
- TOWN OF MEDWAY
- TOWN OF MEDWAY CONSERVATION



AGENDA ITEM

#5

**Approval of Minutes:
February 17, 2026**

Associated back up materials are attached:

- *Draft February 17, 2026 Minutes*

**Select Board Meeting
February 17, 2026, 7:00 PM
Sanford Hall, Town Hall
155 Village Street**

Present: Todd Alessandri, Chair; Frank Rossi, Member; Glenn Trindade, Member.

Members Absent: Dennis Crowley, Vice Chair; Maryjane White, Clerk.

Staff Present: Michael Boynton, Town Manager; Allison Potter, Assistant Town Manager; Nolan Lynch, Deputy Director of Department of Public Works; Joyce Sheehan, Human Resources Manager; Derek Kwok, Health Director; Barbara Saint Andre, Director of Community and Economic Development; William Kingsbury, Chief of Police

At 7:00PM, Mr. Alessandri called the meeting to order and led the pledge of allegiance.

Public Comments

Pam Cobb, 14 Kimberly Drive, addressed the Select Board to request a review of the Town’s current policy regarding reimbursement for mailboxes destroyed by Town snowplows. Ms. Cobb noted that the policy was originally established in 2001 and was last reviewed in 2018. She stated that the current reimbursement amount of \$50.00 is no longer adequate given the rising costs of labor and materials. Mr. Rossi suggested investigating the matter further and adding it as an agenda item to a later meeting. Mr. Boynton said he will review the policy and do an analysis comparing present-day costs.

Mr. Boynton introduced Joyce Sheehan as the Town’s new Human Resources Manager. Ms. Sheehan shared that she brings 10 years of human resources experience to the position and expressed her appreciation for the opportunity to work for the Town of Medway, a community in which she has lived for nearly 30 years.

Approval: Inter-municipal Agreement with Millis for Public Health Nurse

The Board Reviewed the memo from the Board of Health Director and the Inter-municipal Agreement

Derek Kwok, Health Director, presented an Inter-Municipal Agreement with the Town of Millis to share public health services, specifically for a public health nurse position. Under the agreement, the nurse would be employed by the Town of Millis, with Medway responsible for 50% of the employees’ hours and associated costs. Kwok explained that Millis initiated the discussion after experiencing difficulty recruiting applicants for a part-time public health nurse position, which currently offers only 10–15 hours per week. By partnering with Medway, this position could be increased to approximately 30 hours per week, with the employee’s time divided between the two municipalities. Mr. Kwok noted that the agreement has been reviewed by legal counsel and that funding has been accounted for in the budget. He stated that Millis has an established pay scale based on the previous public health nurse position, ranging from \$37.47 to \$46.85 per hour, including benefits. At the highest rate, the annual cost would be approximately \$50,256, while the lower end would be approximately \$42,939. Mr. Alessandri asked when the position would begin. Mr. Kwok responded that recruitment would begin in July, with the position included in the FY27 budget. Mr. Alessandri also asked whether 30 hours per week would meet the Town’s needs. Mr. Kwok replied that the arrangement would enhance the level of service currently

52 available. Rossi asked what responsibilities the public health nurse would have. Mr. Kwok explained that
53 the nurse would assist with monitoring communicable diseases through a state-run reporting system,
54 support vaccination efforts in the fall, and provide services at the Senior Center, including conducting
55 home visits for residents in that community.

56
57
58 **Mr. Rossi moved the Board approve the inter-municipal agreement with the Town of Millis for a**
59 **public health nurse as discussed and authorize the Chair to execute it, seconded by Mr. Trindade.**
60 **VOTE: 3-0-0.**

61
62
63 **Approval: Right of Way Permit for Hoag Woods Sign at 116 Winthrop Street**

64 *The Board reviewed the two layout sketches, proposed sign, and the Wenakeening Woods sign example*

65
66 Paul Atwood, treasurer of the Upper Charles Conservation Land Trust, is leading this project through this
67 organization. He introduces his application of a free-standing sign for the Hoag Woods trail located at 116
68 Winthrop St. This is an entrance sign to publicize the public access trail; he wants it to be visible from
69 either side of traffic. The Zoning Bylaw does not allow a free-standing sign within 10 feet from the edge
70 of the right of way. He adds that Winthrop Street is 60 feet wide, with 20 feet of the right of way
71 beginning on this property, meaning his sign would have to be almost 30 feet into the property. For the
72 sign to be visible from the roadway, he asks the Select Board for permission for the sign to be constructed
73 in the right of way. The UCCLT have used similar signs in Holliston on major property the Trust
74 controls. The sign height is at 8 feet, so it is visible in both directions of the road and at large distances.
75 He is taking his application to the Zoning Board of Appeals because the Zoning Bylaw prohibits the sign
76 being greater than 6 feet in height. He has already gone in front of the DRC, and they approved the sign
77 design, adding they thought it was fitting for AR-1 district. Mr. Rossi asks how many acres are on this
78 property. Mr. Atwood responds that there are 15.5 acres including the pond, but it has mostly woods. He
79 plans on removing the old tennis court that is partially on property. Other than that there are no pre-
80 existing structures. He adds that kiosks will be adjacent to the parking lot, and they will hold maps
81 showing the trails and ponds located at this site. Mr. Rossi asks if there were trails put on the property,
82 Mr. Atwood says he did add some trails onto this property previously. He has not needed any boardwalks
83 or bridges for going over wetlands – but this was his main project before signage for this property. Mr.
84 Trindade mentions that this land was donated by the Hoag family, and it was always their mission to
85 donate the land to the town for this exact purpose of adding trails in Medway.

86
87 **Mr. Rossi moved that the Board approve the right of way permit for a Hoag Woods Sign to be**
88 **placed at 116 Winthrop Street as requested, seconded by Mr. Trindade. VOTE: 3-0-0.**

89
90
91 **Approval: Two Affordable Housing Local Action Units, 56 Summer St**

92 *The Board reviewed the memo and local action unit application*

93
94 Barbara Saint Andre, Director of Community and Economic Development, explains that the Town of
95 Medway has an inclusionary Zoning Bylaw. She explains when developing a multi-family housing
96 complex of six units or more, you are required to contribute to affordable housing. There is a formula that
97 decides how many units need to be affordable units in a development. Fifty-six Summer Street, also
98 known as Mockingbird Lane, has sixteen units total, two of which need to be affordable housing units. In
99 the local inclusionary Zoning Bylaw, these units are known as Local Action Units (LAU), not a 40 B unit.
100 Under the Local Initiative Program (LIP), the LAU application comes from the Town and must be
101 approved by the Affordable Housing Trust and the Select Board. If it gets approved by the Trust and
102 Board, it can then be forwarded to the Executive Office of Housing and Livable Communities for

103 approval. Once the approval process is completed, the developers will construct the housing and there
104 will be a regulatory agreement between EOHLC, the Town and the Developer. When the units are sold by
105 the developer, the affordable units will be priced according to the agreement and only after they have
106 been marketed according to the fair marketing plan to eligible buyers. There is a deed rider attached to the
107 affordable unit deed, and once everything has been recorded, the Town can apply to the state to get the
108 LAU approved for our subsidized housing inventory. This inventory is the listing the state keeps to
109 determine whether the town is over or under the 10% affordable housing index. This percentage, if 10%
110 or over, helps the town avoid more unfavorable 40B housing being developed. The Affordable Housing
111 Trust has already approved these units at a prior meeting, so it is now before the Select Board to be
112 approved. Mr. Rossi asks about the development – 6 units are duplexes; 4 units are multi-family housing.
113 Ms. Saint Andre clarifies that there is one quadplex, and the rest are duplexes. Mr. Rossi asks out of the
114 16 units, is it 25% that is the restricted for affordable housing. Ms. Saint Andre states that for a
115 comprehensive permit it is 25%, but under the Town’s inclusionary Bylaw, it is a sliding scale, so the
116 higher number of units also increases the percentage of affordable units. For example, 12 units need 10%
117 affordable housing units while 17 units need 12% of the units to be affordable housing units. The way the
118 formula works for Mockingbird Lane is to have two affordable units. Mr. Rossi asks if the buyers of these
119 units must produce their income in order to have the lower cost of the units, and if they are allowed to
120 stay in the affordable unit if change to their income arises, such as getting married or a higher paying job.
121 Ms. Saint Andre answers that there is a process for income verification for these units, and since they are
122 ownership units, the buyers do not have to produce their new income to stay in the affordable unit.
123 Instead, when the unit gets sold the amount you can sell it for is controlled by a formula, and the unit can
124 be bought as an affordable unit again by another eligible buyer. Mr. Rossi asks if it is typical to see a
125 lower fee on the affordable units found in condos, Ms. Saint Andre answers that it is typical, but the rate
126 depends on the development. Mr. Boynton adds that this is typical to see, but it is not resolvable because
127 it is a part of the affordable housing structure; it becomes an equity issue due to the comparison of other
128 units in the same development. Mr. Trindade contributes that there were similar issues with previous 40B
129 developments, where when eligible buyers first bought affordable units, over the years got out of financial
130 hardship and while they continued to pay the affordable unit price, their neighbors who pay full price
131 think they should have to pay the higher unit pricing. He clarifies that these are state rules, and the Town
132 cannot change these laws surrounding eligible buyers.

133
134

135 **Mr. Trindade moved that the Board approve the local action unit application for two affordable**
136 **housing units to be created as park of the Mockingbird Lane 16- unit multi-family housing**
137 **development at 56 Summer Street and authorize the Chair to execute it. Seconded by Mr. Rossi**
138 **VOTE: 3-0.**

139
140

141 **Close the 5/11/2026 Special and Annual Town Meeting Warrants; Refer Zoning Articles to the**
142 **Planning and Economic development Board; Review Proposed Article for Police Dept Civil**
143 **Fingerprinting Bylaw.**

144 *The Board reviewed the draft special and annual Town Meeting Warrants and the proposed*
145 *Fingerprinting Bylaw*

146

147 Mr. Boynton states one of the new warrant articles is about exceeding height restrictions in the central
148 business district for municipal purposes. The proposed design of the new Fire Station shows a training
149 tower that is taller than the current Bylaw allows. Another issue that came up in the design process is a
150 provision in the Zoning Bylaw that relates to buildings in the Central Business district abutting a
151 residential zone. The new municipal complex proposes a structure that is within the 75’ buffer to abutting
152 neighbors. He wants to absolve that building from the dimensional tables in the Zoning Bylaw. The

153 Planning Board is ready to schedule the Public Hearing; he asks for the Select Board to refer this article to
154 the Planning Board to consider it as part of their public hearing process.

155
156 **Mr. Trindade moved that the Board add the municipal buildings and uses article to the May**
157 **Annual Town Meeting warrant and forward it to the Planning and Economic Development Board**
158 **for their review and recommendation, seconded by Mr. Rossi. VOTE 3-0-0.**
159

160 Chief Willam Kingsbury introduces the new Civil Fingerprinting Bylaw. He informs the Board that the
161 Criminal Justice Information Board, which is run by the Department of Justice and the FBI, has changed
162 its regulations and the Town has to meet them. The Police Department was audited last year and one of
163 the changes to be made is to follow Mass General Law, Chapter 6, Section 172B 1/2, which is to charge
164 for fingerprints for civil licenses. This fee is \$30.00, and it goes to the state. The civil licenses this Bylaw
165 refers to are managers of alcohol and beverage licenses, dealers of secondhand articles, pawn dealers, ice
166 cream truck vendors, and motor vehicle dealers. Mr. Alessandri asks why they require ice cream truck
167 vendors to be fingerprinted but not other food truck vendors. Chief Kingsbury responds that that is what
168 the state requires, but they can ask Mr. Kwok about writing in the Town Bylaw, that other food vendors
169 need to be included to operate, and the Board can choose if they want to add other regulations to the
170 Bylaw. Mr. Alessandri recommends that they should make the change before they vote on the motion to
171 approve this Bylaw. Mr. Boynton recommends closing the warrants so the pre-existing articles can go to
172 Town Counsel to be reviewed for accuracy. Mr. Alessandri wants to revisit this article when Ms. White
173 and Mr. Crowley are present.

174
175 **Mr. Rossi moved that the Board close the May 11, 2026, Special and Annual Town Meeting**
176 **warrants and refer the zoning articles to the Planning and Economic Development Board for**
177 **review and recommendation, seconded by Mr. Trindade. VOTE: 3-0-0.**
178

179
180 **Discussion: Senior Cost Saving Programs, including Tax Work Off Program**

181
182 Mr. Boynton said folks in town have been asking what is going on with senior cost saving programs. He
183 had the opportunity to sit in on a Council on Aging meeting where this was discussed. There was concern
184 about ability to get hours with departments they currently work in. He adds that the Select Board will
185 have to work with the COA and other boards looking for some relief. He adds that they work well with
186 the volunteers for the program and the Town has about 80 seniors participating, with a waiting list of
187 about 10 people to become part of the program. He asked the COA to come up with different ways to
188 involve seniors with tasks that can benefit the community. One idea that was brought up was the “Are
189 You Okay Program”, where seniors check in on other seniors around town. Participants can be located at
190 the senior center for more convenience to those who would benefit from this program. He wanted the
191 Board to know that, based on his conversations with COA members, he is serious about helping seniors
192 find meaningful and beneficial ways to be more involved. He wants to understand the cost and the need
193 for more programs that seniors can benefit from and to identify the problem to find a way to resolve it.
194 The senior work off program is under the jurisdiction of the Select Board, and they can set the limits of
195 work, and the opportunity presents itself now. Mr. Boynton plans to meet with Charlie Myers to talk more
196 about these ideas. He wanted to bring this in front of the Board now so they can familiarize themselves
197 with the ideas. Mr. Trindade says he agrees that this is a good plan to reevaluate how the seniors can get
198 more involved. He explains that seniors can voluntarily enroll in the program, and the opportunity to earn
199 \$1,500 for completing 100 hours of work is appealing to many in the community. However, there is no
200 guarantee that participants will complete all 100 hours. When seniors do not fulfill their full commitment,
201 they are paid only for the hours they work, meaning the total allocated funds are not fully used. Mr.
202 Alessandri points out that this creates a challenge, when some participants do not complete their hours, it
203 limits opportunities for other seniors who are interested in joining the program. Mr. Boynton agrees and

204 says that is why he is raising the issue now—to evaluate whether the program is delivering its full
205 intended benefit. The current program budget is capped at \$120,000, which would support 80 seniors
206 working 100 hours each. However, in Fiscal Year 2025, only \$86,000 was spent. Mr. Boynton had a
207 conversation with the Town Clerk’s office about what they can do to offer more hours to the seniors. In
208 the past, the seniors helped with filing paperwork and helping with licensing, but there recently there is a
209 lack of actual paperwork, and a lot of the licensing is computerized. Mr. Trindade says he loves the idea
210 of seniors checking on seniors, he adds that the tax burden can be hard for people on a fixed income, so
211 any way to benefit this community he is in support of. Mr. Rossi clarifies that the Board is looking for
212 more opportunities for seniors to be able to work and to start looking at departments to come up with
213 ideas. Mr. Boynton says that, at the moment, this was brought to the Board as a citizen petition to be at
214 Town Meeting, but, respectfully, the petition does not fall under Town Meeting’s jurisdiction. Mr. Rossi
215 asks Mr. Trindade if working at the Community Farm counts towards the work off program. Mr. Trindade
216 responds that he does not believe so because the program is only for municipal functions, but if it was
217 allowed, the farm board would find ways for seniors to participate. Mr. Alessandri says that they are
218 looking for places with potential opportunities and they need to make sure what the cost would be so there
219 is not a deficit to the Town. He would like a sense of where they would be today and if they make the
220 changes, what would the impact be. Ultimately, he is in support of expanding the program. Mr. Rossi
221 suggests putting it aside for a future agenda item. Mr. Alessandri asks if Mr. Boynton has a timeline of
222 when he can get the financial impacts and feedback from the departments as opportunities. Mr. Boynton
223 responds he hopes to put it as an agenda item for the March 2, 2026, Select Board meeting. He will send
224 the four articles to Town Counsel to discuss any issues. He suggests that there might need to be a special
225 meeting to make sure it makes it to the warrant. The board does not want to rush these articles if they are
226 put on for the March 2nd meeting. A special meeting on March 30th was suggested.

227
228

229 **Approval: January 20, 2026 and February 2, 2026 Draft Minutes**

230 *The Board reviewed the January 20, 2026, and February 2, 2026, Draft Minutes*

231
232

233 **Mr. Trindade moved the Board approve the amended minutes of January 20, 2026**

234 **Vote: 3-0-0.**

235
236

The Board continued the February 2, 2026, Draft Minutes to the March 2, 2026, meeting.

237
238

239 **Action Items from Previous Meeting**

240 *The Board reviewed December 1, 2025, Action Item List*

241
242

243 **Town Manager’s Report**

244 *There were no back up materials for the Board to review.*

245
246

Mr. Boynton informed the Board that the School Department requested repairing of the Memorial-Burke School rear parking lot. However, Mr. Lynch was asked to do an assessment of the Schools’ current parking lots and he found that the McGovern School was in worse shape and in need of an immediate repair of the entrance lot. Mr. Lynch tells the Board that the initial foundation at the McGovern School is a clay base and is causing detrimental impacts to the entire parking area, while the Memorial-Burke School only needs resurface work. Mr. Boynton said he needs to speak with the Superintendent of Schools to move the McGovern School repaving higher on the priority list. There is a price difference between the two schools. Memorial-Burke was going to be less expensive, but the McGovern School

254 needs more intense work. Mr. Boynton says that they will be able to work with the estimates they have
255 received, without having to increase the capital spending.

256
257 Mr. Boynton stated that he expects to have the Tri-County tuition prices before the February 28, 2026,
258 Budget Meeting and that the Health Insurance prices will not be finalized until March, but he is confident
259 that the numbers that are predicted for Fiscal Year 2027 are sufficient. Mr. Boynton adds that after the
260 Town's last storm, the snow and ice budget is in a deficit. He has funding identified before it goes into the
261 capital spend. There is around \$250,000 in ice and snow hold back and around \$200,000 in carry over if
262 needed in free cash. He adds that the salt shed costs more than \$45,000 to fill up and can become depleted
263 after constant salting of the roads. Mr. Alessandri asked how many times they have refilled the salt shed,
264 to which Mr. Boynton replied 3 times this year. Mr. Rossi asked Mr. Lynch about the salt market, Mr.
265 Lynch responded that there are only three vendors in the State of Massachusetts that every town uses. Mr.
266 Boynton adds that, with this time of year, salt vendors are ordering less salt because they do not want
267 excess if there is no more demand for salt with less frequent storms. Mr. Rossi asks if they should work
268 more money into the Snow and Ice budget for future years, but the only issue is that once you increase it
269 you cannot reduce it – Mr. Trindade adds that if it is not used, it falls to free cash. Mr. Boynton says that
270 if it was increased in previous years, there would be a substantial amount falling back into the Town, and
271 since the weather is unpredictable every year, there are better places to store that money for the Town to
272 use.

273
274
275 **This time is being reserved for topics that the Chair did not reasonably anticipate would be**
276 **discussed.**

277 *There were no back up materials for the Board to review.*

278
279 There was no discussion under this agenda item.

280
281 **Select Board Reports**

282 *There were no back up materials for the Board to review.*

283
284 Mr. Rossi suggests that Zack Digreggio should be invited to a future Select Board meeting when back
285 from competing in the Winter Olympics.

286
287 **Mr. Rossi motion to move that the Board enter Executive Session, with no intent to return to public**
288 **session, pursuant to MGL Chapter 30A, Section 21(6), to discuss strategy with respect to collective**
289 **bargaining if the Chair declares that an open meeting may have a detrimental effect on the**
290 **negotiating position of the public body, seconded by Mr. Trindade. Vote by Roll call. Mr. Rossi –**
291 **Aye, Mr. Alessandri – Aye, Mr. Trindade – Aye. VOTE: 3-0-0.**

292
293
294 Respectfully submitted,
295 Sophie Boucher
296 Executive Assistant
297 Town Manager's Office

AGENDA ITEM

#6

Action Items from Previous Meeting

Associated back up materials are attached:

- *Action Items dated 3.2.2026*

AGENDA ITEM

7

Town Manager's Report

No associated backup materials.

AGENDA ITEM

8

This time is being reserved for topics that the Chair did not reasonably anticipate would be discussed

No associated back up materials

AGENDA ITEM

9

Select Board Reports

No associated back up materials