

# **NEW BUSINESS**

**10-6-14**



# Town of Middleborough

Massachusetts

Board of Selectmen

## APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 10/1/14  
 NAME OF APPLICANT BILL SECKINGER  
 ADDRESS OF APPLICANT 13 HAWKING ST Lakeville  
 ASSESSORS MAP & LOT \_\_\_\_\_  
 DAYTIME TELEPHONE 508-923-0505

NAME OF BUSINESS MUCKEY'S LIQUOR  
 OWNER OF PROPERTY TO BE LICENSED BILL SECKINGER  
 ADDRESS OF PROPERTY TO BE LICENSED 200 OAK POINT DRIVE  
 ASSESSORS MAP & LOT \_\_\_\_\_

TYPE OF LICENSE REQUESTED (Check One)

2<sup>nd</sup> Hand \_\_\_\_\_ WRPD \_\_\_\_\_  
 Class I Automobile Dealer License \_\_\_\_\_ Earth Removal Permit \_\_\_\_\_  
 Class II Automobile Dealer License \_\_\_\_\_ Liquor License ONE  
 Class III Automobile Dealer License \_\_\_\_\_ Other full LIQUOR  
 Entertainment \_\_\_\_\_

Anticipated Start Date for Business: 10-23-2014  
 Days & Hours of Operation: 5 PM TO 10 PM  
 Days/Hours/Description for Entertainment CANDIDATES NIGHT

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?  
If yes, explain:

YES 200 OAK POINT DRIVE

Signature Bill Seckinger

DATE OF HEARING: \_\_\_\_\_

APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector: \_\_\_\_\_

Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? \_\_\_\_\_

---

**AGREEMENT BETWEEN MMA CONSULTING GROUP, INC.  
AND THE TOWN OF MIDDLEBOROUGH, MASSACHUSETTS**

---

The following Agreement is made and entered into between MMA CONSULTING GROUP, INC., (hereinafter referred to as MMACG) and the TOWN OF MIDDLEBOROUGH, MASSACHUSETTS (hereinafter referred to as the TOWN).

**I. SCOPE OF SERVICES AND PRODUCT**

MMACG will assist with the recruitment and selection of a Town Manager, in accordance with the conversation with the incumbent Town Manager and the Town Manager's memorandum to the Board of Selectmen on July 24, 2014. The recruitment process will be conducted in accordance with acceptable professional standards. Tasks include: developing the advertising approach; telephone interviews with members of the Board of Selectmen; independent search (candidate outreach); resume screening for consistency and appropriateness; vetting of candidates' qualifications by conducting a public search, including the internet and general media; social media searches; review of minutes of meetings and other available documents; review of other professional sources; review and verification of facts and statements in resumes, including employment periods and a preliminary review of education qualifications.

**II. PERIOD OF PERFORMANCE**

Performance hereunder will commence within five days of the last date at the end of this fully executed Agreement and will be completed within 120 days of commencement. Completion of the services within this period depends on information being made available to MMACG as provided below, upon prompt responses of employees of the Town to inquiries by MMACG, and timely review by the Town of materials submitted to the Town by MMACG. Any delays in providing such information, responses or reviews will correspondingly extend the period of performance.

**III. AVAILABILITY OF INFORMATION**

The Town agrees to make available promptly upon MMACG's request any and all reasonable information which MMACG may deem necessary to the progress and successful conclusion of this engagement.

**IV. PERSONNEL TO BE ASSIGNED**

The contact person for MMACG will be Mark E. Morse. MMACG reserves the right to substitute personnel to perform the services under this Agreement. In the event of a substitution, MMACG will notify the Town in writing and, if such substituted personnel are unsatisfactory to the Town, MMACG will agree to terminate the Agreement upon payment for services rendered prior to termination.

The Town shall designate a contact person for this engagement and notify MMACG of the contact person's name prior to commencement of the assignment. The contact person for the Town will be responsible for reviewing the work performed under the Scope of Services and relaying to the contact person for MMACG any questions or concerns relative to the same.

**V. FEES**

MMACG will perform the tasks included the Scope of Services (Section I, above) under this Agreement for the fee of \$8,000.00. Additional services will correspondingly increase the fee for services. MMACG will invoice the Town monthly based on the percent of work completed.

MMACG will also invoice the Town for direct expenses. Under this Agreement, direct expenses are limited to publication of the position advertisement by ICMA at the rate of \$445.50.

*Payment of each invoice is due within 30 days of the invoice date. MMACG may suspend the performance of future services until overdue payments are received.*

**VI. STANDARD OF PERFORMANCE**

MMACG will perform the Services in a professional and responsible manner. However, such performance and the Product to be delivered involve matters of judgment and opinion. Therefore, MMACG's responsibility and any liability under this Agreement are limited to providing the Scope of Services and Product in a responsible manner and in accordance with generally accepted professional standards.

To the extent that the Scope of Services and Product involve recommendations as to a particular company, person, system or product to be chosen by the Town, the Town shall be responsible for the ultimate selection of the company, person, system or product and MMACG shall have no responsibility or liability for the performance of the same, provided that MMACG has acted in a professional and responsible manner.

**VII. RETENTION OF RECORDS**

MMACG will have no responsibility to retain a copy of materials furnished to MMACG by the Town or its employees and may dispose of the same, as well as all notes and documents prepared by MMACG's employees or independent contractors.

**VIII. AMENDMENT OR TERMINATION**

This Agreement, including any document incorporated by reference, contains all of the terms and provisions of the agreement between the parties and can be amended only by a written document signed on behalf of both parties. In the event either party believes the other party is not fulfilling its obligations hereunder, it shall notify the contact person of the other party in writing specifying such failure. If the other party does not resolve such failure to the reasonable satisfaction of the notifying party within 30 days, the notifying party may terminate this Agreement by written notice to the other party. *Nothing herein shall prevent MMACG from suspending the performance of services when its invoices have not been paid as provided above.* Upon termination of this Agreement, the Town shall pay MMACG for all services performed prior to such termination.

**IX. AUTHORIZATION**

The individuals signing this Agreement warrant that each of them is authorized to sign it on behalf of the party he or she has signed for, and the individual signing on behalf of the Town warrants that funds are available for MMACG's fees.

**SIGNED**

MMA CONSULTING GROUP, INC.

TOWN OF MIDDLEBOROUGH

BY: Mark E. Morse  
Mark E. Morse, President

Digitally signed by Mark E. Morse  
DN: cn=Mark E. Morse, o=MMACG, ou=MEM,  
email=mmacgsearch@aol.com, c=US  
Date: 2014.10.02 12:37:53 -0400

BY: \_\_\_\_\_

DATE: October 3, 2014

DATE: \_\_\_\_\_

**AUTHORITY TO FILE**

Whereas, the Town of Middleborough, MA, after thorough investigation,

has determined that the work activity consisting of: WPCF upgrades to address new stringent discharge permits including upgrades to the unit processes, new tertiary filters, chemical feed, yard piping,

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (the "MassDEP") and the Massachusetts Water Pollution Abatement Trust (the "Trust") of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by the Middleborough, MA Board of Selectmen as follows:

1. That the Town Manager is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

