Board of Selectmen

Slenn D. Trindade, Chair Maryjane White, Vice-Chair Richard A. D'Innocenzo, Clerk Dennis P. Crowley John A. Foresto



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

Joint Meeting

Planning & Economic Development Board, Water & Sewer Commission, Conservation

Commission

August 15, 2016, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

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

Other Business

- 1. Approval Contract Extension BSC Group
- 2. Approval Inter-municipal Agreement with Town of Holliston for Health Agent Services
- 3. Contract Award Friends of Medway Athletics Coakley Concession Stand
- 4. Discussion MS4 Regulations
- 5. Entertainment License Request- Medway Community Farm August 20, 2016
- 6. Approval One-Day Liquor License Requests
 - a. Jamie Deso Thayer Homestead September 10, 2016
 - b. Robin Stuart Thayer Homestead September 11, 2016
 - c. Kathy Cruz Thayer Homestead September 17, 2016
 - d. Angela Price Thayer Homestead September 24, 2016
- 7. Action Items from Previous Meeting
- 8. Approval of Warrants
- 9. Approval of Minutes
- 10. Town Administrator's Report
- 11. Selectmen's Reports

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

September 6, 2016 --- Regular Meeting

September 19, 2016 --- Regular Meeting

AGENDA ITEM #1

Approval – Contract Extension - BSC Group, Inc.

Associated backup materials attached:

- Memo from Stephanie Mercandetti- Director, Community & Economic Development
- BSC Contract Board Approved 12/7/15
- Proposed Contract Extension

Proposed Motion: I move that the Board execute a contract extension with BSC Group for the preparation of an urban renewal plan as presented.

Community & Economic Development Department Stephanie A. Mercandetti, Director



Medway Town Hall 155 Village Street Medway, MA 02053 Phone: (508) 321-4918 Email: smercandetti@townofmedway.org

TOWN OF MEDWAY

Date: July 27, 2016

To: Board of Selectmen

From: Stephanie Mercandetti, Director of Community and Economic Development

Re: Contract Amendment for BSC Group, Inc.

In December of 2015, the Town entered into a contract with BSC Group, Inc. to provide planning and design services for the preparation of an Urban Renewal Plan for the Oak Grove area. Since then, the Medway Redevelopment Authority has been working diligently with BSC Group on the development of the Urban Renewal Plan. The Urban Renewal Plan defines a community's specific strategic planning and implementation plan for a targeted area. The Plan builds on the Town's previous efforts of the 2012 Oak Grove Feasibility Study. As part of the plan development, we have held one public forum and some Steering Committee Meetings to date.

The contract has an end date of July 31, 2016. We request that the Board of Selectmen sign a contract amendment to extend the time for performance.

Determining parcel ownership has been a significant challenge during the urban renewal process as the property identification numbering and maps for the parcels were change and therefore extensive coordination was required with the Assessing Department. This has caused delay and therefore an extension of time is needed to complete the project.



CONTRACT BETWEEN THE TOWN OF MEDWAY and BSC GROUP, INC.

This Agreement is made on this $\underline{\uparrow \land}$ day of <u>heteryber</u>, 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and <u>BSC Group, Inc.</u> (hereinafter, "Contractor") whereby the Town and Contractor contract for services under the terms and conditions set forth herein. The Medway Redevelopment Authority is responsible for administering the contract.

I. GOODS

Contractor shall provide planning and design services for the preparation of an Urban Renewal Plan for the Oak Grove area pursuant to the Town's specifications. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between the Town and Contractor
- 2) Contractor's proposal
- 3) Request for proposals
- 4) Copies of all required certificates of insurance required under the contract,

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

II. COMPENSATION

The Town agrees to pay the Contractor \$ 78,400.00 for the services delivered pursuant to this contract and according to an agreed upon payment schedule. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Contractor no later than July 31, 2016.

IV. INDEMNIFICATION

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this contract, but only to the extent caused by the negligence, errors or omissions of Contractors or those for whom Contractor is responsible. The duty to defend explicitly shall not apply to claims or alleged claims of professional liability. The Contractor is not relieved of any obligation to indemnify as respects an adjudicated claim.

V. INSURANCE

(a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with MGL c. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

(c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy. Any cancellation of insurance required by this contract, 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. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

VI. TERMINATION

This contract may be terminated by the Town upon ten days advance written notice by certified mail to Contractor.

VII. NOTICES

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

Town of Medway:

Town Administrator Town of Medway 155 Village Street Medway, MA 02053

Contractor:

2 . *****-

Name Da	vid N. Hayes
Title <u>Pre</u>	esident and CEO
Company .	BSC Group, Inc.
	33 Waldo Street
	Worcester, MA 01608

VIII. GOVERNING LAW

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

IX. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

BSC Group, Inc.

s N L

(signature) / By its duly authorized representative

(print or type name) PRESIDENT

Date: 12/4/15

Date: <u>Dec 7, 2014</u>

Approved as to availability of funds:

 $(1 \cap \mathcal{O})$

Town Accountant

02182001 5305

Account Number

Approved as to form:

Town Counsel

Town of Medway by its Board of Selectmen

Pursuant to MGL c. 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that BSC Group, Inc. is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

<u>Mebon Ettele</u>mann BSC Group, Inc

By its duly authorized representative

Tax Identification number:

General Contract for Goods-Services

CONTRACT AMENDMENT

This contract amendment is entered into this _____ day of _____, 2016, by and between the Town of Medway, acting through its Board of Selectmen, (hereinafter the "Town") and BSC Group, Inc., with a principal place of business at 33 Waldo St, Worcester, Massachusetts (hereinafter the "Contractor").

WHEREAS, the Town and the Contractor entered into an Agreement effective December 7, 2015, for the preparation of an urban renewal plan (hereinafter the "Agreement"); and

WHEREAS, the Agreement provided in Section III, Time for Performance, that the services shall be delivered no later than July 31, 2016;

NOW, THEREFORE, the Town and the Contractor hereby agree, for good and valuable consideration, to amend, and hereby do amend, the Agreement to extend the Time for Performance to December 31, 2016, with all other terms and conditions of the Agreement remaining unchanged and in effect.

This amendment shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to any principles concerning conflicts of laws.

TOWN OF MEDWAY By: Board of Selectmen

Glenn Trindade, Chairman

Date:

Maryjane White, Vice Chairman

Richard D'Innocenzo, Clerk

Dennis Crowley

John Foresto

BSC Group, Inc.

By: David N. Hayes President and CEO

28/16 Date

Approved as to Funds Availability

N/A Carol Pratt Town of Medway - Town Accountant

Date

Funding Source(s):

Approved as to Form

Richard Holland, Esq. Kopelman & Paige, PC, Town Counsel

Date

AGENDA ITEM #2

Approval – Inter-municipal Agreement with Town of Holliston for Health Agent Services

Associated backup materials attached:

- Memo from Beth Hallal, Health Director
- Contract

Proposed Motion: I move that the Board execute an intermunicipal agreement with the Town of Holliston for Health Agent Services.

MEMORANDUM

Date: August 10, 2017

Subject: Agreement between Town of Holliston and Town of Medway

From: Beth M. Hallal, R.S. Health Director B. H^-

To: Medway Board of Selectmen

It is imperative to have Board of Health coverage when the town's health director is not available to assist in protecting public health, safety and the environment. Having someone to assist who has the knowledge to do the job is essential.

This agreement will assure that Board of Health coverage will be adequately addressed with the best interest of the town's residents.

Agreement Between The Town of Holliston and the Town of Medway Board of Health Agent Services

Whereas, the Towns of Holliston and Medway, collectively hereinafter referred to as the "Towns", each have a responsibility to protect the public health, safety and the environment;

Whereas, the Towns desire to cooperate in the delivery of health agent services to each town as needed; and

Whereas, each of the Towns has been authorized to enter into this Agreement in accordance with the provisions of G.L. c. 40, §4A.

Now therefore, the Towns, in mutual consideration of the covenants contained herein, agree as follows:

- The Towns agree to make their Board of Health Agents available to provide public health and safety services customary to the position in the event of the absence of the appointed agent when requested, provided that such services shall not interfere with or disrupt services required for the sending Town. Such services may include performing administrative, technical and inspection work related to enforcement and interpretation of local and State health codes.
- 2. The Towns agree to recognize each other's Board of Health agents as duly authorized to act on behalf of each Town when providing the services as specified in section 1 and acknowledged by the respective Town Administrator.
- 3. The Towns agree that, when possible, the services of the other Town's health agent will be scheduled in advance of the time period for which the services will be required. To the extent possible, the nature and expected duration of the services should be described in writing by the requesting Town and acknowledged by the responding Town.
- 4. The Towns shall comply with all applicable Federal, State and local laws, rules, regulations and orders applicable to the provision of health agent services for the purposes under this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary approvals to carry out these services.
- 5. Each Town shall maintain appropriate workers' compensation insurance and general liability insurance to cover their respective Board of Health Agent while the agent is performing his/her duties in the receiving Town.
- 6. The receiving Town will make a municipal vehicle available to the temporary/substitute agent during the time his/her services are being provided to the receiving Town. In the event that a

municipal vehicle is not available, the receiving Town shall reimburse the agent for the use of his/her own vehicle at the standard IRS rate for mileage.

- 7. The term of this agreement shall be from June 20, 2016 through June 19, 2019. The contract terms shall remain in effect until either a new agreement is reached or the Town(s) terminate the agreement. This agreement may be amended from time to time with written consent of both Towns, evidenced by a document signed by the Board of Selectmen in each Town.
- 8. Either Town, by vote of the Board of Selectmen, may terminate this agreement upon the provision of at least thirty (30) days prior written notification to the other Town. Such notice shall state the termination date. Upon such termination, the Towns shall prepare a full statement of outstanding unpaid financial obligations pursuant to this agreement within thirty days after termination of the agreement, and payment shall be made to the Towns in accordance with this agreement.
- 9. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Towns submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement. The Towns agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.
- 10. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Town of Holliston: By its Board of Selectmen	Town of Medway: By its Board of Selectmen
Date:	Date:

Town of Holliston: Board of Health Town of Medway: Board of Health

Date:_____

Date:_____

AGENDA ITEM #3

Contract Award - Friends of Medway Athletics (FOMA) - Coakley Concession Stand

Associated backup materials attached:

- Letter Lynne Sheehan, FOMA President
- FOMA Proposal
- Contract

Note: Contract has been sent to Town Counsel for review.

Proposed Motion: I move that the Board award a contract for the operation of the Coakley concession stand to the Friends of Medway Athletics subject to Town Counsel approval.

July 22, 2016

Dear Parks Commission and Board of Selectmen,

The Friends of Medway (FOMA) express the desire to operate the Coakley Concession Stand (CCS) for the economic benefit for all Medway athletic programs and the community. This would also be for the convenience and enjoyment of spectators at all high school field events.

The following are reasons that we feel FOMA would be the best candidate to run CCS:

- FOMA provides financial support for all high school sports teams. Our profits will be divided fairly amongst all teams per guidelines advised by the high school administration and set forth in our Net Revenue Allocation Model.
- FOMA will be responsible for the opening, staffing, stocking and supervising all events held at the high school fields.
- Very importantly, FOMA is an acting booster for teams without their own boosters. Providing them with bank services (maintaining their funds), required insurance to hold events, payment vehicle to vendors used for banquets, trophy's, etc.
- 100% of net profits go to our athletic teams after covering operational costs including running, stocking and maintenance of CCS, and minor FOMA administrative costs.
- FOMA will also continue to assist Student Council and National Honor Society when hosting indoor concession stand events.
- FOMA will also continue to provide CCS services to all Medway community organizations (i.e. Boy Scouts, Girl Scouts, Band, etc.)
- FOMA has always and will continue to maintain all permits, licenses, insurance coverage and be in compliance with all applicable laws, codes, ordinances, rules and regulations, including financial reporting and federal and state taxes.

In conclusion, FOMA has a new Board or Directors and is very excited to bring new ideas to CCS to further support our high school athletic teams and community. FOMA is the founder of CCS and has worked diligently running the CCS for 9+ years to provide services to our community and hopes to continue to do so. CCS is a cornerstone of our organization and it's fundraising. Thank you for your consideration. Attached is our proposal. Please don't hesitate to contact me with any questions.

Sincerely, Lynne Sheehan

FOMA President

PROPOSAL CONTENT RESPONSE

1. <u>Respondent Information</u>

Friends of Medway Athletics

3 Hickory Drive

Medway, Ma 0205

Contact Information:

Contact person: Lynne Sheehan - President

Email address : lynnesheehan6@gmail.com

Telephone number: 508-930-4469

Governing Body:

- President Lynne Sheehan,
- Vice President Lorraine Cottone,
- Assistant Vice Presidents Krista DiGregorio, Stephanie Patterson, Andrea White,
- Treasurer Patty McDonald,
- Assistant Treasurer Beth McHallam,
- Secretary Carolyn Regan
- Legal Counsel Andrea McCarthy

Roles and Responsibilities: See below Proposal Content section 2 - Proposed details.

2. Proposal Details

Friends of Medway Athletics (FOMA) will operate the Coakly Concession Stand (CCS) with the purpose of:

raising money to give back to Medway athletic organizations while delivering good, quality food services to guests at a wide variety of on-campus events,

The CCS will be operated by a committee of action-oriented, hands-on volunteers from the community. The committee will be organized with five distinct areas of responsibility.

I. DIRECTOR: Lorraine Cottone

Oversees the operations of CCS. The overseer ensures that all areas of responsibility are being delivered at the highest quality and effective timeline. This person consults and aides the entire committee on planning, inventory, maintenance, staffing, cash management and feedback.

II. INVENTORY PLANNING: Beth McHallam, Andrea White

Responsible for ensuring stocking and restocking of CCS, including weekly stock, store runs, working with suppliers and ensuring the appropriate food, drinks and other materials are available for every event. Responsible for working with Director to set pricing on all products.

III. STAFFING: Krista Digregorio, Stephanie Patterson

Responsible for ensuring CCS is properly staffed at all times. Works with Packs Commission and community to create schedule of staffing. Our method of opportunities for Medway boosters and athletic teams to participate will also be the responsibility of staffing through close communications with team boosters, team parents, Athletic Director and coaches. CCS will communicate with these groups through presenting at mandatory sports meetings, creating and maintaining a website and working closely with the Athletic Director ensuring numerous opportunities for each group to raise funds. Ensures a servsafe certified person is on premises at all times when the grill is in use.

IV. MAINTENANCE & UPKEEP: Lynne Sheehan

Responsible for ensuring proper license, insurance and certifications are in check. Oversees any area of the CCS or equipment that needs maintenance or replacement. Works with Director on sourcing & replacing new equipment. Ensures cleanliness of HCS.

V. CASH MANAGEMENT: Patty McDonald

Responsible for anything related to CCS cash including money boxes ready for every event, collection process for cash at end of event, weekly review and communication on revenue, tracking of all expenses and cash outlays. Additionally will work closely with Inventory to ensure checks & balances with stocking and revenue. Responsible for end-of-season payment to volunteer community. Responsible for filing all required federal, state and town financial documents. Transparent in all aspects of CCS records.

TIMELINE

This committee will work diligently, committing to have CCS ready for operation by August 31. This will include a completed calendar of events, staffing plan, menu, obtained operations certifications and revenue plan.

Modifications to Town RFP "Scope of Services" and "Conditions and Requirements": See attached

3. Experience

Friends of Medway Athletics has members of experienced volunteers. This committee is comprised of the following people:

- A. Lorraine Cottone, *CCS DIRECTOR* Director of operations at Rooney's snack shack (Cassidy Field) five plus years. Increased revenues 50% since under her directorship. Servsafe certified. Allergen certified.
- B. Beth McHallam, CCS INVENTORY PLANNING Previously Director of Merchandise Operations of iParty (now Party City). Certified Public Accountant (CPA). Treasurer for MSPTO.
- C. Andrea White, CCS INVENTORY PLANNING Creator and director of Shamrock Shuffle, initiated in 2012 (sponsored by MEPTO). One of the biggest fundraisers in Medway, hosting more than 400 runners each year.
- D. Krista DiGregorio, CCS STAFFING Directs and caters private suite at Gillette Stadium; suite sales approximately \$50K/year. Previously ran culinary school for people in transition.
- E. Stephanie Patterson CCS STAFFING Holds degree in hospitality and hotel management. Volunteer in MSPTO, Field Hockey and various organizations in Medway community.
- F. Lynne Sheehan, CCS MAINTENANCE & UPKEEP Creator, director of Saint Joseph Academy. Responsible for overseeing every aspect of this early development school.
- G. Patty McDonald, CCS CASH MANAGEMENT Public accountant and bookkeeper for small businesses within our community. Tax associate with H&R Block. Previous accountant with Price Waterhouse/Ernst & Young.

H. Andrea McCarthy, Legal Advisor Attorney. Focused on helping FOMA CCS ensure certifications are all in check.

4. Self-Certification: "Good Faith, Non-Collusion, Tax Compliance and Authority Certificate" is enclosed.

5. Net Revenue Allocation Model: As requested, provided in a separate envelope.

The Commonwealth of Massachusetts

NO. 20-5763905

, *Clerk / *Assistant Clerk.

No Fee

William Francis Galvin Secretary of the Commonwealth One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS OF NON-PROFIT CORPORATIONS (General Laws, Chapter 180, Section 6D)

of			(Eulert and			
	3 Hickory Drive,	Medv		ne of corporation) 2053		
having a j	principal office at			poration in Massachusetts)		
certify tha corporatio clerk are a	it pursuant to General Laws, Chapter 1 on has been made and that the name, as follows:	80, Sect	ion 6D, a c	hange in the directors and/or the pr	resident, treas ror and the p	urer and/or clerk of said resident, treasurer and
	NAME			RESIDENTIAL ADDRESS		EXPIRATION OF
President:	Lynne M. Sheehan					TERM OF OFFICE Until
Treasurer:	Patricia A. McDonald					Successors are
Clerk:	Carolyn Regan					Elected.
**Assistan	t Clerk: N/A					
Directors:	Lorraine Cottone - Vice Preside	nt				
	Krista DiGregorio - Asst. Vice P	resic [.]				
	Beth McHallam - Asst. Treasure	r ·				
	Andrea White - Asst. Vice Presid	dent (
	Stephanie Patterson - Asst. Vice	Prn H				
		-				
SIGNED I	JNDER THE PENALTIES OF PER	URY. +	19th	July day of		, 20,

Carlyn M. R.g. *Delete the inapplicable words.

**Please provide the name and residential address of the assistant clerk if helshe is executing this certificate of change.

CERTIFICATION

GOOD FAITH, NON-COLLUSION, TAX COMPLIANCE, & AUTHORITY

The undersigned certifies under the pains and penalties of perjury that the proposal 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 proposals 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.

Social Security Number of Federal Identification Numper

Friends of Medi thletics var Company Name

heehar hynne Printed Name of Signer

Signature

Wy 21, 2016

Date

TOWN OF MEDWAY, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016 by and between the TOWN of MEDWAY, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 155 Village Street, Medway, Massachusetts, hereinafter referred to as the "TOWN", and Friends of Medway Athletics, [a non-profit corporation] having a usual place of business at 3 Hickory Dr, Medway, MA, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the operation of the Coakley Concession Stand at 88 Summer Street, Medway, MA, hereinafter "the Operation"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to manage the Operation; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

- 1. <u>CONTRACT DOCUMENTS</u>. The Contract Documents consist of this Agreement, the Request for Proposals (RFP), and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
- 2. <u>THE WORK</u>. The Work consists of managing the Coakley Concession Stand for the benefit of Medway High School sports teams, as more fully described in the Contract Documents as defined above.
- 3. <u>TERM OF CONTRACT</u>. This Agreement shall be in effect from _____, 2016, and shall expire on _____, 2019, unless terminated earlier pursuant to the terms hereof.
- 4. <u>COMPENSATION</u>. The TOWN shall not compensate the CONTRACTOR for its operation of the Coakley Concession Stand, nor shall the TOWN be compensated by the CONTRACTOR. The CONTRACTOR shall allocate revenue derived by its operation of the Coakley Concession Stand to Medway High School athletic teams according to its "net revenue allocation model" as described in its proposal.

- 5. <u>PAYMENT OF COMPENSATION</u>. The CONTRACTOR shall distribute net revenue twice per year as described in its proposal.
- 6. <u>LIABILITY OF THE TOWN</u>. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
- 7. <u>INDEPENDENT CONTRACTOR</u>. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
- 8. <u>INDEMNIFICATION</u>. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability InsuranceMinimum Coverage\$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this

Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

- 10. <u>ASSIGNMENT</u>. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
- 11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. <u>Termination for Convenience</u>. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. <u>INSPECTION AND REPORTS</u>. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond

the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

- 13. <u>ROYALTIES AND PATENTS</u>. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
- 14. <u>SUCCESSOR AND ASSIGNS.</u> This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
- 15. <u>COMPLIANCE WITH LAWS</u>. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
- 16. <u>NOTICE</u>. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
- 17. <u>SEVERABILITY</u>. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 18. <u>GOVERNING LAW</u>. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 19. <u>ENTIRE AGREEMENT</u>. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this	TOWN OF	, MA
Contract.	By its:	
Town Accountant	x	
Approved as to Form:	CONTRACTOR:	
Town Counsel	(Signature)	
	(Name and Title)	

119962

, Ş

AGENDA ITEM #4

Joint Discussion – MS4 Regulations – Presented by Kleinfelder

Note: Materials to be provided under separate cover.

AGENDA ITEM #5

Entertainment License Request – Medway Community Farm – August 20, 2016

Associated backup materials attached:

- Application
- Police Chief's Recommendation

Proposed Motion: I move that the Board authorize an entertainment license for Medway Community Farms for their event to be held at 55 Winthrop Street on August 20, 2016 subject to Police Chief's recommendations.



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

TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

APPLICATION FOR EXHIBITION, SHOW OR AMUSEMENT LICENSE

LIVE ENTERTAINMENT

Yearly License Seasonal Please submit at least 2 weeks prior to even		Aug. 5, 2016 Date of Application
Name of Applicant/Organization	n Medway Com	rmunity Farm
Address of Applicant 50 \vee	Ninthrop Street	• •
Social Security #:	<u>or</u>	
Telephone <u>508-250-02</u>	LD FAX	E-Mail medwaycommunity form.org
Location of Event <u>Medway</u> (1.Floor Plan/Site Plan and 2. Written	Community Farm permission of property owner m	50 Winthrop St. nust be submitted with application)
Describe entertainment to be con	nducted" <u>Hip Sways</u>	ers" from Worcester, MA
An American / Cour	try musical gra	μ <u>ρ</u>
Date of event(s) <u>Aug , 20, 2</u>	LOIL Hours of a	event(s) 6:00 +0 10:00 PM
Approximate number of people (Over 500 people – Applica	expected 100	,
Food Permits - <u>Contact Board of I</u> Fire Details-Permits - <u>Contact Fir</u> Tents-Wiring-Signage - <u>Contact I</u> Police Details – Contact Police Details	e Department for required pe Building Department for requ	ermits 508-533-3213 uired permits 508-533-3253

Workers' Compensation Affidavit & Information Page from the Workers' Comp. Policy must be submitted before license is issued.

The event(s) shall be conducted in accordance with the provisions of the MGL Chapter 140, Section 181 or 183A and all amendments thereof and the terms and conditions imposed by the Board of Selectmen.

Kathleen L. Yorbin Signature of Applicant President MCF Board of Directors

APPLICATION FOR EXHIBITION, SHOW OR AMUSEMENT LICENSE

LIVE ENTERTAINMENT

Applicant/Organization <u>Medway</u> Co.	neunity Farm
[FOR OFFICE USE ONLY]	
Approved:	
POLICE DEPARTMENT	
	Date
BOARD OF HEALTH	
	Date
BUILDING DEPARTMENT	
	Date
FIRE DEPARTMENT	
***************************************	Date



Medway Police Department

315 Village Street Medway, MA 02053

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

Allen **M.** Tingley Chief of Police

July 20, 2016

- To: Michael Boynton Town Administrator
- From: Allen M. Tingley Chief of Police

Re: Medway Community Farm, One day liquor License and entertainment permit

I have reviewed the application for Medway Community Farm's one day liquor license request for their "Farm to Folk Fundraiser" and entertainment permit scheduled for August 20, 2016 starting at 6:00 PM and ending at 10:00 PM.

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

There will be no on-street parking on either side of Winthrop Street.

One detail officer with a marked police cruiser will be hired to handle traffic during the event

The alcohol service will be provided by Special Occasions Servers.

Respectfully Submitted

Allen M. Tingley Chief of Police

AGENDA ITEM #6

Approval – One-Day Liquor License Requests

- a. Jamie Deso Thayer Homestead September 10, 2016
- b. Robin Stuart Thayer Homestead September 11, 2016
- c. Kathy Cruz Thayer Homestead September 17, 2016
- d. Angela Price Thayer Homestead September 24, 2016

Associated backup materials attached:

- Applications
- Police Chief's Recommendations

Proposed Motion: I move that the Board approve one-day liquor licenses for Jamie Deso, Robin Stuart, Kathy Cruz & Angela Price for their events to be held at the Thayer Homestead respectively, subject to Police Chief's recommendations and evidence of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0
All Alcohol Wine and Malt
Event_Wedding
Event Location Thayer Homestead
Event Date Sept 10th 2016
Event Hours <u>4:30 pm - 10:00 pm.</u> (No later than 1:00 AM; Last call 12:30 AM)
Name of Organization/Applicant <u>Jamie Neso</u>
FID#
Non-Profit Organization Y N Attach non-profit certificate of exemption
Is event open to the general public? Y N
Estimated attendance <u><u></u><u></u><u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u></u>
Will there be an age restriction? Y N Minimum age allowed: 31

How, where and by whom will ID's be checked?	Bartender - Daniel Benal
Is there a charge for the beverages? Y Price structure: \$5.00 for when Alcohol server(s) Attach Proof of Alcohol Server Training	N beer \$7:00 for mixed drocks
Provisions for Security, Detail Officer	· · · · · · · · · · · · · · · · · · ·
Does the applicant have knowledge of State liqu	or laws? Y N
Experience Bartender between	2002-2005
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of	Health – Food Permit; Building Dept. – Tent Pe
Date of Application _8-1-2010	
Applicant's Signature Jamie Pesr	
Applicant's Signature <u>Jamie Des</u> Applicant's Name Jamie Deso	
·	
The Board of Selectmen's Office will forward this Departments and the Board of Health for approva	
Police Department	
315 Village St	Date

Fire Department	
44 Milford St	Date
Board of Health	
Town Hall, 1 st Fl	Date
Building Department	
Town Hall, 1 st Fl	Date



Medway Police Department

315 Nillage Street Medway, MA 02053

Phone: 508-533-3212 FAX: 508-533-3216 Emergenry: 911

Allen **M. Tingley** Chief of Police

August 2, 2016

- To: Michael Boynton Town Administrator
- From: Allen M. Tingley Chief of Police
- Re: One-Day Liquor request Thayer House Wedding Reception

I have reviewed the application for the ^{one} day liquor license request for the Deso wedding reception scheduled for September 10, 2016 at the Thayer House.

I approve of the issuing of the permit with the following conditions.

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

The serving of the beer, wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license, including the stipulation that all alcohol/wine served at the event will be purchased from a licensed alcohol liquor distributor, as indicated on the license application.

A responsible adult will be checking ID's of individuals being served alcohol at this event.

Respectfully Submitted

Allen M. Tingley Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

AFFEICATION FOR SFECIAL ONE-DAT LIQUOR LICENSE
MGL c.138, §14 Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer- winery/brewery, or special permit holder.
For Profit Businesses are eligible for wine and malt license only.
Application must be submitted at least two weeks prior to event.
Fee: \$0
All Alcohol Wine and Malt MIMDSAS only
Event BAIJY SHOWER
Event Location THAYER HOMESTEAD
Event Date
Event Hours 11:30 AM (No later than 1:00 AM; Last call 12:30 AM)
Name of Organization/Applicant <u>ROBIN</u> STUAR I
Address 3 LILACHANE MEDFILD MA 02052
FID#
Non-Profit Organization Y N V Attach non-profit certificate of exemption
Is event open to the general public? Y N
Estimated attendance3δ - 35
Will there be an age restriction? Y N Minimum age allowed:

How, where and by whom will ID's be checked?	
Is there a charge for the beverages? Y N Price structure:	
Alcohol server(s) Attach Proof of Alcohol Server Training	
Provisions for Security, Detail Officer	
Does the applicant have knowledge of State liquor laws? Y N	
Experience	
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent F	Permit
Date of Application8-8-16	
Applicant's Signature Robin Atuaut	
Date of Application Applicant's Signature Applicant's Name RO F31N STUART	
The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.	
Police Department 315 Village St Date	
Fire Department 44 Milford St Date	
Board of Health Town Hall, 1 st Fl Date	

Building Department	
Town Hall, 1 st Fl	 Date

.



Medway Police Department

315 Village Street Medway, MA 02053 Phone: 508-533-3212 IAX: 508-533-3216 Emergency: 911

Allen **M.** Tingley Chief of Police

August 9, 2016

To: Michael Boynton Town Administrator

From: Allen M. Tingley Chief of Police

Re: One day liquor license- Thayer Property- Baby Shower

I have reviewed the request from Robin Stuart for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on September 16, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely, 200 m Allen M. Tingle Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE MGL c.138, §14
Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held
at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages
from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer,
farmer-winery/brewery, or special permit holder.
For Profit Businesses are eligible for wine and malt license only.
Application must be submitted at least two weeks prior to event.
Fee: \$0
All Alcohol Wine and Malt
Event Wedding
Name of Organization/Applicant Kathy Cruz, Mike Fisher
Address ILEFE. Harford Are Ukbridge, MA 015209
FID#
7
Non-Profit Organization Y N N Attach non-profit certificate of exemption
Event Location Theyer Homestead
Event Date 9/17-11-Le
Event Hours (No later than 1:00 AM; Last call 12:30 AM)
Is event open to the general public? YN
Estimated attendance 150 9485+
Will there be an age restriction? Y N
Minimum age allowed:

How, where and by whom will ID's be checked? Starr Kelley Services
will check it upon drink request
Is there a charge for the beverages? Y N N Price structure: HD Deerf wine #4-5 mix Jrink Alcohol server(s) Attach Proof of Alcohol Server Training
Provisions for Security, Detail Officer
Does the applicant have knowledge of State liquor laws? Y N
Experience
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit
Date of Application
Applicant's Signature Hally
Applicant's Name <u>Lathy Cruz</u>

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

Police Department	
315 Village St	Date
Fire Department	
44 Milford St	Date
Board of Health	
Town Hall, 2 nd Fl	Date
Building Department	
Town Hall, 1 st Fl	Date



Medway Police Department

315 Village Street Medway, MA 02053 Phone: 508-533-3212 FAX: 508-533-3216 Emergency: 911

Allen **M.** Tingley Chief of Police

August 9, 2016

- To: Michael Boynton Town Administrator
- From: Allen M. Tingley Chief of Police
- Re: One-Day Liquor request Thayer House Cruz/Fisher Wedding Reception

I have reviewed the application for the ^{one} day liquor license request for the Cruz/Fisher wedding reception scheduled for September 17, 2016 at the Thayer House.

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

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

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

I would also recommend the hiring of one four hour detail officer for this event to assist with traffic movement and parking of motor vehicles for this event. It was reported in the application that up to 150 guests could be attending this event.

Respectfully Submitted

Allen M. Tingley Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14
Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.
For Profit Businesses are eligible for wine and malt license only.
Application must be submitted at least two weeks prior to event.
Fee: \$50 (May be waived at Board of Selectmen's discretion)
All Alcohol Wine and Malt
Event Anniversary Party
Name of Organization/Applicant <u>Angela Price</u>
FID#
Non-Profit Organization Y N Attach non-profit certificate of exemption
Event Location Thayer Homestead, Medway MA
Event Date _ 9/24/16
Event Hours (No later than 1:00 AM; Last call 12:30 AM) 6 PM - 11 PM
Is event open to the general public? Y N
Estimated attendance65
Will there be an age restriction? Y N Minimum age allowed: 21

How, where and by whom will ID's be checked? <u>At the door</u>
Is there a charge for the beverages? Y N Price structure:
Alcohol server(s) Attach Proof of Alcohol Server Training
Provisions for Security, Detail Officer Does the applicant have knowledge of State liquor laws? Y N
Experience
The following may be required: Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit
Date of Application7/2.8/16
Applicant's Signature fngela Price
Applicant's Signature <u>Angela Price</u> Applicant's Name <u>Angela Price</u>
A P

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

Police Department	
315 Village St	Date
Fire Department	
44 Milford St	Date
Board of Health	
Town Hall, 2 nd Fl	Date
Building Department	
Town Hall, 1 st Fl	Date



Medway Police Department

315 Village Street Medway, MA 02053

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

Allen **M. Tingley** Chief of Police

August 2, 2016

- To: Michael Boynton Town Administrator
- From: Allen M. Tingley Chief of Police
- Re: One-Day Liquor request Thayer House Anniversary Party

I have reviewed the application for a one day liquor license request for an anniversary party scheduled for September 24, 2016 at the Thayer House.

I approve of the issuing of the permit with the following conditions.

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

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license, including the stipulation that all alcohol/wine served at the event will be purchased from a licensed alcohol liquor distributor, as indicated on the license application.

A responsible adult will be checking ID's of individuals being served alcohol at this event.

Respectfully Submitted

200mm

Allen M. Tingley Chief of Police

Action Items from Previous Meeting

Associate backup materials attached:

Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3		Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	ATM; Ongoing

Approval of Warrants

Warrants to be provided at meeting

Approval of Minutes

No Associated backup materials.

Town Administrator's Report

Selectmen's Reports