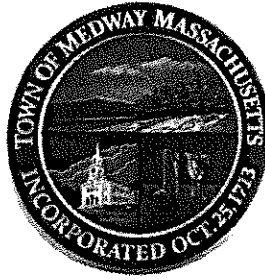


**Board of Selectmen**

*Maryjane White, Chair*  
*Richard A. D'Innocenzo, Vice-Chair*  
*Dennis P. Crowley, Clerk*  
*Glenn D. Trindade*  
*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 - Workshop**

**September 19, 2017 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

**Agenda**

7:00 PM

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

Other Business

1. Discussion – Exelon Revenue
2. Approval – Contract with Salmon Home Care, LLC for Communicable Disease Investigations - \$14,500
3. One-day liquor License Application
  - a. McGilvray – Thayer Homestead – 10/1/17
4. Live Entertainment License Application\*
  - a. Medway Community Farm – 10/1/17
5. Executive Session, Exemption 6: To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body and the Chair so declares [158 Main St]

\*#4 added as of September 14, 2017

---

For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

October 2, 2017 ---- Regular Meeting

October 16, 2017 ---- Regular Meeting

# AGENDA ITEM

## #1

### Discussion – Exelon Revenue

*Associated back up materials attached.*

- Revenue Usage Projections spreadsheet from Michael Boynton

# Exelon West Medway II, LLC

## Revenue Usage Projections

<b>FY'19 - Year One of Pilot Agreement</b>		<b>\$3,830,400.00</b>
<i>Available for use in FY19 if included in the FY19 Estimated Real Estate Tax projections</i>		
<b>Potential Uses:</b>		
Roads & Sidewalks		\$1,000,000.00
OPEB Increase	(Annual Total \$300k)	\$200,000.00
School Department Budget Increase		\$500,000.00
Snow & Ice Expenses Increase		\$200,000.00
Combined Facilities Management		\$100,000.00
Stormwater Management		\$200,000.00
Debt Budget - DPS Facility Debt		\$900,000.00
Police - Detective & Traffic	2 FTE w/benefits	\$132,000.00
Firefighter-Paramedics	4 FTE's w/benefits	\$302,000.00
Solid Waste Budget - FT Salary Shift to GF		\$295,000.00
<b>TOTAL PROJECTED</b>		<b>\$3,829,000.00</b>
<b>SURPLUS/(Deficit)</b>		<b>\$1,400.00</b>

# AGENDA ITEM

## #2

### **Approval – Contract with Salmon Home Care, LLC for Communicable Disease Investigations - \$14,500**

*Associated back up materials attached.*

- Memo from Beth Hallal
- Contract

**Proposed motion:**

I move that the Board authorize the Chair to execute a contract with Salmon Home Care, LLC in the amount of \$14,500 for communicable disease investigations.

# MEMORANDUM

TO: Medway Board of Selectmen  
FROM: Beth M. Hallal, R.S., Health Director *B.H.*  
RE: Salmon Home Care FY18 Contract  
DATE: September 14, 2017

The town of Medway has been using the Salmon VNA and Hospice (Salmon) for public health nursing and health promotion activities to the residents of Medway for several years. Under this contract Salmon provides the town with yearly flu clinics, communicable disease investigations, public health information calls, health screening/health education clinics and maternal-child health services. Many towns have a public health nurse on staff to provide these services. The contract with Salmon provides the town with most of the services provided by a public health nurse.

The reason the contract is before you today and not at an earlier date is because Salmon had a change in staff. I actually contacted the nurse provided to our town asking what is going on. At that point the contract was provided to us. We prepared our paperwork and sent it back to Salmon. Several times we contacted Salmon regarding the matter. Just recently the town accountant came to me with the signed contract. We sent to town council and here we are. At no time was there any interruption in service.

**CONTRACT BETWEEN  
THE TOWN OF MEDWAY  
AND  
SALMON HOME CARE**

This Agreement is made on this <sup>19</sup> ~~21~~<sup>Sep</sup> day of ~~June~~, 2017, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Salmon Home Care, LLC (hereinafter, "Contractor") whereby the Town and Contractor contract for services under the terms and conditions set forth herein.

**I. GOODS**

Contractor shall provide services pursuant to the Town's specifications. See Attachment A for identification of services to be provided. 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 bid or proposal Attachment A
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 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 written or oral 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 \$14,150.00 for the services delivered pursuant to this contract. 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 June 30, 2018.

#### **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. The Contractor hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

#### **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 Mass. Gen. L. Ch. 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.

#### **V. TERMINATION**

This contract may be terminated by the Town upon ten days advance written notice by certified mail to Contractor. The Town may immediately terminate this Agreement if failure to so terminate would be inconsistent with appropriate patient care or applicable law, including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA").

#### **VI. 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: Salmon Home Care, LLC**  
Title V.P. Finance and CFO  
Company Salmon Home Care, LLC  
Address 37 Birch Street Milford, MA 01757

## **VII. 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 and both parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

## **VIII. 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.

## **IX. CONFIDENTIALITY**


Contractor hereby agrees to comply with HIPAA and its implementing regulations, as amended from time to time and any applicable state laws and regulations governing the use, disclosure, security, confidentiality and destruction of any and all records which contain individuals' protected health information or other confidential information. The parties hereby further agree to execute a Business Associate Agreement to the extent necessary.

## **X. SEVERABILITY**

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.



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

  
For Salmon Home Care, LLC  
By its duly authorized representative


\_\_\_\_\_  
For the Town of Medway  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Date: 8/29/2017

Date: \_\_\_\_\_

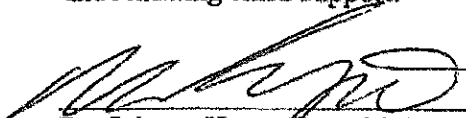
Approved as to availability of funds:

Approved as to form:

  
\_\_\_\_\_  
Town Accountant  
01510002 5300

  
\_\_\_\_\_  
Town Counsel

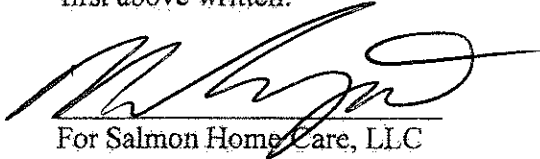
Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **Salmon Home Care, LLC** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
\_\_\_\_\_  
For Salmon Home Care, LLC  
By their duly authorized representative

Social Security number or Tax Identification number: 45 - 2944498

*General Contract for Goods-Services*  
563919/MDWY/0001

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



For Salmon Home Care, LLC  
By its duly authorized representative

\_\_\_\_\_  
For the Town of Medway

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 8/25/2017

Date: \_\_\_\_\_

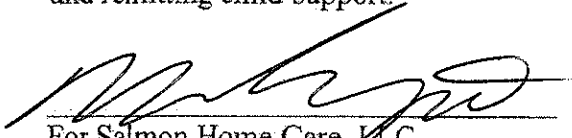
Approved as to availability of funds:

Approved as to form:

\_\_\_\_\_  
Town Accountant  
01510002 5300

\_\_\_\_\_  
Town Counsel

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **Salmon Home Care, LLC** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



For Salmon Home Care, LLC  
By their duly authorized representative

Social Security number or Tax Identification number: 45-2944498

*General Contract for Goods-Services*

563919/MDWY/0001

Certificate of Authority

The undersigned, **Matthew Salmon**, hereby certifies that he is the duly elected Secretary of Salmon Home Care, LLC (the "Company"), and further certifies on behalf of the Company that **Mark Surprenant**, **Executive Director**, is authorized to execute any standard contract, any and all related documents, certificates and instruments, and to take any and all such actions as she deems necessary or desirable to carry out the purposes and intent of the Company and behalf of the Company.

As of the date hereof, such authorization remains in full effect and has not been modified or revoked.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of 6/21/2017

Salmon Home Care, LLC

By: \_\_\_\_\_

Matthew Salmon, ~~Chief Operating Officer~~

*Executive Officer*

**CERTIFICATE OF COMPLIANCE WITH  
MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (please print or type) Social Security Number

**Corporate**

Salmon Home Care LLC  
Corporate Name (please print or type)

MSL  
Signature of Corporate Officer Date

Matthew Salmon CEO  
Name of Corporate Officer (please print or type) Title

45-2944498  
Taxpayer Identification Number

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**AGREEMENT BETWEEN THE TOWN OF MEDWAY**  
**and**  
**SALMON HOME CARE, LLC**

**Attachment A**  
**Scope of Services**

**Fiscal Year: 2018**

The Contractor is to provide public health nursing duties to the Town as specified by the Agreement and this Scope of Services. Additional activities or duties must be discussed and agreed upon by both parties and will be subject to additional cost(s).

**Mutual Responsibilities:**

A liaison person shall be designated by the Town and by the Contractor to meet as necessary to review the program, discuss the services provided, and to be available as needed to consider both specific and general problems which may arise.

**Town Representative:** Beth M. Hallal, R.S., Health Director

**Contractor Representative:** Mark Surprenant

**Responsibilities of the Contractor:**

**A. Communicable Disease Investigations:**

1. The Contractor shall be responsible for all required communicable disease follow-up investigations, including the completion and submission of the investigation reports to the Massachusetts Department of Public Health (DPH), counseling and education, testing, and screening for communicable diseases as identified by the DPH. All communicable diseases will be reported via DPH's MAVEN system.
2. The agreement with the VNA includes unrestricted telephone access to knowledgeable public health nurses 365 days per year for information and guidance concerning public health issues at no additional charge. The agreement provides a resource to Town residents and businesses to answer questions regarding communicable diseases and prevention
3. Immunization, other than at the annual, seasonal influenza clinics, will be limited to individuals exposed to applicable communicable diseases, such as Hepatitis A, in instances when the vaccine is made available from DPH. All other requests for preventative immunization and/or TB screening for departments of the Town will be considered on a private pay basis.
4. In the event of the need for a significant number of home visits in order to conduct direct observed therapy (DOT) for confirmed, active tuberculosis cases or children under five on prophylaxis, consideration for an amendment may be requested.

B. Clinic Program:

The Contractor shall provide a health promotion clinic program to the Town, which includes the following:

1. Health Screening/Health Education Clinics: Vital sign and health education clinics will be held five times per year at times and at location(s) established in conjunction with the Town, e.g., Senior Centers. The objective of this program is to provide health screening, preventive health education and health awareness, as well as information on local health resources.
2. Annual Seasonal Influenza Clinics: One seasonal immunization clinic will be held for persons who are identified by the Massachusetts' DPH as eligible for receipt of State provided vaccine. This clinic will be set up directly with the Health Director. Vaccine availability and supply will be determined by the number of doses provided by DPH. Medical supplies, including disposal of the hazardous waste, will be provided and handled by the Contractor and is included in the cost of the Agreement.
3. Maternal-Child Health Services:
  1. Accepting referrals for any child abuse or neglect concerns, visiting family and following through as necessary with mandated reporting, counseling, education and support.
  2. Assisting pregnant women to secure early and continuous medical and dental care.
  3. Visiting the homes of premature babies to assist parents with instruction in the care of infant.
  4. Visiting the homes of other new babies where there is a need for health promotion education.
  5. Encouraging medical supervision and early immunization by the family physician. Working cooperatively with other community agencies and making referrals to them as indicated.

C. General

Patient health care records shall be confidentially maintained by the Contractor. All necessary reports shall be completed by the designated Contractor personnel via MAVEN. Immunization records will be stored securely offsite for the required number of years in accordance with state and federal law record retention requirements. The Contractor shall maintain all reports confidentially in accordance with all applicable state and federal law, including, but not limited to, HIPAA's Privacy and Security Rules' requirements and G.L. c. 93H.

**Responsibilities of the Board of Health:**

- A. The Board of Health will make available a representative for the purpose of consultation and/or home visitation, should environmental conditions warrant such action.
- B. Consideration of additional reimbursement to the Contractor should a significant number of home visits in order to conduct direct observed therapy (DOT) occur.

563918/MDWY/0001



*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A handwritten signature in black ink, appearing to be "M. [unclear]", is written over a horizontal line.

Signature of individual submitting bid or proposal

*Salmon Home Care LLC*

Name of Business (please type or print)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2017

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

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

<b>PRODUCER</b> Sallop Insurance Inc. 25 New Chardon Street Boston MA 02114-4721		<b>CONTACT NAME:</b> Kara Reynolds <b>PHONE (A/C, No, Ext):</b> (617)488-6600 <b>FAX (A/C, No):</b> (617)488-6601 <b>E-MAIL ADDRESS:</b> kreyolds@sallop.com																						
<b>INSURED</b> Salmon Home Care, LLC, DBA: Milford VNA 5 Lyman Street Westborough MA 01581		<table border="1"> <tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr><td>INSURER A:</td><td>Philadelphia Indemnity Insurance Company</td><td></td></tr> <tr><td>INSURER B:</td><td>Atlantic Charter Insurance Company</td><td></td></tr> <tr><td>INSURER C:</td><td>Ironshore Specialty Insurance</td><td></td></tr> <tr><td>INSURER D:</td><td></td><td></td></tr> <tr><td>INSURER E:</td><td></td><td></td></tr> <tr><td>INSURER F:</td><td></td><td></td></tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company		INSURER B:	Atlantic Charter Insurance Company		INSURER C:	Ironshore Specialty Insurance		INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Philadelphia Indemnity Insurance Company																							
INSURER B:	Atlantic Charter Insurance Company																							
INSURER C:	Ironshore Specialty Insurance																							
INSURER D:																								
INSURER E:																								
INSURER F:																								


**COVERAGES****CERTIFICATE NUMBER:** Liability17-18**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 Prof Liab \$1mil/\$3mil <input checked="" type="checkbox"/> Abuse/Molestation \$1mil/\$1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1687804	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1mil/3mil
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK1687804	07/31/2017	07/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		PHUB594083	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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	WCA00548304	02/01/2007	02/01/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Second Layer Excess Liability	Y		000794606	11/01/2015	11/01/2017	Per Claim 3,000,000 Aggregate 3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



# AGENDA ITEM

## #3

### Approval of One-Day Liquor License Application

- McGilvray – Thayer Homestead – 10/1/17

*Associated back up materials attached.*

- Application and Police Chief's recommendation for Sarah McGilvray

**Proposed motion:**

I move that the Board approve the one-day liquor license for Sarah McGilvray for the event to be held at the Thayer Homestead on October 1, 2017 subject to Police Chief's recommendations and proof of appropriate insurance coverage.



# 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

September 14, 2017

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 <sup>one</sup> day alcohol license request from Sarah McGilvray for a wedding reception scheduled for October 1, 2017 at the Thayer House.

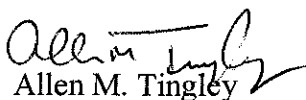
I approve of the issuing of the permit with the following conditions.

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 alcoholic beverages 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

**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 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.

There is no fee for this license.

All Alcohol  Wine and Malt

Event Wedding Reception Event Date 10/1/2017

Name of Organization/Applicant Sarah McGilvray

Non-Profit Organization Y  N  (Attach non-profit certificate of exemption)

Event Location Thayer Homestead

Event Hours 4:00 - 10:00 (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y  N  Estimated attendance 60

Will there be an age restriction? Y  N  Minimum age allowed: \_\_\_\_\_

How, where and by whom will ID's be checked? Bartender

Is there a charge for the beverages? Y  N  Price Structure: \_\_\_\_\_

Alcohol server(s) (Attach Proof of Alcohol Server Training) Jillian Gould

Provisions for Security or 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

Applicant's Signature [Signature] Date of Application 9/11/2017

Applicant's Name (Please Print) Sarah McGilvray

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 \_\_\_\_\_ Date  
315 Village St

Fire Department \_\_\_\_\_ Date  
44 Milford St

Board of Health \_\_\_\_\_ Date  
Town Hall, 2<sup>nd</sup> Fl

Building Department \_\_\_\_\_ Date  
Town Hall, 1<sup>st</sup> Fl





Aa

U<sup>s</sup>

Do not click Back-Buttons to leave this window

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.0**  
For coursework completed on September 8, 2017  
provided by Health Communications, Inc.  
is hereby granted to:

**Jillian Gould**

Certification to be sent to:

161 N Main St Apt 3  
Uxbridge MA, 01569-1726 USA



HEALTH COMMUNICATIONS, INC.



This document is not part of eTIPS. eTIPS is a trademark of Health Communications, Inc. All other trademarks are the property of their respective owners.



# AGENDA ITEM

## #4

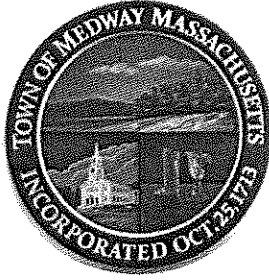
### Approval of Live Entertainment License Application

*Associated back up materials attached.*

- Application from and for Medway Community Farm for Sunday, October 1, 2017 including Board of Health Approval

**Proposed motion:**

I move that the Board approve the live entertainment license for the Medway Community Farm for the event to be held at the Medway Community Farm on October 1, 2017 subject to the Building Department, Fire Chief and Police Chief's recommendations and proof of appropriate insurance coverage.



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  One-day  Sept 18<sup>th</sup> 2017  
Please submit at least 2 weeks prior to event Date of Application

Name of Applicant/Organization Medway Community Farm

Address of Applicant 50 Winthrop Street Medway, MA

Social Security #: \_\_\_\_\_ or Federal ID #: 30-0516241

Location of Event Medway Community Farm  
(1. Floor Plan/Site Plan and 2. Written permission of property owner must be submitted with application)

Describe entertainment to be conducted Phat Daddies small band  
playing at MCF Fall Festival

Date of event(s) October 1st Hours of event(s) 12 p.m - 4 p.m

Approximate number of people expected 150 - 175  
(Over 500 people - Applicant must submit parking plan)

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.**

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.

Oliver A. Rempsey  
Signature of Applicant

APPLICATION FOR EXHIBITION, SHOW OR AMUSEMENT LICENSE  
LIVE ENTERTAINMENT

Applicant/Organization Medway Com. Fair

[FOR OFFICE USE ONLY]

Approved:

POLICE DEPARTMENT \_\_\_\_\_

Date

BOARD OF HEALTH B. Stull \_\_\_\_\_

Date

*License req for  
1 day permits  
on 3 vendors*

BUILDING DEPARTMENT \_\_\_\_\_

Date

FIRE DEPARTMENT \_\_\_\_\_

Date