

NEW BUSINESS
08/08/16

CONTRACT BETWEEN THE TOWN OF MIDDLEBOROUGH
AND
FULL CIRCLE TECHNOLOGIES, INC.

State Contract # ITS53ProjServTS

This Agreement is made on this ____ day of _____, 20__ between the Town of Middleborough, (hereinafter, the "Town") and Full Circle Technologies Inc. (Vendor/Consultant), whereby the parties contract for services under the terms and conditions set forth herein.

I. PARTIES

The parties to this contract are the Town of Middleborough and Full Circle Technologies, Inc. The Town of Middleborough is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at 10 Nickerson Avenue, Middleborough, MA 02346 and Full Circle Technologies, Inc. is a corporation with a principal place of business at 11 Beacon Street, Suite # 1115, Boston, MA 02108.

II. DESIGNATED REPRESENTATIVES

The Town designates Robert G. Nunes, Town Manager, Tara Pirraglia, I.T. Director, and Robert Whalen, Building Commissioner, and Full Circle Technologies, Inc. designates Rajan Nanda, Director, as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) Full Circle Technologies Compensation Sheet
- 3) Full Circle Technologies, Inc. Certificate of Non-Collusion;
- 4) Full Circle Technologies, Inc. Certificate of Tax Compliance;
- 5) Full Circle Technologies, Inc. Certificate of Authorization;
- 6) Full Circle Technologies, Inc. Certificates of Insurance;

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. If the terms of any of the documents are in conflict, the terms of this agreement shall prevail.

IV. SERVICES

The scope of services to be provided by Full Circle Technologies, Inc. is as follows:

“The services to be performed by Full Circle Technologies Inc.(Vendor/Consultant) are fully described in the Compensation Sheet, which is attached hereto and incorporated herein by reference”

V. QUALITY OF WORK

Full Circle technologies, Inc. represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. Full Circle Technologies, Inc. shall be liable for its services rendered under this Contract.

VI. COMPENSATION

On a monthly basis, Full Circle Technologies, Inc. shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Full Circle Technologies, Inc. Total compensation to be paid to Full Circle Technologies, Inc. pursuant to this contract shall not exceed **\$13650**.

VII. TIME FOR PERFORMANCE

All services to be performed pursuant to this contract shall be completed by Full Circle Technologies, Inc. by November 30, 2016 for the initial implementation of the online Building program.

VIII. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

IX. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the Town if this contract is signed by the Chairman of the Board of Selectmen. This contract is binding and enforceable against Full Circle Technologies, Inc. if signed by their authorized representative.

X. ASSIGNMENT

Full Circle Technologies, Inc. shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Full Circle Technologies, Inc. assigns, transferees and/or successors in interest.

XI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XII. CONFLICT OF INTEREST

Both the Town and Full Circle Technologies, Inc. stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, Full Circle Technologies, Inc. certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

XIII. INSURANCE

Full Circle Technologies, Inc. shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, Full Circle Technologies, Inc. is required by this agreement to name the Town of Middleborough as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Middleborough has been added as an additional insured under all insurance coverages required by this contract. Further, Full Circle Technologies, Inc. is required to provide the Town of Middleborough with a copy of the current additional insured endorsement page, reflecting that the Town of Middleborough has been listed as an additional insured, for each insurance policy to which the Town of Middleborough has been added.

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability (applicable for any vendor/consultant providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any vendor/consultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Vendor/Consultant to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Vendor/Consultant's liability for any damages arising from the Vendor/Consultant's performance of services under this contract.

The Vendor/Consultant is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Vendor/Consultant shall immediately notify the Town of Middleborough, and within thirty (30) days of said lapse, the Vendor/Consultant shall provide the Town of Middleborough with a new certificate of insurance coverage.

XIV. INDEMNIFICATION

Full Circle Technologies, Inc. hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of Full Circle technologies, Inc. performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

XV. TERMINATION

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. Full Circle Technologies, Inc. shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

XVI. BREACH OF CONTRACT

Failure of Full Circle Technologies, Inc. to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if Full Circle Technologies, Inc. cures said breach within the fourteen day period.

XVII. CERTIFICATION OF TAX COMPLIANCE

This contract shall include a certification by Full Circle Technologies, Inc. that Full Circle Technologies, Inc. is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

XVIII. PREVAILING WAGE RATES (applicable to any public works or public building project, including tree removal)

Full Circle Technologies, Inc. represents that it shall comply with the provisions for prevailing wages as governed by M.G.L.c.149, §§26-27, and as established by the Department of Labor, Division of Occupational Safety

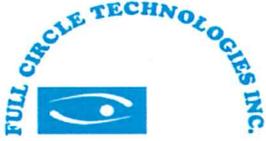
In addition, Full Circle Technologies, Inc. shall be responsible for ensuring that it, and any of its subcontractors, furnish the Department of Labor and Workforce Development/Division of Occupational Safety a Statement of Compliance with the provisions of M.G.L.c.149, §§26-27 upon completion of the services performed under this Agreement.

For Full Circle Technologies, Inc.:

For the Town of Middleborough:

Rajan Nanda, Director
Date: _____

Diane C. Stewart, Chairman, Board of Selectmen
Date: _____



COMPENSATION SHEET

Town of Middleborough

Online Building Program

Pricing

FINAL TWO PHASE PROJECT

Phase Two

One-Time fees:

Training	Cost	\$950
Implementation Fee	Cost	\$750
Converting BMSI data	Cost	\$2900
Vision linkage	Cost	\$650
GIS linkage	Cost	<u>\$3200</u>
<u>One- Time Fees</u> (Due on delivery of each item)	Cost	<u>\$8450</u>

Annual Support

Building Program	\$3730
Tablet Program	\$ 940
GIS Updates	<u>\$ 530</u>
<u>Total Annual Support</u> (Due on delivery)	<u>\$5200</u>

Total Phase Two (To be Completed by 11/30/2016) Cost \$13650

Scope of Services Phase Two

Training

- Initial training is carried out at the client site with both the Building department and all other departments which are part of the application review and approval process.
- Ongoing training is conducted with the departmental employee(s) via an online viewer and a live Full Circle trainer at the other end

Implentation Fee

- This includes the setting up of the different online portals for:
 - town/ departmental employees
 - applicants, ie residents/ contractors
 - read-only access individuals

Converting BMSI Data

- This includes the extraction of all the BMSI data
- Analyzing this extracted data for importing into PermitEyes©
- Importing the data into permitEyes©
- Running a Quality Control check after the importation is complete

Vision Linkage

- This includes the receipt of an extract of the Vision database
- Importing this extracted Vision data into PermitEyes© every three months

- End-

TAX COMPLIANCE AFFIDAVIT

The undersigned pursuant to Massachusetts General Laws, Chapter 62C, Section 49A hereby certifies under penalties of perjury that *Full Circle Technologies Inc.* has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

RP Nanda
Signature of Affiant

RADHU P. NANDA
Print Name of Affiant

ACORD® CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6 / 7 / 16

PRODUCER

Professional Risk Management
1171 Washington St
West Newton, MA 02165

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** Beazley Ins Co
- COMPANY LETTER **B** AIM Mutual Ins. Co.
- COMPANY LETTER **C** CNA
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

Full Circle Technologies
11 Beacon Street, Ste 1115
Boston, MA 02108

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	GENERAL LIABILITY	Policy #:2026607242	07/17/16	07/17/17	GENERAL AGGREGATE \$ 4,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 4,000,000	
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY \$ 2,000,000	
C	AUTOMOBILE LIABILITY	Policy #:2026607242	07/17/16	07/17/17	EACH OCCURRENCE \$ 2,000,000	
					<input type="checkbox"/> ANY AUTO	FIRE DAMAGE (Any one fire) \$ 100,000
					<input type="checkbox"/> ALL OWNED AUTOS	MED. EXPENSE (Any one person) \$ 10,000
					<input type="checkbox"/> SCHEDULED AUTOS	COMBINED SINGLE LIMIT \$ 1,000,000
					<input checked="" type="checkbox"/> HIRED AUTOS	BODILY INJURY (Per person) \$
					<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
					<input type="checkbox"/> GARAGE LIABILITY	PROPERTY DAMAGE \$
					EXCESS LIABILITY	EACH OCCURRENCE \$
					<input type="checkbox"/> UMBRELLA FORM	AGGREGATE \$
					<input type="checkbox"/> OTHER THAN UMBRELLA FORM	
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Policy #:AWC7024420	10/22/15	10/22/16	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT \$ 1,000,000	
					DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liability	Policy #:V12EB3150	07/17/16	07/17/17	DISEASE - EACH EMPLOYEE \$ 1,000,000	
					Each Claim Deductible 1,000,000 2,500	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Town of Middleborough is named as additional insured.

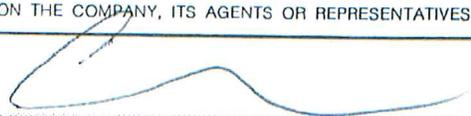
CERTIFICATE HOLDER

Town of Middleborough

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, Full Circle Technologies Inc is: (CHECK ONE)

(Name of Company/Consultant/Corporation)

 X A. a corporation formed and existing under the laws of the state of Massachusetts, and pursuant to the corporate by-laws, Rajan Nanda, Director
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

 B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

 C. is a sole proprietorship owned an operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.



Signature:

(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

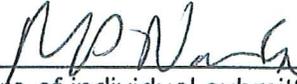
Rajan P. Nanda
Print Name of Above

Director
Title

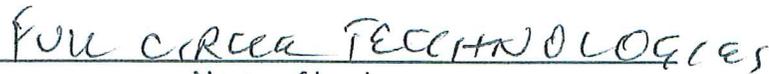
June 7, 2016
Date

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.



Signature of individual submitting bid or proposal



Name of business

**CRANBERRY CAPITAL
OF THE WORLD**



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough
Massachusetts
Board of Selectmen

POSITION AVAILABLE

POSTING DATE: July 26, 2016

POSITION: Executive Assistant to the Board of Selectmen

HOURS: 37.5 Hours

WAGES: Negotiable with the Board of Selectmen
Commensurate with Experience

DUTIES: Performs varied functions requiring comprehensive knowledge of departmental operations and the exercise of judgment in responding to inquiries, in dealing with the public, and in administering the functions of the office, in accordance with established departmental policies and standards. Perform other office duties as required or directed.

QUALIFICATIONS: High school diploma and broad specialized training equal to two years of college. At least three years of progressively responsible experience in administrative work or office management; or an equivalent combination of education and experience.

POSTING CLOSES: **12:00 Noon on Friday, August 5, 2016**
Please email cover letter and resume to Rnunes@middleborough.com

COLLEEN M. LIEB

Middleboro, MA 02346

August 2, 2016

The Honorable Board of Selectmen
c/o Mr. Robert Nunes, Town Manager
The Town of Middleboro
10 Nickerson Avenue
Middleboro, MA 02346

Dear Honorable Board:

As an accomplished Administrative Assistant with extensive experience in Town Government, I am interested in applying for the position of Executive Assistant to the Board of Selectmen.

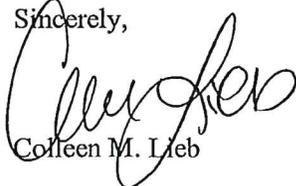
As noted on my resume, eighteen years of my twenty-eight years of experience has included attending evening meetings and working with various Town of Middleborough committees, commissions and boards as a Recording Secretary. In this role I have:

- Developed lasting relationships with the Town of Middleborough's Department Heads;
- Acquired general knowledge of the roles of the different departments and collected resources for accomplishing daily tasks;
- Gained experience in putting together meeting postings and agendas, attending to correspondence, developing and posting minutes, completing department and town budgets, filing and responding to supplement requests, unpaid bills, and Reserve Fund Transfer Requests; additionally, I have handled town deposits to the Treasurer and payment of town bills through the Accountant; and
- Refined my skills and abilities in order to smoothly transition into any role with little to no downtime, as was shown with my assistance to the Board earlier this year.

I am confident that my ongoing work with the Town, combined with my successful experience as an Administrative Assistant, will enable me to assist the town effectively by facilitating the Board's important work, not only in a timely manner but in working with the Town Manger's goal of being "Business Friendly."

If you have any questions or require additional information, please let me know. Thank you for your time.

Sincerely,



Colleen M. Lieb

St. Vincent de Paul Society

St. Margaret Mary Alacoque Conference
P.O. Box 1381, 340 Centre Street, Middleborough, MA 02346
508-947-1717

July 6, 2016

Ms. Diane C. Stewart, Chairman
Board of Selectmen
10 Nickerson Avenue
Middleboro, Ma 02346

Dear Ms. Stewart;

The St Vincent de Paul Food Pantry is seeking approval to conduct a charity race/walk fund raiser. All funds raised by this event will remain in our local community and benefit the many needy families living here.

Our intention is to hold this race/walk at 10:00 A.M. on Sunday, September 25th, 2016. We are seeking permission to stage this event from the John T. Nichols Middle School at 112 Tiger Way. This proposal has been presented to the office of the superintendent of schools who has approved the use of the school and reserved this date for us. We acknowledge there will be the usual and customary fees to have the school open for restroom purposes, staff considerations, parking lots, etc. and we are in contact with them regarding the insurance liability as we have the past few years.

I have enclosed a map depicting the proposed route the participants would follow; essentially proceeding down Tiger Way, up Wood Street, onto Sachem Street, onto Wareham Street and back to Wood Street and return to the Nichols Middle School.

The race portion would be an officially timed event. The walk segment would be a relatively leisurely stroll for the majority of our walking participants. This is our fifth attempt at this particular type of fund raiser, last year we had approximately 335 participants. We are hoping for an equal or slightly larger turnout for this year, weather permitting.

This is the same plan which was submitted and approved by the Fire department, the Police department and the Board of Selectmen for the past four years.

Thank You,


Richard Amber

Cc: Mr. Joseph Perkins, Chief of Police Department
Mr. Lance Benjamino, Chief of Fire Department

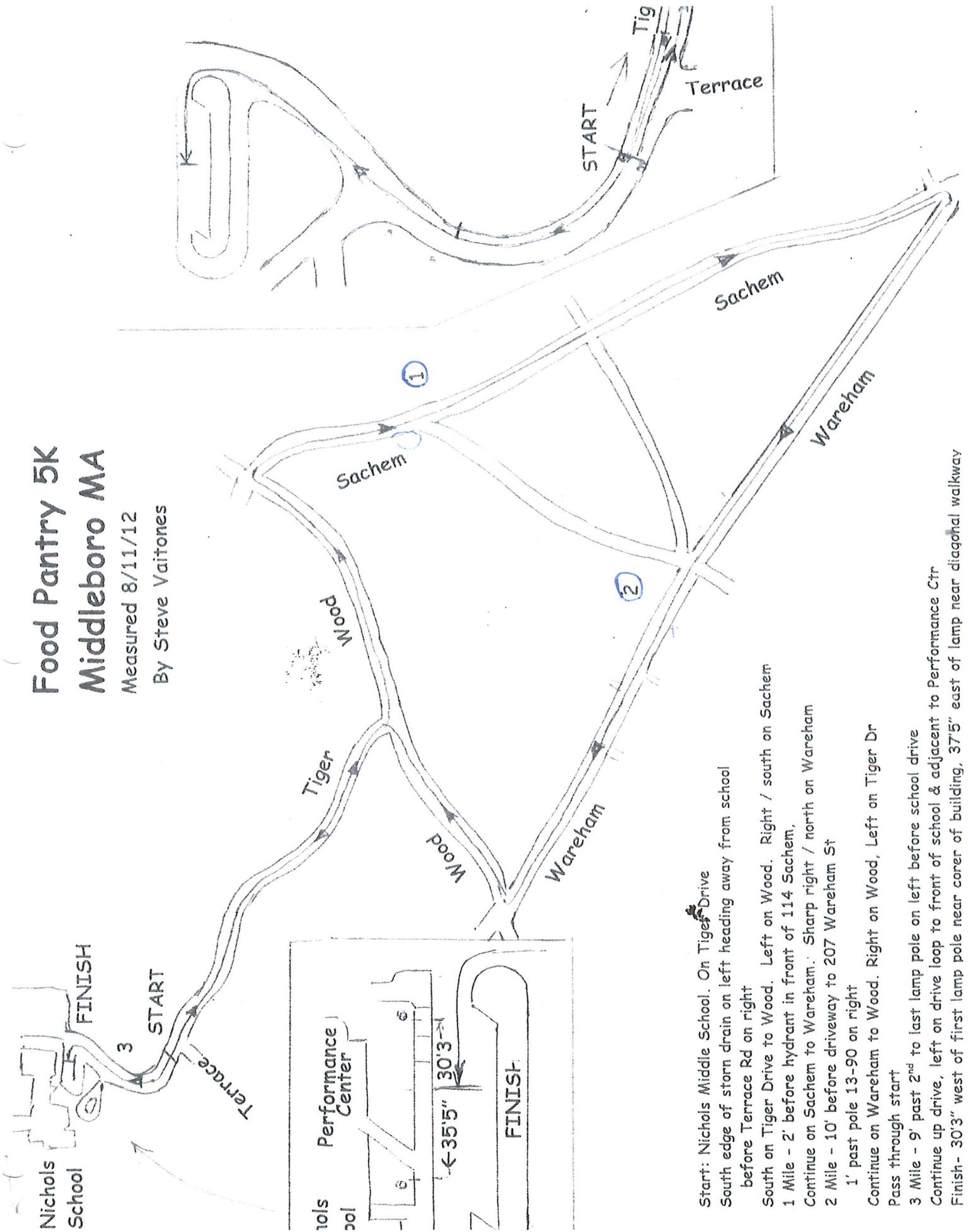
Operators of the Sacred Heart Food Pantry

www.svdpmiddleboro.org

Food Pantry 5K Middleboro MA

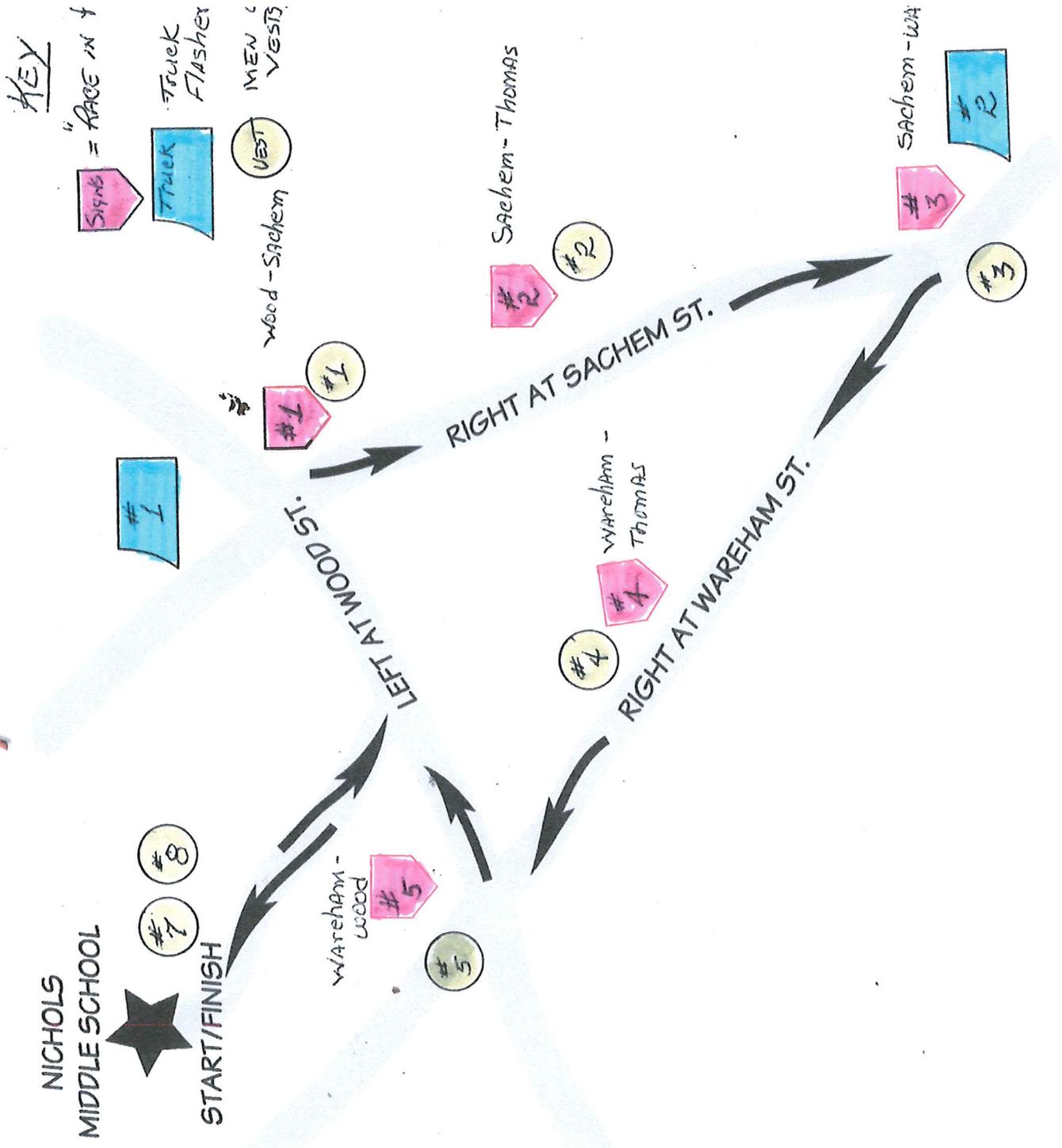
Measured 8/11/12

By Steve Vaitones



- Start: Nichols Middle School. On Tiger Drive
 South edge of storm drain on left heading away from school
 before Terrace Rd on right
 South on Tiger Drive to Wood. Left on Wood. Right / south on Sachem
 1 Mile - 2' before hydrant in front of 114 Sachem,
 Continue on Sachem to Wareham. Sharp right / north on Wareham
 2 Mile - 10' before driveway to 207 Wareham St
 1' past pole 13-90 on right
 Continue on Wareham to Wood. Right on Wood, Left on Tiger Dr
 Pass through start
 3 Mile - 9' past 2nd to last lamp pole on left before school drive
 Continue up drive, left on drive loop to front of school & adjacent to Performance Ctr
 Finish - 30'3" west of first lamp pole near corner of building, 37'5" east of lamp near diagonal walkway

Food Pantry 5K Run/Walk



AMENDMENT TO SITE ACCESS AGREEMENT

THIS AMENDMENT (the "Amendment") is entered into by and between the Town of Middleborough ("Grantor") and Cumberland Farms, Inc. ("Grantee").

WHEREAS, Grantor and Grantee have previously entered into that certain Site Access Agreement, dated February 22, 2016 (the "Agreement");

WHEREAS, Grantee now wishes to expand the scope of work and affected properties as defined in the Agreement;

WHEREAS, Grantor wishes to allow the expansion of the scope of work and affected properties without changing other terms and conditions of Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The definition of the term "Property" in the Agreement is amended to mean all of the following properties in Middleborough, Massachusetts collectively:
 - 10 Nickerson Avenue
 - Vacant parking lot owned by the Town between Pearl and Oak Street, Town Parcel ID 50N-5235
 - Sidewalk on Pearl Street east of 222 Center Street
 - Sidewalk along Main Street in front of the Town Hall building (Nickerson Avenue)
 - Intersection of Union Street and Nickerson Avenue
2. Paragraph 1 of the Agreement is deleted in its entirety and replaced with the following:
 - "1. Grantor authorizes Grantee access to the Property for the purpose of conducting work that is the subject of this Site Access Agreement (collectively referred to as the "Work") as described as follows:
 - a. Install one groundwater monitoring well at 10 Nickerson Avenue, the approximate location of the well indicated on the attached Plan A
 - b. Install one overburden well and one bedrock well in the vacant parking lot between Pearl and Oak Street (Town Parcel ID 50N-5235), the approximate location indicated on the attached Plan B;
 - c. Install one overburden well and one bedrock well in Sidewalk on Pearl Street east of 222 Center Street, the approximate location indicated on the attached Plan B;
 - d. Install two overburden wells and two bedrock wells in the sidewalk along Main Street in front of the Town Hall building, the approximate location indicated on the attached Plan B;

e. Install one overburden well and one bedrock well in the intersection of Union Street and Nickerson Avenue, the approximate location indicated on the attached Plan B.”

f. Sample the wells quarterly (four times per year).

g. Grantee may make a written request to install additional wells. An installation of wells other than those set forth in subparagraphs a – e above will be subject to Grantor’s prior written approval.

The installation of the wells shall not substantially or materially interfere with the Grantor’s or the public’s use of the Property.”

3. In all other respects, the Agreement remains unchanged and in full force and effect.
4. The terms of this Amendment will become effective on the last date executed by a party.
5. If any of the terms contained in this Amendment conflict with any of the terms contained in the Agreement, the terms of this Amendment shall prevail.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
7. The parties hereto acknowledge that they have read this Amendment and understand it and agree to be bound by its terms and conditions.
8. The parties further agree that the Agreement, together with this executed Amendment, constitute the entire agreement between the parties with respect to the subject matter therein.

SIGNATURES APPEAR ON FOLLOWING PAGE

FOR THE TOWN OF MIDDLEBOROUGH:
BOARD OF SELECTMEN

Printed Name:

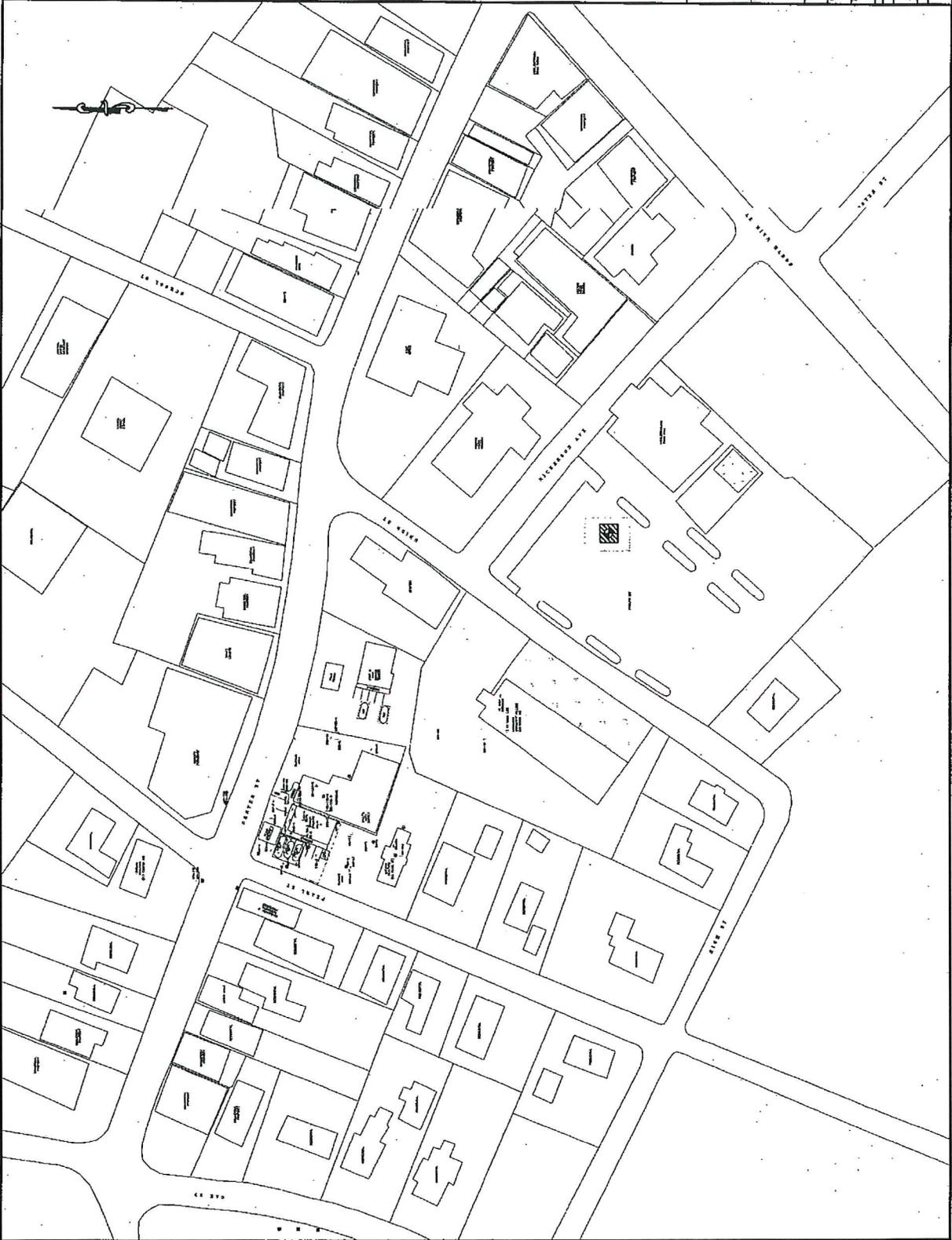
Date

FOR CUMBERLAND FARMS, INC.

Printed Name:
Title:

Date

Plan A to Site Access Agreement



Legend

- Approximate Property Line
- Petroleum Pipeline
- Water Line
- Storm Sewer Line
- ⊕ Monitoring Well
- ⊕ SVE Well
- ⊕ ECS-1 Well I.D.
- ⊕ Proposed Monitoring Well

General Notes:

All locations, dimensions, and property lines shown on this plan should not be used for construction or land conveyance purposes.

Property boundaries are estimated based on information from Middleboro's Office Form Mapping program.



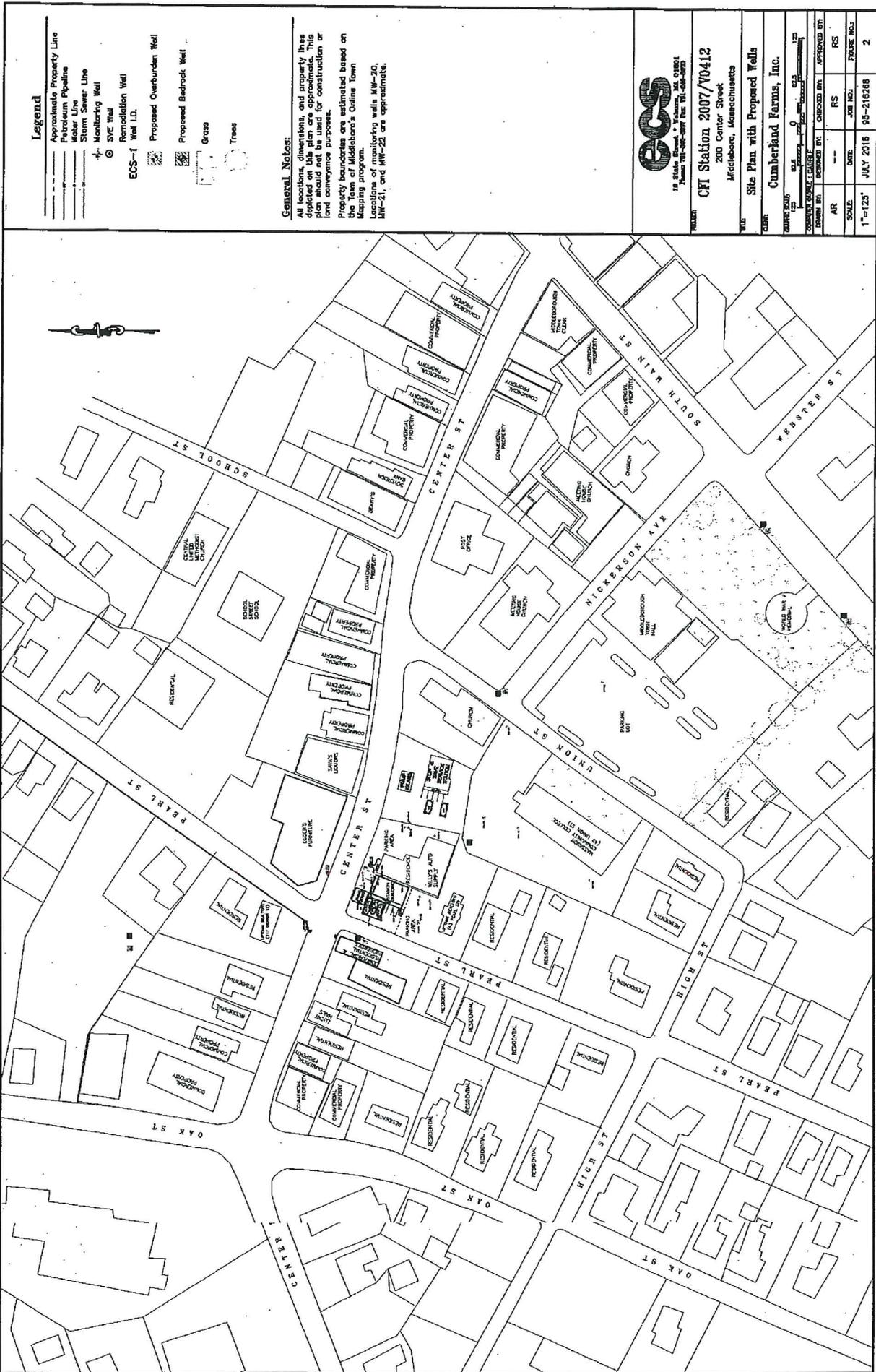
10 State Street, Middleboro, MA 01901
 Phone: 978-949-2007 Fax: 978-949-2001

CRT Station 2007/V0412
 200 Center Street
 Middleboro, Massachusetts

Area Plan v/ Proposed Monitoring Well
 Client: **Cumberland Farms, Inc.**

DATE:	1/20/16	BY:	RS
DESIGNED BY:	RS	CHECKED BY:	RS
APPROVED BY:	RS	DATE:	1/20/16
SCALE:	1"=100'	JOB NO.:	95-210285
FIGURE NO.:	1		

Plan B to Site Access Agreement



Legend

- Approximate Property Line
- Petroleum Pipeline
- Water Line
- Storm Sewer Line
- Monitoring Well
- SVE Well
- Remediation Well
- ECS-1 Well I.D.
- Proposed Overburden Well
- Proposed Bedrock Well
- Grass
- Trees

General Notes:

All locations, dimensions, and property lines shown on this plan should not be used for construction or land conveyance purposes.

Property boundaries are estimated based on the Town of Middleboro's Online Town Mapping program.

Locations of monitoring wells MW-20, MW-21, and MW-22 are approximate.



CCS
 18 State Street, Middleboro, MA 01901
 Phone: 978-947-7077 Fax: 978-947-7078

CFT Station 2007/V0412
 200 Center Street
 Middleboro, Massachusetts

Site Plan with Proposed Wells
 Cumberland Farms, Inc.

DATE: 7/15/16	SCALE: 1"=125'	AR: RS	DATE: JULY 2016	JOB NO.: 95-216268	2
DESIGNED BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]	DATE: 7/15/16	SCALE: 1"=125'	AR: RS
DRAWN BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]	DATE: 7/15/16	SCALE: 1"=125'	AR: RS

Town of Middleborough
SCHEDULE OF DEPARTMENTAL BILLS PAYABLE

To the Accounting Officer:

The following-named bills of the **Oliver Estate Advisory Committee**, amounting in the aggregate to **ONE HUNDRED TWENTY FIVE 00/100 DOLLARS (\$125.00)**, have been approved by the **Oliver Estate Advisory Committee**, and you are requested to place them on a warrant for payment.

Diane C. Stewart, Chairman
Middleborough Board of Selectmen
Date 8/8/2016

Account # 29.3560.34
Oliver Estate Revolving Account

INVOICES ATTACHED

NAME	ADDRESS	AMOUNT	TOTAL
Russ Frade	93 Braley Road E. Freetown, MA 02717	\$125.00	\$125.00
	TOTAL		\$125.00

Russ Frade

93 Braley Rd
East Freetown, MA 02717

Phone: (508) 763-5305 ~ Fax: (774) 849-5415

Invoice

Date	Invoice #
8/1/2016	10153

Bill To:

Middleboro Tourism
20 Center St
Middleboro, MA 02346

Services:

445 Plymouth St
Middleboro

Item	Quantity	Description	Services Period	Terms
			July 2016	Due on receipt
			Rate	Amount
Rental & S...	1	Porta Jon Rental Services - Handicap Jon - 445 Plymouth St - Middleboro	125.00	125.00
<p>Thank you for choosing Russ Frade Enterprises for your Port-a-Jon needs. Our toilets are cleaned once per week, if you need additional services please call our office - fees may apply.</p> <p>Please write your invoice number on all checks.</p> <p><i>Thank You For Your Business!</i></p>			Subtotal	\$125.00
			Sales Tax (6.25%)	\$0.00
			Payments/Credits	\$0.00
			Balance Due	\$125.00

CPC

July 22, 2016

Dear Middleborough Board of Selectmen and Community Preservation Committee:

I am writing to express my strong interest in continuing as an at-large member of the Middleborough Community Preservation Committee. I was appointed about two years ago to fill a vacated seat, and shortly after agreed to take the role as Treasurer when it was vacated.

Since then, I have worked at continuing the good relationship between the CPC and Town Accountant. I've worked closely with Steve Dooney and mastered a big learning curve to be able to read complex town-government balance, revenue, and expenditure reports. I have worked at creating a focused financial snapshot for the committee to use in making decisions. I have initiated a combined reporting system on Google Docs for project status reports, financial, and statutory information—which our consultant says she hasn't seen any other committee do. I believe it will give members a clearer picture tracking our work, which each year become more complex.

I have developed good working relationships with all the CPC members. In our meetings, I have advocated more regular site visits and creating a CPC liaison for each project, to help applicants navigate the approval process through Town Meeting.

I have attended several voluntary regional CPC meetings, sometimes as the only Middleborough representative, to share ideas and learn from speakers on topics such as recreation grant strategies.

I have lived 25+ years in Middleborough, raised two daughters here, and run a freelance writing and editing business from my home. I have always been active in this community. I have served on numerous committees and volunteered for the schools, my church, the library, the Soule Homestead, and a local food co-op and food pantry. I support all four goals of the Community Preservation Act: open space, recreation, historical preservation, and affordable housing. I especially treasure and make regular use of the town's conservation land and open space. My dogs and I know the land here very well.

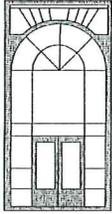
This committee is a great fit for my skills and interest. I believe I have much to offer the committee, and look forward to continuing the work I've begun.

Sincerely yours,

Kimberly French
7/22/16

LIBRARY TRUSTEES

Window
to the World



Jason M. Bloom
Director

Middleborough Public Library
102 North Main St., Middleborough, MA 02346

June 21, 2016

Board of Selectmen
Town Hall
Middleborough, MA 02346

Dear Members,

On behalf of the Board of Library Trustees, I would request that these three individuals be reappointed to the Board with terms to expire on June 30, 2019:

Keith MacDonald

Ellie Osborne

Edward Pratt

Thank you for your consideration.

Sincerely,

Jason M. Bloom
Library Director

June 28, 2016

Edward Pratt

P.O. Box 708, Middleborough

Board of Selectmen

Town Hall

Middleborough, MA 02346

Dear Selectmen,

I wish to be reappointed to the Middleborough Public Library Board of Trustees, with a term to expire on June 30, 2019. The other members of the Board of Library Trustees, as well as the Library director, Jason M. Bloom, fully support this reappointment.

Thank you for your consideration.

Regards,

Edward Pratt

July 1, 2016
Keith MacDonald
50 Bourne Street
Middleboro, MA 02346

Board of Selectmen
Middleboro Town Hall
Middleboro, MA 02346

Dear Selectmen;

I am writing this letter to announce my wishes for the reappointment of my seat on the Library Board of Trustees for the Middleboro Public Library. This appointment will expire on June 30, 2019.

I also wanted to include that this reappointment has the support of both the Director as well as the rest of the Board of Library Trustees.

Thank you.

Cordially,

Keith MacDonald

June 23, 2016

88 North Street
Middleborough, MA 02346

Board of Selectmen
Town Hall
Middleborough, MA 02346

To the Members of the Selectmen;

This letter is for the reappointment for my seat on the Middleborough Public Library Board of Trustees.

The term for this seat is set to expire on June 30, 2019.

This reappointment has the full backing of the Library Director and the other members of the Board of Library Trustees.

Thank you for your consideration.

Sincerely,

Ellie Osborne

Permanent Cable Committee



774.766.6350

MCCAM02346.com

10 Nickerson Ave. Middleborough, MA

To: Board of Selectmen
From: Robert W. Silva, Cable Committee Chairman
Date: June 15, 2016
Re: Reappointment to Permanent Cable Committee

Board of Selectmen,

The Cable Committee voted on 6/15/16 to request the Board of Selectmen to reappoint the following committee members:

Adam Pelletier term ending June, 30, 2016

Mark Mobley term ending June 30, 2016

Donna Bernabeo term ending June 30, 2016

The three listed above are for a three year appointment.

Thank you,


Permanent Cable Committee
Middleborough, MA



Board of Selectmen
Nickerson Ave
Middleboro, MA 02346

May 20, 2016

RE: Interest for reappointment to the Cable Committee

Dear Board of Selectmen,

I am requesting to be reappointed to the Permanent Cable Committee as I have been on the committee for over five years. I am the television production teacher at Middleborough High School and AV district coordinator, which includes producing and running programming on Middleboro's educational access channel (the "E" in PEG access programming), MET. The Permanent Cable Committee has worked to assist the town and schools to enhance the production value of public, educational, and government programming. I feel that my knowledge of scripting, shooting, and editing can continue be used to help the committee. It has been a pleasure to work on this committee and I would like to continue representing Middleboro in this capacity. Please contact me if you have any questions.

Adam Pelletier

apelletier@middleboro.k12.ma.us

**Town of Middleborough
Board of Selectmen
Nickerson Ave
Middleboro, MA 02346**

June 1, 2016

Re: Interest for reappointment to the Cable Committee

Dear Board of Selectmen:

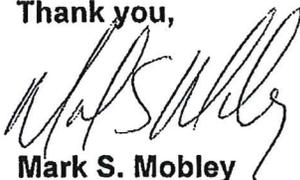
I am requesting to be reappointed to the Permanent Cable Committee. I have been a committed member of this committee since 2005. I cite my IT background as a benefit to assisting the Permanent Cable Committee on decisions regarding the Towns Fiber Optic (I-NET) infrastructure.

The Permanent Cable Committee has worked to assist the Town in many projects regarding Network infrastructure utilizing the Town owned Fiber Optics (I-Net) while working within the license that the Town has between Comcast and Verizon.

From its inception the Permanent Cable Committee has worked to bring Public, Educational, and Government Access Television into the 21st century. MCCAM has redefined Public, Educational, and Government Access Television and how it's delivered to residents in Town.

I would appreciate the opportunity to answer any questions that the Board of Selectmen may have of me. Please feel free to contact me at anytime.

Thank you,



Mark S. Mobley

**Technology Network Manager
Middleborough Public Schools**

June 14, 2016

Middleborough Community Cable Access Media
Middleborough Town Offices
10 Nickerson Ave
Middleborough, MA 02346

Dear Middleborough Community Cable Access Media,

I would like to request to be reappointed as a member for the Middleborough Cable Community. I have been an active member since December 8, 2014.

I am an active volunteer for MCCAM and I bring a firsthand volunteer perspective to the cable community.

I have been working for the Town of Middleborough for 17 years. I have lived in Middleborough for 45 years; I have three children and three grandchildren that also reside in Middleborough. I feel I have a vested interest in the town and the residents of Middleborough and would serve this committee well.

Please consider me for reappointment for the Middleborough Community Cable Access Media.

Respectfully submitted,



Donna C. Bernabeo

COA

June 1, 2016

Middleborough Board of Selectmen

I would like to be considered for another 3 year term on the COA Board of Directors.

I have been an active member of the following committees: updating of the COA By-laws, security system upgrade, new roof on the building, and the message board.

I have also served for 2 years as the Chairperson of the board. As chairperson I brought some order to the meeting by changing the sequence of the agenda and adding voting points during the meeting.

If you have any questions please call, I would be happy to answer any of your questions or if you like just discuss this renewed appointment.

Bob Burke
burkerk@comcast.net

May 24, 2016

To Board of Selectmen:
Middleborough, Ma.

This letter of intent expresses my
desire to continue my service on the
board of Directors for the Council on Aging.

Yours Truly.

Arthur L Turcotte

June 9, 2016

Dear Members of the Board of Selectmen,

I am seeking to continue my position as a Member of the Board of Directors of Middleboro's Council on Aging. I have had the great pleasure of serving the past few years. We have an outstanding staff and a fantastic Executive Director, in Andrea Priest and they make being a member rewarding.

I enjoy working with the current members of the Committee. I have a background in Social Service and believe I bring a skill set to the group. I have also served as Middleboro's representative to Old Colony Elder Services.

Thank you for taking the time to read my letter and I hope you will allow me to continue.

Sincerely,

Richard Young

Ltr of
Int
2016

May 24, 2016
Middleborough Board of Selectmen
10 Nickerson Ave
Middleborough, MA 02346

Dear Board,

It has come to my attention that I must renew my Board of Director Position for the Middleborough Council of Aging. I take this position very seriously and as usual we as a board continue to face many serious (but interesting) issues. I also serve as Secretary to the Board and hope to continue in that position.

Hopefully, with your blessing, I will continue to serve the COA Board and the Community of Middleborough for many more years.

Most sincerely,
Elizabeth (Betty) Wainwright
918 Centre St.
Middleborough, MA 02346