

Town of Medway

BOARD OF SELECTMEN
155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

Glenn Trindade, Chairman
Dennis Crowley, Vice Chairman
Richard D'Innocenzo, Clerk
John Foresto, Member
Maryjane White, Member

Board of Selectmen's Meeting

June 2, 2014, 6:30 PM
Sanford Hall, Town Hall
155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Interview of Town Administrator Candidate - Michael Boynton (6:30 - 8:00 PM)

8:00 PM (Approximate; Executive Session may commence prior to 8:00 PM if time permits)

Other Business

- Executive Session, Exemption 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares [Ralph Costello – Applegate Subdivision]
- Public Comments
- 1. Approval – Proposed Middlesex Savings Bank Donation of Electronic Scoreboard for New Athletic Field to Be Constructed on Land Adjacent to Medway High School
- 2. Re-organization of the Board (Chair, Vice Chair, Clerk)
- 3. Authorization of Chairman to Execute Contract Amendment with Kleinfelder – Master Services Agreement
- 4. Authorization of Chairman to Execute Contract Amendment #4 with LLB Architects – Thayer Project - \$6,000
- 5. Authorization of Chairman to Execute Contract Amendment #2 with Architectural Consulting Group – Thayer Project - \$5,200
- 6. Approval – One-Day Alcohol Licenses: Charles River Bank – June 17, 2014; John Foresto – June 12, 2014
- 7. Approval – Shining Stars Nursery School 1st Annual 5K Walk/Run – October 4, 2014
- 8. Action Items from Previous Meetings
- 9. Approval of Warrants
- 10. Town Administrator's Report
- 11. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

June 16, 2014-----Regular Meeting

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

AGENDA

ITEM #1

Approval –Proposed Middlesex Savings Bank Donation of Electronic Scoreboard for New Athletic Field to Be Constructed on Land Adjacent to Medway High School

Associated back up materials attached.

- Draft letter proposed by Middlesex Bank attesting to Town's ability to allow the advertisement of the bank on a donated scoreboard

June 3, 2014

Mr. James Briand
Marketing Department
Middlesex Savings Bank
Attn: Scoreboard Program
36 Summer Street
Natick, MA 01760

Mr. Briand:

Please be advised that the Town of Medway Board of Selectmen confirmed at its most recent meeting on June 2, 2014 that advertising is permitted at the new turf field (Field 1) to be constructed on land adjacent to and east of Medway High School. It was also confirmed that Middlesex Savings Bank will be the sole sponsor of a donated electronic scoreboard to be located on the south end of Field 1.

Sincerely,

Town of Medway Board of Selectmen

Glenn Trindade, Chairman
Dennis Crowley
Richard D'Innocenzo
John Foresto
Maryjane White

AGENDA

ITEM #2

**Re-organization of the Board
(Chair, Vice Chair, Clerk)**

No associated back up materials

AGENDA

ITEM #3

Authorization of Chairman to Execute Contract Amendment with Kleinfelder – Master Services Agreement

Associated back up materials attached.

- Proposed amendment
- Email from Town Counsel with respect to Contract Term
- Original contract w/ cover memo

Note: Awaiting receipt of new signed tax compliance form as requested by Town Counsel (form submitted by vendor with amendment was not current form)

Proposed Motion: I move that the Board authorize the Chairman to execute the Kleinfelder contract amendment extending the term of the contract two years pending the approval of Town Counsel.

**AMENDMENT TO
AGREEMENT BETWEEN
TOWN OF MEDWAY AND KLEINFELDER NORTHEAST, INC.**

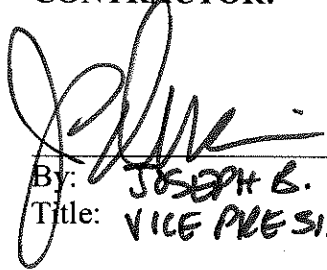
THIS AMENDMENT is made this ___ day of May, 2014, and amends the Agreement dated the August 21, 2012, (the "Agreement"), for on call professional services by and between Kleinfelder Northeast, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 215 First Street, Cambridge, MA (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for good and valuable consideration, agree to amend the Agreement, subject to appropriation, as follows:

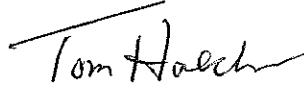
1. Amend Section 2.0 by deleting the words "June 30, 2014" and substituting therefore the words "June 30, 2016".

All other terms and conditions of the Agreement shall remain in full force and effect.

CONTRACTOR:



By: **JOSEPH B. CORMIER**
Title: **VICE PRESIDENT**

TOWN OF MEDWAY
By its Board of Selectmen


5.15.14

Dated:

Town Accountant:



Dated: 5/21/14

Chief Procurement Officer:

Dated: _____

Funding Source:

Key Org: _____

Account: _____

Approved As To Form

Town Counsel

Dated: _____

2014.05.08 Kleinfelder amendment (1301-04)



**EXTRACT FROM MINUTES OF SPECIAL MEETING
OF
BOARD OF DIRECTORS
OF
KLEINFELDER, INC.
Held at San Diego, CA
December 18, 2013**

“... ”

VOTED: that each and any of the following persons:

Robert M. Brandon
Joseph B. Cormier
Andrea V. d'Amato
Lisa C. Dickson
Stephen H. Geribo
William N. Hardy
Mary E. Loden
William J. Naughton
Donald L. Pomeroy
Arthur A. Spruch Robert
K. Templeton Larry W.
VandeVenter
Anthony J. Zuena

individually or with each other jointly is hereby authorized to execute and deliver for, in the name of and on behalf of the Corporation, all professional service contracts, agreements and other legal documents to be binding upon the Corporation, the execution and delivery of which are in the opinion of each of them, so acting, required or appropriate in the business of the Corporation, without prior or subsequent reference to the Board of Directors and the signature thereon by any of them shall be conclusive evidence for all purposes that such instrument is authorized by this vote.

...”

Certification of a True Copy and that the above vote was and is in full force and effect as of the date of this instrument.

Attest:

Date:

5/12/2014



CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Ch 62C, sec 49A, I certify under the penalties of perjury the KLEINFELDER, INC., to the best of my knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

94-1532513
Federal Identification NO.

KLEINFELDER, INC.
Corporate Name

Date: December 18, 2013

215 First Street, Suite 320
Cambridge, MA 02142
Address of Corporation

By: 
Corporate Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2014

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No., Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Kleinfelder Group, Inc. (See Attached Named Insured Schedule) 5015 Shoreham Place San Diego, CA 92122-5926	INSURER A: National Union Fire Insurance Co of Pittsburgh		19445
	INSURER B: The Insurance Company of the State of PA		19429
	INSURER C: Ace European Group Limited NAIC# AA1120810		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 20152072

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5388241	4/1/2014	4/1/2015	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA5101632	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC49342443 (AOS) WC49342437 (CA)	4/1/2014 4/1/2014	4/1/2015 4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability & Contractor's Pollution Liability			B0146LDUSA1403212	4/1/2014	4/1/2015	Each Claim: \$1,000,000 Aggregate: \$2,000,000

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

Projects as on file with the insured including but not limited to On-Call Professional Services. Town of Medway, MA is named as additional insured on the general and auto liability policies-see attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

Town of Medway
 Attn: Mr. Thomas Holder
 155 Village St.
 Medway MA 02053

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

AUTHORIZED REPRESENTATIVE

M B Christian

(BSTN) Mike Christian

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ACORD 25 (2014/01)

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DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: THE KLEINFELDER GROUP, INC.

CERT HOLDER NAME: Town of Medway
Attn: Mr. Thomas Holder

(Continued from Page 1)

Named Insureds:

The Kleinfelder Group, Inc.
Kleinfelder, Inc.
Kleinfelder Associates
Trinity Engineering Testing Corporation
ERG, LLC
CE2 Kleinfelder
Kleinfelder East, Inc.
Kleinfelder West, Inc.
Kleinfelder Central, Inc.
GeoSystems Engineering, Inc.
Kleinfelder Engineering, P.C.
Kleinfelder Southeast, Inc.
S E A Consultants, Inc.
Kleinfelder Oklahoma 100, LLC
Kleinfelder Oklahoma 200, LLC
Kleinfelder Texas 100, LLC
Kleinfelder Texas 200, LLC
Nodarse-Kleinfelder A Joint Venture LLC
Kleinfelder Guam 101, LLC
Kleinfelder Utah 100, LLC
Kleinfelder Colorado 100, LLC
Kleinfelder Kansas 100, LLC
Kleinfelder International, Inc.
Kleinfelder Australia Pty Ltd.
LPG Environmental & Permitting Services, Inc.
Buys and Associates, Inc.
Kleinfelder Northeast, Inc.
Kleinfelder New Mexico 100, LLC
Kleinfelder Canada, Inc.
Kleinfelder Drilling, Inc.
Corrigan Consulting, Inc.
Simon Wong Engineering
Omni Environmental, LLC
A-1 Surveying

Architects and Engineers Additional Insured Language*

The following policy language is from National Union Fire Insurance Company of Pittsburgh, PA Commercial General Liability Coverage:

Additional Insured:

- A. Section II – Who is an insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) *where required by written contract*.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
- A.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- B.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project. **(Form CG 20 10 07 04)**
- A. Section II – Who is an insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location *where required by written contract* of this endorsement performed for that additional insured an included in the "products-completed operations hazard." **(Form CG 20 37 07 04)**

Primary & Non-Contributory: The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard". This insurance is primary over any similar insurance available to any person or organization *where required by written contract*. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above. **(Form 90533 (3/06))**

Per Project Aggregate:

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project where required by written contract:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit. **(Form CG 25 03 03 97)**

Separation Of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the first Named Insured, this insured applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought. **(Form CG 00 01 12 07)**

Waiver Of Subrogation: The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.
(Form CG 24 04 10 93)

Notice Of Cancellation: For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 90 Days.
(Form CG 02 24 10 93)

NAMED INSURED: THE KLEINFELDER GROUP, INC.

POLICY NUMBER: GL5388241



AUTHORIZED REPRESENTATIVE

*From Forms: 51767 (04/02); CG 02 24 10 93; CG 20 10 07 04; CG 20 37 07 04; CG 24 04 10 93; CG 25 03 03 97; 90533 (3/06); CG 00 01 12 07

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2014 forms a part of

Policy No. CA5101632 issued to The Kleinfelder Group, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

WHERE REQUIRED BY WRITTEN CONTRACT

- I. SECTION II – LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured, is amended to add:**
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative

From: Barbara Saint Andre
Sent: Tuesday, May 20, 2014 12:50 PM
To: Thomas Holder
Cc: Suzanne Kennedy
Subject: RE: Kleinfelder amendment

CONFIDENTIAL NOT A PUBLIC RECORD
ATTORNEY CLIENT PRIVILEGE/NOT FOR PUBLIC RELEASE

Tom, the three year limit on contracts is found in G.L. c. 30B, §12, and applies to contracts procured under chapter 30B. Contracts for engineering, etc. are exempt from chapter 30B, thus exempt from the three year limit.

Barbara J. Saint André
Petrini & Associates, P.C.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS


*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services 

Date: August 20, 2012

RE: **Contract for Professional Engineering Services
Kleinfelder Northeast, Inc.**

Please find attached three (3) copies of a contract to formalize the Engineering Services of Kleinfelder Northeast, Inc.

This is a Master Service Agreement to allow the Town to request and receive services from Kleinfelder, Inc. Services will be performed based upon the attached Department-authorized model "Letter of Understanding" for small program-specific projects as they arise. Examples of the types of work covered by this proposed agreement would be Recycling Center Property Evaluation, Public Outreach Programs associated with Solid Waste & Recycling and Environmental Permitting tasks.

The primary function of a Master Service Agreement is to provide both the Town and Vendor with a concise and formal "umbrella" agreement upon which to execute various projects which arise from Department Operations.

These services will be funded from the DPS Operational Budget within the cost centers established for these types of expenditures as funds are available and are anticipated to cost no more than \$20,000.00 per fiscal year.

We greatly appreciate your consideration of this issue.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made on the ___ day of _____, 2012, by and between the Town of Medway, with a usual place of business at 155 Village Street, Medway, MA (hereinafter referred to as "Town"), and Kleinfelder Northeast, Inc., formerly known as S E A Consultants, Inc. (hereinafter "Consultant"), an engineering firm incorporated in the state of Massachusetts with a usual place of business at 215 First Street, Cambridge, Massachusetts.

Town and Consultant agree to the performance and furnishing of on-call professional services by Consultant for engineering, planning, architectural and other professional services as set forth in the mutual covenants below. Specific Projects will be authorized in the form of Letters of Understanding, which shall document the scope of work, schedule and fee. A model Letter of Understanding is attached hereto as Exhibit A and incorporated herein.

This Agreement will become effective on the date that the last party fully executes the same.

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 Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

Exhibits:

- A. Letter of Understanding
- B. Certificate(s) of Insurance and Licenses Required by this Agreement;
- C. Consultant's Corporate Authorization.

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in The Town's Request for Proposal, dated _____ (hereinafter referred to as "Consultant's Services"). This Agreement shall expire on June 30, 2014 unless sooner terminated as provided herein. The obligations of the Town hereunder are subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants 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. This provision in no way limits the Town's ability to bring actions based in negligence and breach of contract against the Consultant, which actions will be governed by the applicable statutes of limitations and the Massachusetts discovery rule regarding accrual dates for such limitations periods.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of 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.

The Town shall be entitled to use the documents solely in connection with the completion, maintenance, use and occupancy of the project for which they were prepared. Any other use without written verification or adaptation by the Consultant shall be at the Town's sole risk and without liability to Consultant.

5.0 TOWN'S RESPONSIBILITIES

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

6.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

In order for the Town to process payment, the Consultant shall invoice the Town monthly for work performed in accordance with the subject Letter of Understanding and documented related expenses incurred during the invoice period. The Town will process payment of invoices within 45 days after receipt of any invoices from the Consultant. The processing of payments to the Consultant shall be predicated upon the prior approval by the Town of all work covered by each individual invoice. The Town reserves all rights to reject any invoices from the Consultant on the grounds the work performed was not authorized by the Town. Compensation to the Consultant shall be in accordance with rates negotiated for respective classes of services as identified in the applicable Letter of Understanding.

7.0 SUSPENSION OF WORK

If Town is unable to proceed with a Project or its obligations 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 the control of 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 Consultant's 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 Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, including any Letter of Understanding, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in the excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

8.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work previously authorized by the Town and performed by the consultant through the date of termination less any offset or claim of Town. Consultant shall have no right to recover other amounts, including but not limited to, amounts for lost profits, indirect, incidental or consequential damages, and any unauthorized work performed by the consultant.

8.1.3 In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to 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.

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

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

8.1.6 The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination. Town shall notify Consultant forthwith if this Agreement is terminated for lack of appropriation.

8.2 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.

8.3 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.

9.0 INSURANCE

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

9.1 Worker's compensation insurance in accordance with state law;

- 9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.
- 9.3 The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached to this Agreement as Exhibit C.
- 9.4 Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

10.0 INDEMNIFICATION

Consultant hereby agrees to the fullest extent permitted by law, to indemnify, and hold harmless Town, and its officers, attorneys, employees, attorneys, 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 reasonable attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by the negligent acts, omissions, or provision of Consultant's services. If the Town requests that the Consultant indemnify it pursuant to this paragraph and the Consultant refuses, the Town will have the option of requiring the Consultant to participate in arbitration under the American Arbitration Association to determine whether or not the Consultant should indemnify the Town pursuant to this provision or any applicable law or legal theory. The Consultant agrees to participate in arbitration if required by the Town. The parties further agree that the decision of the arbitrator regarding indemnification will be binding and final. Neither party may appeal or seek to void the arbitrator's decision through any legal action filed in any court or agency of any state. Each party will bear its own expenses arising from such arbitration.

11.0 MISCELLANEOUS PROVISIONS

11.1 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 Town entered into this Agreement.

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 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 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.

11.4 Inspection by Town

The authorized representatives and agents of 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.

11.5 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.

11.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of 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.

11.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit C. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State and Town in performing the work embraced by this Agreement. 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.

11.8 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. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit E to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

11.9 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, the Project, or otherwise.

AGENDA

ITEM #4

Authorization of Chairman to Execute Contract Amendment #4 with LLB Architects – Thayer Project - \$6,000

Associated back up materials attached.

- Amendment #4

Note: Amendment reviewed by Town Counsel; awaiting receipt of signed amendment from vendor (mailed 5/29/14).

Proposed Motion: I move that the Board authorize the Chairman to execute contract amendment #4 with LLB Architects in the amount of \$6,000 pending the approval of Town Counsel and the Town Accountant.

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF MEDWAY AND LLB ARCHITECTS

PROFESSIONAL ARCHITECTURAL SERVICES

The Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts (hereinafter referred to as “Town”), and LLB Architects (hereinafter “Architect”), an architectural and engineering firm located at 161 Exchange Street, Pawtucket, RI 02860, hereby agree this 2nd day of June, 2014, to this Fourth Amendment to the Agreement dated June 18, 2012 regarding the performance and furnishing of certain professional services by Architect concerning Thayer house Architect and Engineering Services (hereinafter referred to as the “project”).

The Agreement is hereby amended as follows:

1.0 CONTRACT DOCUMENTS

Add Architect’s Proposal dated May 2, 2014 as Exhibit I.

2.0 ARCHITECT’S SERVICES

Change to read as follows:

The full execution of the Agreement and the First Amendment, the Second Amendment and ~~this Third Amendment~~, **and this Fourth Amendment** by the Town and Architect constitutes the Town’s written authorization for Architect to proceed with the professional services described in the Architect’s proposals dated June 18, 2012, September 20, 2012, December 13, 2012, ~~and~~ May 30, 2013, **and May 2, 2014** (hereinafter referred to as “Design Services”).

6.0 PAYMENT BY THE TOWN FOR ARCHITECTURAL SERVICES

Change the first paragraph of Section 6.0 to read as follows:

The Town shall pay the Architect for the performance of this Agreement the not to exceed sum of \$212,440 (two hundred twelve thousand four hundred forty dollars). Of this amount the Town will pay Architect the not-to-exceed sum of \$175,940 for Phase I of the project, including the Phase B additional services described in Exhibit F, the project re-bid additional services described in Exhibit G, and the hazardous materials survey and design additional services described in Exhibit H, and the Town will pay Architect the not-to-exceed sum of \$30,500 for Phase II of the project, for a total not to exceed the \$212,440. Phase II is subject to Town Meeting approval and Architect shall not be paid for any service related to Phase II without such approval and without notice to proceed on Phase II from the Town. **The Town shall pay the Architect for the performance of this Agreement the not to exceed sum of \$6,000 for hourly rates for additional services described in Exhibit B (page 15).**

The Town shall pay the Architect for the performance of this Agreement the not to exceed sum of \$4,000 for reimbursable expenses described in Exhibit B (page 15).

IN WITNESS WHEREOF the parties hereto have executed copies of this Fourth Amendment to the Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

DESIGNER: _____

TOWN OF MEDWAY
By its Board of Selectmen

By: _____

Title: _____

Corporate Seal:

Town Accountant

Chief Procurement Officer

Dated: _____

Dated: _____

Funding Source:

Account: _____

Approved As To Form

Town Counsel

Dated: _____

2 May 2014

Thayer Homestead Development Committee
Town of Medway
Office of the Department of Public Services
155 Village Street
Medway, MA

Re: Hourly Services, Thayer Homestead Project in Medway, MA
1215 Thayer Homestead

Dear Dan,

This proposal is provided per your request following last night's meeting of the Thayer Homestead Development Committee, to facilitate an amendment to the contract between the Town of Medway and LLB Architects.

The amendment would formally add a not to exceed amount of **\$6,000** for hourly rates for additional services, to include site visits, inspections and document review by LLB Architects and/or its consulting engineers.

Thank you.

Respectfully,

LLB Architects

Jonathan M. Taylor, AIA, NCARB, LEED AP
Project Manager



Lerner Ladds Bartels

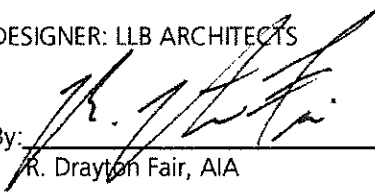
161 Exchange St.
Pawtucket, RI 02860

401.421.7715
www.LLBArch.com

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement:

DESIGNER: LLB ARCHITECTS

TOWN OF MEDWAY
By its Board of Selectmen

By: 
R. Drayton Fair, AIA

Title: Principal

Town Accountant

Chief Procurement Officer

Dated: _____

Dated: _____

Funding Source:

Account: _____

Approved As To Form

Dated: _____

Town Counsel

AGENDA

ITEM #5

Authorization of Chairman to Execute Contract Amendment #2 with Architectural Consulting Group – Thayer Project - \$5,200

Associated materials attached.

- Contract Amendment #2

Note: Contract amendment prepared by Town Counsel; awaiting receipt of signed document from vendor (mailed 5/29/14).

Proposed Motion: I move that the Board authorize the Chairman to execute contract amendment #2 with Architectural Consulting Group in the amount of \$5,200 pending the approval of Town Counsel and the Town Accountant.

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE TOWN OF MEDWAY AND ARCHITECTURAL CONSULTING GROUP, LLC**

(OPM) OWNER PROJECT MANAGER SERVICES

The Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts (hereinafter referred to as “Town”), and Architectural Consulting Group (hereinafter “Consultant”), an OPM firm incorporated in the Commonwealth of Massachusetts with its principal place of business at 822 Mt. Pleasant Street, New Bedford, MA 02745, hereby agree this _____ day of June, 2014, to this Second Amendment to the Agreement dated February 23, 2012 regarding the performance and furnishing of certain professional OPM services by Consultant pursuant to G.L. c. 149, § 44A ½ with regard to the Town-approved renovation with sympathetic addition for the Thayer Homestead, located at 2B Oak Street, Medway, MA (hereinafter referred to as the “project”).

The Agreement is hereby amended as follows:

1.0 CONTRACT DOCUMENTS

Add Consultant’s Proposed Amendment No. 3 dated May 16, 2014 as Exhibit G.

2.0 CONSULTANT’S SERVICES

Change to read as follows:

The full execution of the Agreement, the First Amendment dated 5/6/13 and this Second Amendment by the Town and Consultant constitutes the Town’s written authorization for Consultant to proceed with the professional services described in the Consultant’s proposals dated February 9, 2012 (Exhibit B to the Agreement), April 4, 2013 (Exhibit F to the Agreement) and May 16, 2014 (Exhibit G to the Agreement) (hereinafter referred to as “OPM Services”).

6.0 PAYMENT BY THE TOWN FOR OPM SERVICES

Change the first paragraph of Section 6.0 to read as follows:

The Town shall pay the Consultant for the performance of this Agreement the not to exceed sum of **\$180,570 (one hundred eighty thousand five hundred and seventy dollars)**. **Of this amount the Town will pay Consultant the not-to-exceed sum of \$26,150 for Phase I of the project (pre-design, design and pre-construction phase, including the re-bid OPM services set forth in Exhibit F), and the Town will pay Consultant the not-to-exceed sum of \$154,420 for Phase II of the project (including the clerk of the works and post-construction phase OPM services set forth in Exhibit F), for a total not to exceed the \$180,570.** Phase II is subject to Town Meeting approval and Consultant shall not be paid for any service related to Phase II without such approval and without notice to proceed on Phase II from the Town.

IN WITNESS WHEREOF the parties hereto have executed copies of this First Amendment to the Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

OPM: Architectural Consulting Group, LLC

**TOWN OF MEDWAY
By its Board of Selectmen**

By: _____

Title: _____

Corporate Seal:

Town Accountant

Chief Procurement Officer

Dated: _____

Dated: _____

Funding Source:

Account: _____

Approved As To Form

Town Counsel

Dated: _____

AMENDMENT NO. #3

TO THE AGREEMENT BETWEEN TOWN OF MEDWAY AND ARCHITECTURAL CONSULTING GROUP, LLC, INC., DATED FEBRUARY 23, 2013 FOR EXTRA SERVICE AT THE THAYER HOMSTEAD PROJECT.

This Amendment, dated March 6, 2014, supplements and amends the above referenced Agreement, dated February 23, 2012 and Amendment #2, dated April 4, 2013 for 45 weeks of construction phase services concluding on March 5, 2014 between the Town of Medway and the Architectural Consulting Group, LLC, Inc. as amended and supplemented herein, the Agreement remains in effect in accordance with its terms.


The Agreement is amended and supplemented as follows:

1. After execution of this Amendment by the Parties, ACG did continue full-time project management services for the Project in accordance with the terms of the Agreement, as amended. For such services ACG shall be paid by the Town of Medway an amount of \$5,200.00 for Clerk of Work Services from March 4, 2014 through March 21, 2014 for onsite observing and recording activities.

TOWN OF MEDWAY

ARCHITECTURAL CONSULTING
GROUP, LLC, INC.

Daniel Hooper
Thayer House Committee Chairman



Michael W. Josefek
President

Dated: _____

Dated: 5/16/14

AGENDA

ITEM #6

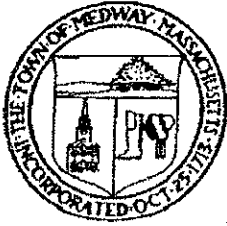
**Approval – One-Day Alcohol Licenses:
Charles River Bank – Jun 17; John
Foresto – Jun 12**

Associated back up materials attached.

- Charles River Request and Police Dept. Recommendation
- John Foresto Request and Police Dept. Recommendation

Note: Board's policy allows waiving of the one-day license fee at its discretion. Both Charles River Bank and Mr. Foresto have requested the fee be waived.

Proposed Motion: I move that the Board approve the one-day alcohol license requests of Charles River Bank for June 17, 2014 and John Foresto for June 12, and that the associated fee be waived in both cases.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

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.

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

For Profit License Fee: \$50 (Eligible for Wine & Malt Only)

Date May 14, 2014

All Alcohol _____ Wine and Malt x

Event Community Advisory Board Meeting

Name of Organization/Applicant Charles River Bank

Address 70 Main Street/PO Box 740, Medway, MA 02053

SS# or FID# _____

Phone (508) 533-8661 Fax _____ Email ; _____

Non-Profit Organization Y _____ N x

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date June 17, 2014

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 6-8:30 PM

Is event open to the general public? Y _____ N x

Estimated attendance 50



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

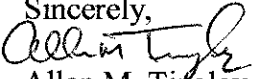
May 16, 2014

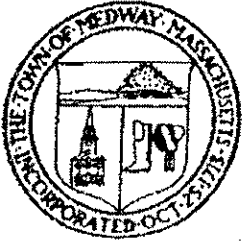
To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Charles River Bank

I have reviewed the request from the Charles River Bank for a one day liquor license for their Community Advisory Board Meeting to be held at the Thayer House, 2B Oak Street, on June 17, 2014. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

Sincerely,

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 X

Event Retirement Party

Name of Organization/Applicant John Foresto, Selectman

Address Board of Selectmen's Office

SS# or FID# _____

Phone (508)533-3264 Fax () _____ Email _____

Non-Profit Organization Y _____ N X*

Attach non-profit certificate of exemption *Not for profit application

Event Location Thayer Homestead, 2B Oak Street

Event Date Thurs., Jun 12, 2014

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y X N _____

Estimated attendance 100

Will there be an age restriction? Y X N _____

Minimum age allowed: 21

How, where and by whom will ID's be checked? Bartending staff :

Special Occasion Servers

Is there a charge for the beverages? Y X N _____

Price structure:

Alcohol server(s)

Attach Proof of Alcohol Server Training

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y X N _____

Experience Professional staff; certified in safe alcoholic beverage service

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application May 7, 2014

Applicant's Signature 

Applicant's Name John Foresto

Address Board of Selectmen's Office

Phone () _____ Fax () _____ Email _____

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, 2nd Fl _____ Date _____

Building Department _____
Town Hall, 1st 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

May 16, 2014

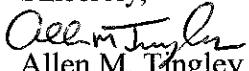
To: Glenn Trindade
Medway Board of Selectmen

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Suzanne Kennedy's Retirement Party

I have reviewed the request from John Foresto, Medway Board of Selectmen for a one day liquor license Suzanne Kennedy's Dinner and Celebration to be held at the Thayer House, 2B Oak Street, on June 12, 2014. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer and alcohol be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

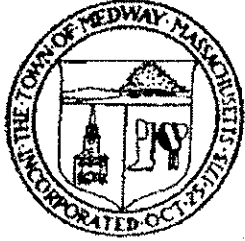
ITEM #7

**Approval – Shining Stars Nursery
School 1st Annual 5K Walk/Run –
Oct. 4, 2014**

Associated back up materials attached.

- Request
- Police Dept. Recommendation

Proposed Motion: I move that the Board approve Shining Stars Nursery's request to hold a 5K on October 4, 2014 with the condition that the organization hire two detail officers to assure the safety of the participants and the movement of traffic during the event.



Town of Medway
BOARD OF SELECTMEN
155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

PUBLIC EVENT APPLICATION
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)

Today's Date: 5-20-2014

Applicant Name: Jennifer LeLand _____

Applicant's Organization: Shining Stars Nursery School _____

Contact Name: Barbara Fasolino _____

Address: 236 Main Street Medway Ma 02053 _____

Telephone # _____ Email: _____

Event Date and Hours: October 4, 2014 7:00am – 1:00pm _____

Location of Event: (Must provide written permission of property owner)
Mc Govern School see attached field permit

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location:

See attached route map

[Attach map of route]

Description of Event and Proposed Activities:

5K Walk/Run Non-profit fundraising event.

Expected Number and Type of Participants (persons, animals, vehicles):
200 ?

Audience/Spectator Estimate: 50 _____

Describe all crowd control, traffic control, or other safety measures:
Please see attached safety plan

Insurance Information: Attached

Issuing Company: Esix Entertainment & Sports Insurance experts

Public Liability Coverage Limit: 3,000,000

Requirements:

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

NOTE: Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

If fundraising:

Provide evidence of non-profit status Yes

Estimated expenses: 3,000

Estimated profit: 2,500

Describe how proceeds will be expended:

This is a non-profit fundraising event. Money raised will go back into the school Shining Stars Nursery School and into a scholarship fund for Medway High School students attending college for education.

Applicant, By: Event Manager
Signature Title

Barbara Fasolino
Print Name

Food Permits - Contact Board of Health for requirements 508- 533-3206

Fire Details-Permits - Contact Fire Department for required permits 508-533-3213

Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253

Police Details – Contact Police Department - Safety Officer - 508-533-3212

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

PUBLIC EVENT APPLICATION
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)

Applicant: _____ Barbara Fasolino _____

Date: _____ 5/20/2014 _____

COMMENTS: FOR TOWN USE ONLY

Police/Safety Officer: _____

BOH _____

Fire: _____

Inspection: _____

Approval: Yes No

Conditions: _____

Shining Stars Nursery School 1st Annual 5K walk/run
Safety Plan

1st Annual 5K Run/Walk will start promptly at 9am at The McGovern School, 9 Lovering Street Medway Ma. 8:00am will start the course set up. The entire route will be marked including mile markers and cone set up to keep runners on the right side of the road.

The Main road of Lovering Street will be closed by the Medway Police Dept. and the race will start promptly at 9:00am. Police detail will be in place to direct traffic throughout the entire race. Per our safety meeting with Sgt. Watson of the Medway Police Dept. Spotters will also be placed along the route to assist runners.

We will utilize cell phone communication throughout the race, and all volunteers, Staff and emergency personnel will be given all emergency contact information.

This is a loop course on the back roads, with rolling hills, mile markers and a water station at the halfway point. This is a professional timed race. Services will be provided by racewire.



Town of Medway
Board of Park & Recreation Commissioners
 155 Village Street
 Medway, Massachusetts 02053
 (508) 533-3275 508-321-4985 (Fax)

Sean Murphy Ross Rackliff Robert Reagan, Jr.

**PERMIT APPLICATION FOR USE OF
 ATHLETIC, SPORT OR OTHER FACILITIES**

DATE OF APPLICATION: 4-24-14 PERMIT NUMBER: 2014 0150
 MAILING The Main Event Company
 ADDRESS: 236 Main St Medway
 CONTACT PERSON: Barbara Fasolino
 TELEPHONE - DAY: _____ EVENING: _____
 FIELD LOCATION(S): McGovern School
 DATE(S) & TIME(S): 10/4/14 7:00am - 1:00pm
 (GAME DAY)
 DATE(S) & TIME(S): Rain or Shine
 (PRACTICE DAY/RAIN DAY)
 USE/EVENT: Shining Stars Nursery School 5K Run/Walk
non-profit fund raising event for Scholarship Fund.
 PERMIT FEE: _____ ADMIN FEE: \$15.00
 Security Deposit (if applicable): _____ DATE PAID: _____
 SIGNED: Barbara Fasolino DATE: 4/24/14

IMPORTANT INFORMATION - PLEASE READ CAREFULLY:

1. Applicant must contact the Department of Public Services regarding any changes in the information provided in this Permit Application.
2. To determine resident status, a team roster showing name, age, and address is to be provided. All information will be kept strictly confidential.
3. A copy of current insurance coverage in the minimum amount of \$1 Million-\$1 Million for General Liability and \$25 Thousand for Property Damage must accompany this Application.
4. No play is allowed on soggy or saturated fields, or during steady rain of any kind. Any damage to any field or facility is the responsibility of the Applicant and will be repaired at their expense.
5. Town By-laws prohibit possession or consumption of alcoholic beverages on Town property.
6. All fees must be paid at the time of the submission of the Permit Application.
7. The School District has priority in scheduling for published events using school fields and /or facilities.
8. Failure to comply with any of the foregoing can result in forfeit of facility usage, penalties as described under the Non-Criminal Disposition By-law, or both.
9. Only service dogs are permitted in Medway parks. No other dogs, whether leashed or unleashed, are allowed.

BOARD OF HEALTH

APPROVED TO RELEASE PERMIT: Not Applicable DATE: _____

DPS APPROVED: Judi Larkin DATE: 05/12/14
 Director, Dept. of Public Services or
 DPS Program Administrator



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

May 23, 2014

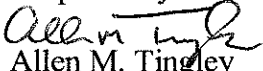
To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Shining Stars Nursery School 5K walk/ Road Race Fundraiser

I have reviewed the running route, mapped out for the Shining Star 5K road race, scheduled for October 4, 2014, starting at 9AM. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #8

Action Items from Previous Meetings

Associated back up 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	T. Holder/S. Kennedy	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	4/1/2013	Speak with owner of Oakland St property re: possible park extension	G. Trindade	In process
5	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
6	2/24/2014	Report on unaccounted for water	T.Holder	6/1/14

AGENDA

ITEM #9

Approval of Warrants

Warrants to be provided at meeting.

AGENDA ITEM #10

Town Administrator's Report

AGENDA

ITEM #11

Selectmen's Reports