NEW BUSINESS
11-16-15

FIRST AMENDMENT TO STEEPLE LEASE

This **First Amendment** ("First Amendment") is made by and between Town of Middleborough acting by and through its Board of Selectman, ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain STEEPLE LEASE dated April 7, 2014, (the "Lease"), whereby Landlord leased to Tenant certain portions of the Property located at 10 Nickerson Avenue, Middleborough, MA (the "Property"); and,

WHEREAS, Landlord and Tenant hereby affirm that, as of the date hereof: (i) no breach or default by Landlord or Tenant has occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this First Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Landlord and Tenant desire to modify the Tenant's Antenna Facilities allowed under the Lease as follows;

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Landlord agrees to allow Tenant the right to modify the Antenna Facilities, as more particularly shown on Exhibit B-1 attached hereto and incorporated herein.

2. Adjustment to Rent. In connection with modifications to the Antenna Facilities, Tenant agrees that its Rent per Section 4 of the Lease will increase by Six Thousand Six Hundred ($6,600.00) and 00/100 Dollars annually (the "Rental Increase"), effective as of the start of construction of the aforementioned modifications of Tenant's Antenna Facilities ("Construction Start"). The Rental Increase shall be prorated from the time when Construction Start occurs. The Rental Increase will be subject to increases in accordance with Section 4 of the Lease.

3. Exhibit B is hereby deleted in its entirety and shall be replaced by Exhibit "B-1".

4. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this First Amendment. Tenant shall give Landlord a written notice to specify the date of Construction Start not later than seven (7) days after the Construction Start.

5. This First Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. Landlord represents and warrants to Tenant that the consent or approval of a third party is either been obtained or is not required with respect to the execution of this First Amendment.

7. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this First Amendment.

8. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year last written below.

Landlord
Board of Selectmen

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

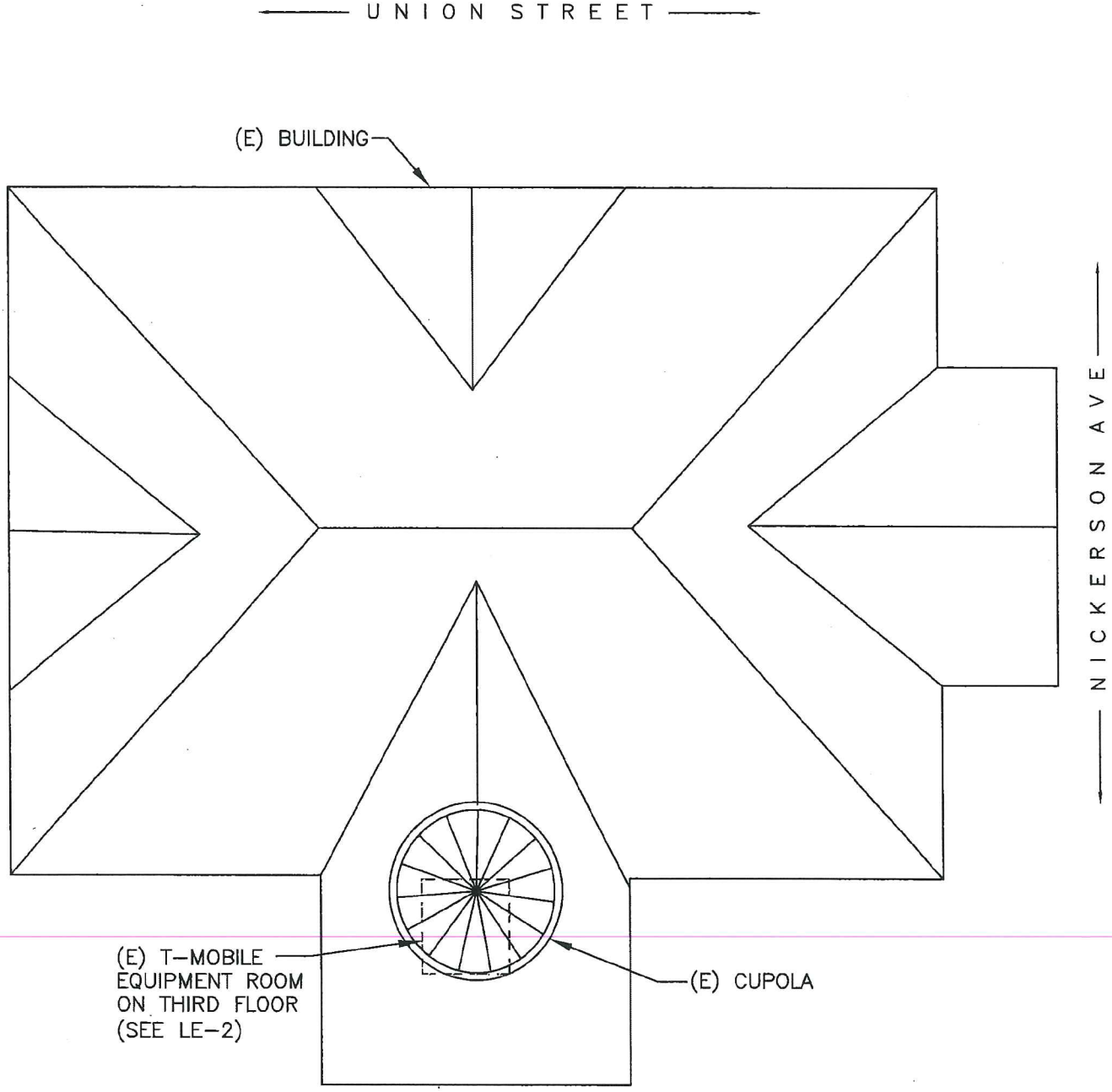
Tenant
T-Mobile Northeast LLC

By: _____
Name: Bob Vorlicek
Title: Senior Director, Network Engineering & Operations
Date: _____

Exhibit "B-1"

(See Attached)

Site Number: 4BS0712B
Site Name: Middleboro Town Hall
Market: NE



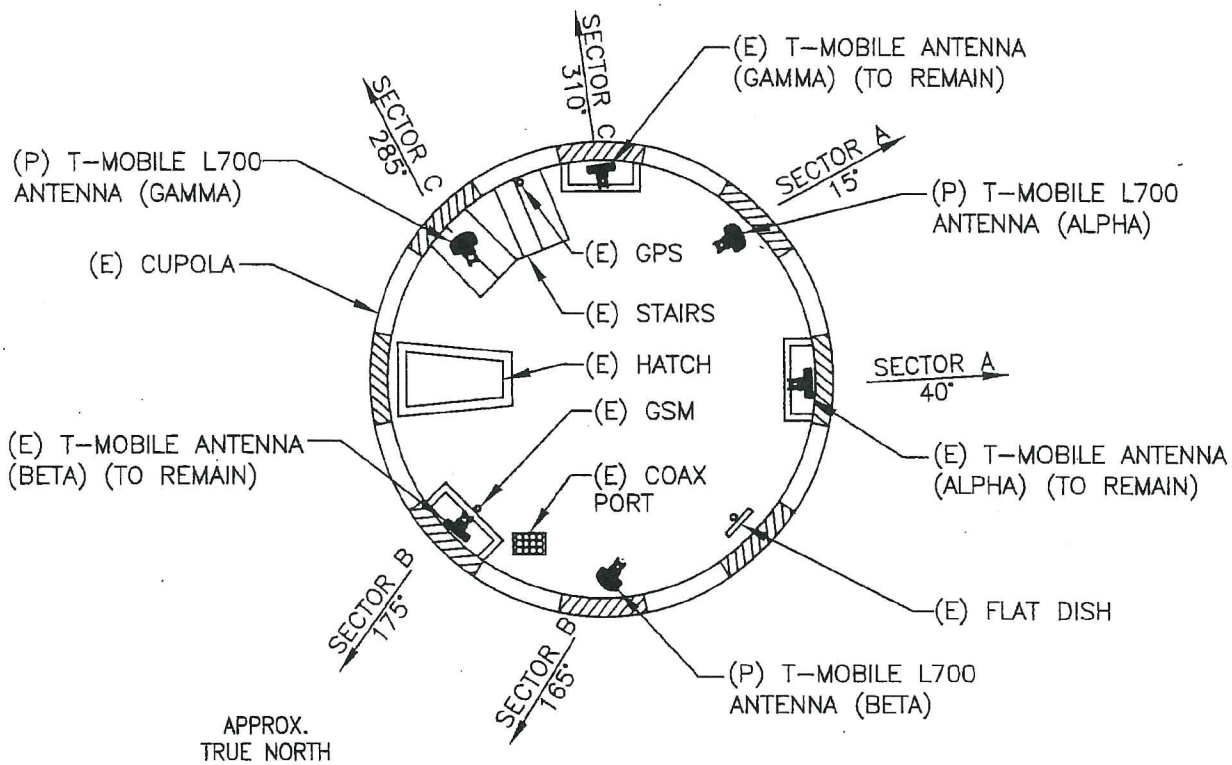
APPROX. TRUE NORTH

ROOF PLAN

N.T.S.

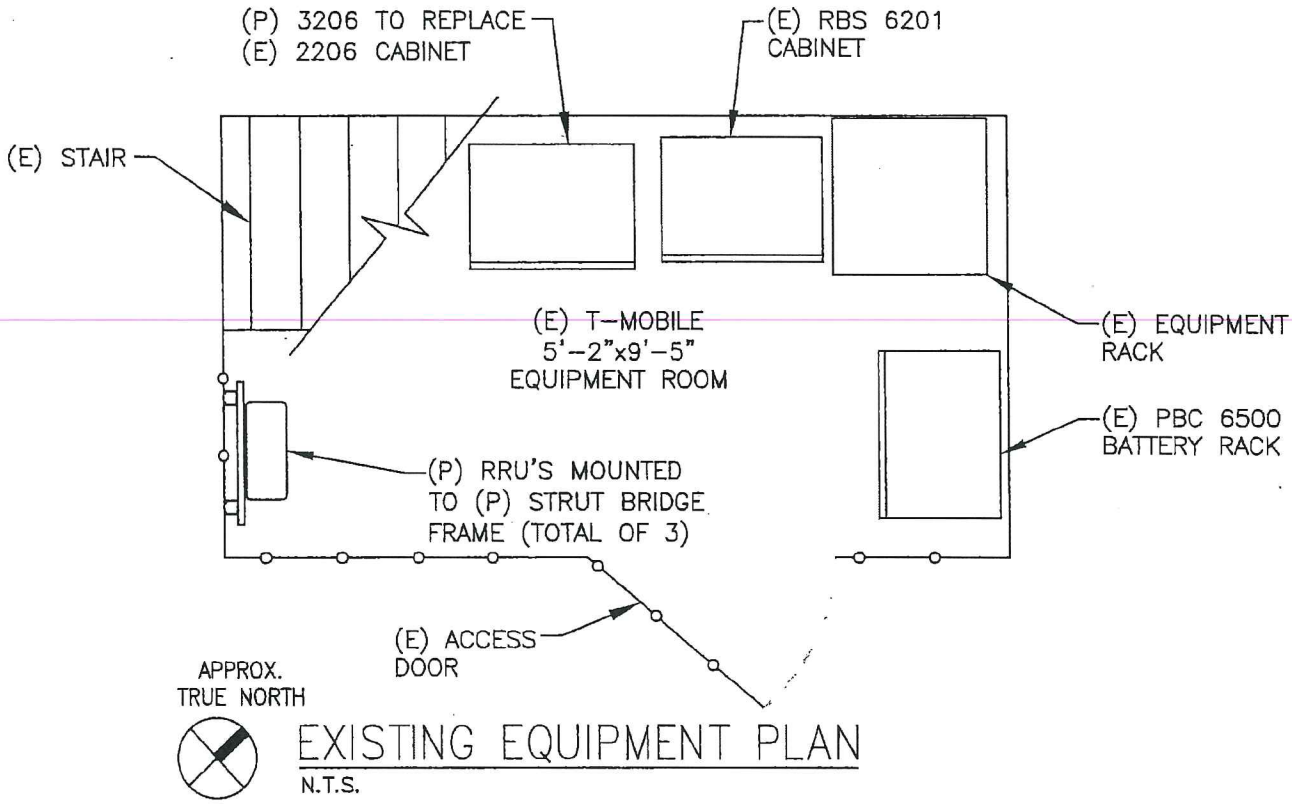
RF DESIGN: 704Au

SITE NO: 4BS0712B **SITE NAME:** BS712/MIDDLEBORO T. HALL **ADDRESS:** 10 NICKERSON AVENUE MIDDLEBOROUGH, MA 02346	Hudson Design Group 75 SUMMIT STREET PITTSFIELD, NY 12565 1600 OSGOOD STREET BUILDING 20 NORTH, SUITE 2-101 N. ANDOVER, MA 01845 TEL: (978) 557-5553 FAX: (978) 336-5586	T-MOBILE NORTHEAST LLC 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE: CUPOLA DRAWN BY: OM	DATE: 08/26/15 SCALE: N.T.S.	LE-1



PROPOSED ANTENNA PLAN

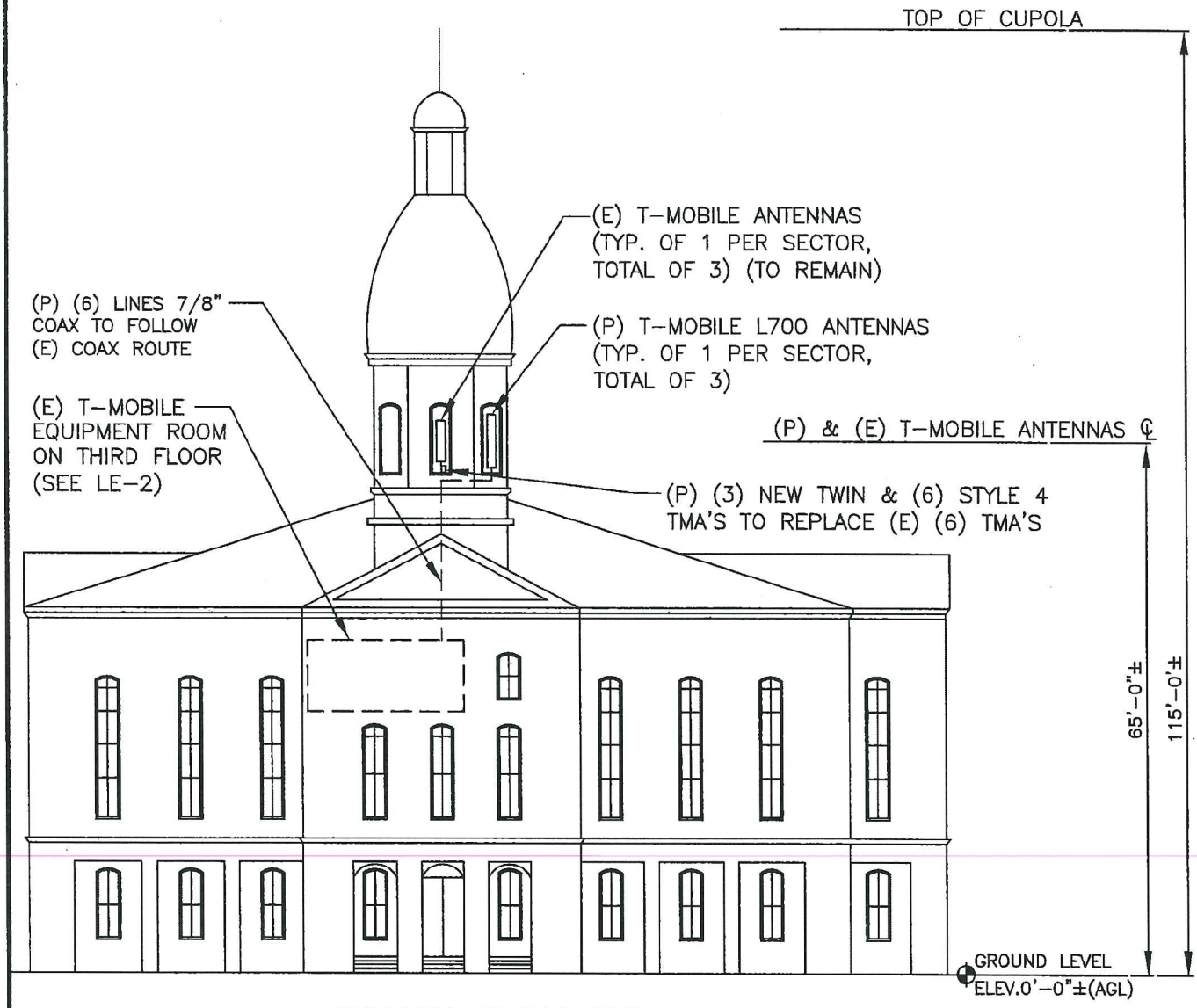
N.T.S.



EXISTING EQUIPMENT PLAN

N.T.S.

SITE NO: 4BS0712B **SITE NAME:** BS712/MIDDLEBORO T. HALL **ADDRESS:** 10 NICKERSON AVENUE MIDDLEBOROUGH, MA 02346	Hudson Design Group 75 SUMMIT STREET PITTSFIELD, NY 12563 1600 OSGOOD STREET BUILDING 20 NORTH, SUITE 2-101 N. ANDOVER, MA 01845 TEL: (978) 557-6553 FAX: (978) 336-5586	T-MOBILE NORTHEAST LLC 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE: CUPOLA DRAWN BY: OM	DATE: 08/26/15 SCALE: N.T.S.	LE-2



SOUTH ELEVATION

N.T.S.

SITE NO: 4BS0712B **SITE NAME:** BS712/MIDDLEBORO T. HALL **ADDRESS:** 10 NICKERSON AVENUE MIDDLEBOROUGH, MA 02346	Hudson Design Group 75 SUMMIT STREET PHILMONT, NY 12565 1620 OSGOOD STREET BUILDING 20 NORTH, SUITE 2-101 N. ANDOVER, MA 01845 TEL: (978) 557-5553 FAX: (978) 336-5586	T-MOBILE NORTHEAST LLC 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE: CUPOLA DRAWN BY: OM	DATE: 08/26/15 SCALE: N.T.S.	LE-3

Jacqueline Shanley

From: Allison Ferreira
Sent: Thursday, November 12, 2015 1:25 PM
To: Jacqueline Shanley
Cc: Robert G. Nunes
Subject: Contract for BOS - Voting Eqiupment
Attachments: Contract with LHS for Voting Equipment.pdf

Jackie,

As discussed, attached please find a scanned version of the contract for the Board to sign at their meeting of November 16, 2015 between the Town of Middleborough and LHS Associates, Inc. for the new voting equipment. The contract has been executed by LHS, Town Accountant and Town Counsel. The five (5) originals have been placed in your interoffice mailbox for the Board to sign on Monday. Kindly let me know when I may come by on Tuesday to pick them up.

Thank you,
Allison

Allison J. Ferreira, CMMC
Town Clerk
Town of Middleborough
20 Centre Street, 1st Floor
Middleborough, MA 02346
(508) 946-2415 phone
(508) 946-2308 fax
aferreira@middleborough.com

CONTRACT
BETWEEN
TOWN OF MIDDLEBOROUGH
AND
LHS ASSOCIATES, INC.
ELECTRONIC SCANNERS FOR VOTE TABULATION

THIS CONTRACT, entered into this 9th day of November 2015 between the Town of Middleborough, acting by and through its Board of Selectmen, 10 Nickerson Avenue, Middleborough, Massachusetts 02346 (hereinafter referred to as the "TOWN") and LHS Associates, Inc. (hereinafter referred to as the "SERVICE PROVIDER") with offices located at 10 Manor Parkway, Unit B, Salem, New Hampshire 03079.

NOW, THEREFORE, the parties hereunto do mutually agree as follows:

I. SCOPE OF SERVICES

The SERVICE PROVIDER shall, in a satisfactory and proper manner, as determined by the TOWN, to supply and deliver equipment and perform services as described in Attachment A – Scope of Services and in the Bid submitted on October 16, 2015, attached hereto and made a part hereof.

II. TIME OF PERFORMANCE

The services of the SERVICE PROVIDER are to commence ***upon the issuance of a Purchase Order*** and shall be undertaken and completed in such sequence as to assure their expeditious completion as described in the bid dated October 16, 2015, but in any event all services hereunder shall be completed by March 1, 2016, unless delayed through no fault of the SERVICE PROVIDER.

III. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

Total compensation (herein referred to as "SERVICE FUNDS") to be paid by the Town to the SERVICE PROVIDER under the terms of this CONTRACT shall not exceed $41,755.00.

B. Method of Payment

Any payment to the SERVICE PROVIDER (including reimbursements) shall be supported by bills or invoices, which shall describe the hourly rate of pay, number of hours, date of services and how the services were completed. These bills or invoices shall be signed and certified by the SERVICE PROVIDER that the work performed has been undertaken and completed in accordance with the Scope of Services and the terms of this CONTRACT.

IV. MAINTENANCE OF RECORDS

The SERVICE PROVIDER shall maintain accounts and records, including medical and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as they may be deemed necessary by the TOWN to assure proper accounting for all SERVICE FUNDS. These records will be made available for audit purposes to the TOWN and the Comptroller General of the United States or any authorized representative and will be retained in accordance with applicable statutes and regulations, unless permission to destroy them is

granted by the TOWN. The SERVICE PROVIDER also agrees to take all necessary steps to assume all responsibility for safeguarding its assets and records.

V. DISCRIMINATION

Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

VI. COMPLIANCE WITH LOCAL, STATE AND FEDERAL

The SERVICE PROVIDER shall comply with all applicable laws, ordinances, and codes of the State, Local, and Federal governments. The SERVICE PROVIDER shall require any subcontractor to comply with all applicable Local, State and Federal Laws, and shall incorporate these laws in any written agreement between the SERVICE PROVIDER and a subcontractor.

VII. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS SERVICE PROVIDER,

No member, officer, or employee of the TOWN, or its designees or agents, no members of the governing body of the locality in which the project is situated, and no other public officials, member, officer, or employee of the TOWN, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this CONTRACT. The SERVICE PROVIDER shall incorporate, or cause to be incorporated in all of its agreements, contracts, or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

VIII. LIABILITY

The SERVICE PROVIDER shall indemnify, and hold the TOWN harmless from all suits and claims against the TOWN for to the extent caused by negligence of the SERVICE PROVIDER in carrying out this CONTRACT. The SERVICE PROVIDER will be required to maintain its current commercial general liability insurance naming the TOWN as additional insured during the life of the CONTRACT.

The SERVICE PROVIDER shall hold the TOWN harmless from any and all liability of every nature and description, which it may have suffered through damage to property or personal injuries including death of otherwise by means to the extent caused by negligence of the SERVICE PROVIDER, its agents or employees.

The SERVICE PROVIDER is not by virtue of the CONTRACT authorized to incur any indebtness of liability on the part of, or to pledge the credit of the TOWN, or to bind the TOWN in any manner, beyond those obligations incurred by work done under this CONTRACT in a timely and proper manner.

IX. TERMINATION

The TOWN may terminate this CONTRACT in the following instances:

A. If the SERVICE PROVIDER abandons its work under the CONTRACT or if for any reason the timely completion of such work is rendered improbable, infeasible, impossible or illegal; and

B. In the event the TOWN determines that the objectives of the Scope of Services in Attachment A are not being achieved; and

C. For the convenience of the TOWN.

X. SEVERABILITY OF PROVISIONS

If any provisions of this CONTRACT are held invalid, the remainder of this CONTRACT shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

XI. CHANGES IN SCOPE OF SERVICES

The TOWN may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the TOWN and the SERVICE PROVIDER shall be in writing.

XII. LOBBYING

The SERVICE PROVIDER states to the best of its knowledge and belief, that no funds have been paid or will be paid, by or on behalf, a Member of Congress or an officer or employee of a Member of Congress in connection with this CONTRACT, unless a Standard Form-LLL, "Disclosure Form to Report Lobbying," is completed and filed in accordance with its instructions.

XIII. FAITHFUL PERFORMANCE

The SERVICE PROVIDER shall give its personal attention constantly to the faithful performance of the work and shall keep the same under its personal control and not assign nor sublet the work or any part thereof without the previous written consent of the TOWN and shall not, either legally or equitably assign any of the monies payable under this Agreement or his claim thereto unless by and with the written consent of the TOWN.

XIV. INSURANCE

The said SERVICE PROVIDER agrees that before commencing any work to be done under this Agreement, it shall provide at its own cost and expense, insurance for the payment of compensation and the furnishing of other benefits under the provisions of General Laws, Chapter 152, and amendments thereto, to cover all employees to be employed by the SERVICE PROVIDER in connection with the work to be done under this Agreement; and the said SERVICE PROVIDER agrees that it shall continue in force and effect said policy of insurance during the period covered by this Agreement. Failure to provide and continue in force, said insurance shall be deemed a material breach of this Agreement and shall operate, without notice of any kind to the said SERVICE PROVIDER, as an immediate termination of this Agreement. In the event that the TOWN should be obliged or required to pay compensation or furnish benefits to any of the said SERVICE PROVIDER's employees, in accordance with the provisions of General Laws, Chapter 152, and amendments thereto, the said SERVICE PROVIDER agrees that it will reimburse and indemnify the said TOWN from any payments it may be obliged or required to make under the provisions of General Laws, Chapter 152, and amendments thereto.

XV. THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This bid in all respects is bonafide, fair and made without collusion of fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The contracting party has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with Massachusetts General Laws Chapter 62C, §49A.

IN WITNESS THEREOF, the SERVICE PROVIDER and the TOWN have affixed their signatures on the date first written above.

APPROVED:

_____ Date:_____

Allin Frawley, Chairman

_____

Leilani Dalpe, Vice Chairman

_____

John Knowlton

_____

Diane Stewart

_____

Stephen McKinnon
TOWN OF MIDDLEBOROUGH BOARD OF SELECTMEN

APPROVED AS TO FORM:

Daniel K. Murray Date: 11/12/15

Daniel Murray
Town Counsel

APPROVED AS TO APPROPRIATION:

_____ Date: 11/12/15

Steven Dooney
Town Accountant

LHS ASSOCIATES, INC.

_____ Date: 11/6/15

Jeffrey Silvestro
President

04-2505763
Federal I.D. Number

ATTACHMENT A – SCOPE OF SERVICES

Per the Invitation for Bids for Electronic Scanners for Vote Tabulation the SERVICE PROVIDER shall be responsible for supplying and delivering six (6) Precinct Electronic Scanner for Vote Tabulation packages and one (1) spare Electronic Scanner for Vote Tabulation, including all necessary and related equipment and software as per these specifications. The ballot boxes supplied must come from the same manufacturer as the vote tabulator equipment and must be compatible with such tabulator.

Voting Equipment:

Each Precinct Electronic Scanner for Vote Tabulation Package will consist of, at a minimum, the following;

*An electronic digital optical scanning vote tabulating unit. *Protective carrying case for the vote tabulating unit.
*One (1) complete set of memory media required to conduct Massachusetts and U.S. Federal elections.
*Internal backup battery. *Power cord.
*Key set.
*Thermal paper roll.
*One dozen, black sharpie pens.
*Six (6) security seals.
*Plastic ballot box with three (3) compartments, including caster wheels, and a built-in power supply. The ballot boxes should nest into each other for ease of storage.

The Spare Electronic Scanner for Vote Tabulation will consist of, at a minimum, the following:

*An electronic digital optical scanning vote tabulating unit.
*Protective carrying case for the vote tabulating unit.
*One (1) complete set of memory media required to conduct Massachusetts and U.S. Federal elections.
*Internal backup battery. *Power cord.
*Key set.
*Thermal paper roll.
*One dozen, black sharpie pens.
*Six (6) security seals.

1. All voting equipment offered must be, at the time of bid submission, certified by the Secretary of the Commonwealth of Massachusetts, Elections Division, as being approved for use in Massachusetts elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Bidders must include a copy of the Secretary of State's Letter of Approval with the bid submission.

2. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission. Bidders must include a copy of the EAC Certification with the bid submission.

3. All equipment offered must be brand-new; no used or demonstration equipment will be accepted. All such equipment must come with the manufacturer's latest versions of both hardware & software.

4. Equipment must be lightweight, easy to store, carry, and set-up.

5. The electronic scanners for vote tabulation to be supplied must be able to:

   a. Scan marked paper ballots.
   b. Interpret voter marks on the paper ballots.
   c. Store and tabulate each vote from each paper ballot.
   d. The scanner must have the ability to capture digital images of each ballot (this function must also be able to be disabled to comply with current Massachusetts law).
   e. The scanner must have the ability to be locked to prevent tampering.
   f. The tabulator must be able to process single or double-sided ballots.
   g. The tabulator must be able to be configured to handle multiple ballot scenarios.
   h. The tabulator must be able to be programmed to accept multiple cards and ballot styles.
   i. The tabulator must be able to display a notification to the voter identifying a discrepancy on the ballot, when marking for an office or question exceeds the number to be elected, and allowing the voter to correct the ballot. If the voter chooses to cast the ballot with mistakes, the tabulator must be programmed to register the vote as a blank to prevent double voting.

6. The vote tabulator scanner must be powered by standard 120-volt AC power, with internal battery backup to power the unit in the event of an electrical power failure. The backup battery must be able to provide a minimum of two (2) hours of continuous use.

7. Each individual vote tabulator must come with its own protective carrying case for the tabulator unit. Said carrying case must be separate from the ballot box. Total weight of tabulator & carrying case must not exceed thirty-five pounds (35 lbs.).

8. Each ballot box must have three (3) compartments, one for ballots tabulated by the voter tabulation unit, one for ballots where write-in votes have been detected which must be hand-counted at the close of polls, and one auxiliary compartment for ballots unable to be read by the machine.

9. The vendor must supply all necessary equipment and accessories, power cords, memory media, operating system software and technical support that provides for fully functioning electronic voting equipment.

10. The voting equipment must have an easily readable display screen capable of displaying the status of the tabulator to both poll workers and voters in multiple languages.

11. The tabulator ballot box must be capable of being nested at least two (2) ballot boxes high.

12. The voting tabulators must be able to be accessed by disabled or physically impaired individuals without assistance or direction from election staff. This includes compatibility with wheelchair users. Units must be ADA compliant in their configuration *I* use.

Training:

13. The vendor will provide a minimum of two (2) hours of on-site training for the Middleborough Town Clerk and office staff on all voting equipment. All training will take place at the Middleborough Town Offices during normal business hours (between 8:45 am to 5:00 pm). Training will cover basic use of the vote tabulator equipment, pre-election testing and Election Day procedures. Training will be scheduled by the Middleborough Town Clerk, and the vendor will accommodate said schedule.

14. The vendor will provide a minimum of two (2) hours of on-site training for Town of Middleborough Election Officers. All training will take place at the Middleborough Town Offices during/after normal business hours (i.e. evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Middleborough Town Clerk, and the vendor will accommodate said schedule.

15. The vendor will provide documentation to accompany all training, consisting of:
    a. Two (2) pre-election testing guides.
    b. Seven (7) Poll Worker training guides.
    c. Seven (7) Instructions to Voters Posters.

On-Site Election Coverage:

16. The vendor will assign one of their employees to provide on-site coverage to the Town of Middleborough during the first election in which the new voting tabulator equipment is used (i.e. March 1, 2016 Presidential Primary). Said employee to be assigned must be fully trained and experienced in the operation of the supplied vote tabulator equipment and software.
    a. Said employee must be fully trained & experienced in the operation of the supplied vote tabulator equipment and software.
    b. The vendor employee will work with the Middleborough Town Clerk from one (1) hour prior to opening the polls (6:00 a.m.) until two (2) hours after the polls close on Election Day (10:00 p.m.).
    c. Said employee will NOT be a subcontracted employee from another company.
    d. Said employee will be present during the Election Officer Training Session to allow all election officers to have interaction with said employee prior to the Election.
    e. The vendor will have staff available on an on-going basis, located out of their service facility as identified on the Vendor Location Form (see section titled "Vendor Service Facility" for details), that can respond to Town of Middleborough equipment issues on any given election day, with an on-site response time of one (1) hour or less.

Two Year Hardware and Software Warranty:

17. All equipment and software provided by the vendor will be covered by a two (2) year, all-inclusive warranty. Said warranty must cover all parts, equipment, labor, travel costs and shipping costs.

18. Unlimited access to the vendor's Help Desk / Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.

19. Provide an annual maintenance visit to the Town of Middleborough to inspect, calibrate and

service all equipment. All associated costs for the first two years of Town of Middleborough's ownership is to be included in bid price.

20. Any necessary repairs will take place in the Town of Middleborough. If on-site repair is not possible, loaner equipment will be left in the Town of Middleborough's possession, at no charge, until all equipment can be repaired and returned to the Town of Middleborough, this includes any issues arising on any given election. An employee of the vendor, not a subcontractor, will perform all maintenance and repair work.

Post Warranty Maintenance:

21. After the original two-year warranty period expires on the voting equipment; the vendor will provide annual voting equipment maintenance to the Town of Middleborough, for which the vendor will be allowed to charge a fee. The fee must remain the same for the first 5 years of fee-based maintenance (i.e. years 3-7 of the Town of Middleborough's equipment ownership).

CRANBERRY CAPITAL
OF THE WORLD

Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 11/10/15
NAME OF APPLICANT William Fuller Bartending Service of N.E. LLC
ADDRESS OF APPLICANT 13 West End Ave
ASSESSORS MAP & LOT 49Q/5595
NAME OF BUSINESS SOL 923 4744
OWNER OF PROPERTY TO BE LICENSED
ADDRESS OF PROPERTY TO BE LICENSED
ASSESSORS MAP & LOT

Farmer Rudy's Bldg. Center St.

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture
Class I License
Class III License
Common Victualler
2nd Hand Clothing
Class II License
Liquor License ✓ Beer, wine
Other mom "Pop up Shop"

Anticipated Start Date for Business 11/21/15
Hours requested: 4pm-6pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:
Yes, We applied for and received A permit for last year

Signature

DATE OF HEARING

APPROVED/DENIED

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

Please inform this department, as well as the Board of Selectmen, 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?

CRANBERRY CAPITAL
OF THE WORLD

Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 11/10/15
NAME OF APPLICANT William Fuller
ADDRESS OF APPLICANT The Bartending Service of N.E. LLC 13 West End Ave
ASSESSORS MAP & LOT 49A / 559S
NAME OF BUSINESS EDMS - c/o Craig Anderson
OWNER OF PROPERTY TO BE LICENSED
ADDRESS OF PROPERTY TO BE LICENSED 1 Abbey Lane
ASSESSORS MAP & LOT

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture ____
Class I License ____
Class III License ____
Common Victualler ____

2nd Hand Clothing ____
Class II License ____
Liquor License ✓ All Alcohol
Other Toy Drive for Craft Tree program

Anticipated Start Date for Business 12/5/15
Hours requested: 4pm - 11:30pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:
Yes, similar Requests and subsequent Approval

Signature

DATE OF HEARING

APPROVED/DENIED

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

Please inform this department, as well as the Board of Selectmen, 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?

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

November 3, 2015

Mr. Robert G. Nunes, Town Manager
Town Hall, 10 Nickerson Avenue
Middleborough, MA 02346

Subject: **Cleaning and Redevelopment of Two Gravel Pack Wells**

Dear Mr. Nunes:

As directed by Mr. Silva, this letter is to advise that sealed bids for the subject contract were opened on October 29, 2015. Four bids were received and are summarized on the enclosed Bid Tabulation. F.G. Sullivan Drilling Co., Inc., Lancaster, MA, submitted the low bid for the project, in the total amount of $31,600.00.

We are satisfied that F.G. Sullivan Drilling has the experience and capability to complete the contract. We therefore recommend award of this contract to F.G. Sullivan Drilling Co., Inc. We have enclosed the original Bid and Bid Bonds for the other bidders and a copy of F.G. Sullivan Drilling Co.'s, Inc. for your files.

Also enclosed is a Notice of Award form. After award of the contract, please forward a signed copy of the Notice to F.G. Sullivan Drilling Co., Inc. for acknowledgement.

Upon notification of award and instruction from the Town, we will forward copies of the appropriate sections of the Contract Documents to F.G. Sullivan Drilling Co., Inc. for completion. Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.
By:

Richard S. Johnson, P.E.

rsj:RSJ
enc.
cc: Joseph Silva

Bid Summary

CLEANING AND REDEVELOPMENT OF
TWO GRAVEL PACKED WELLS
Middleborough Water Department, Middleborough, MA

Bid Opening: October 29, 2015

Bidder	Amount
F.G. Sullivan Drilling Company 408 Parker Road Lancaster, MA 01523-1919	$31,600.00
Denis L. Maher Co. LLC PO Box 130 Ayer, MA 01432	$32,520.00
Maher Services, Inc. 71 Concord Street North Reading, MA 01864	$34,020.00
Weston & Sampson Inc. 5 Centennial Drive Peabody, MA 01960-7985	$49,884.00

SECTION 00440
NOTICE OF AWARD

TO: F.G. Sullivan Drilling Co., Inc.

394 Parker Road

Lancaster, MA 01523

Project Description: CLEANING AND REDEVELOPMENT OF TWO GRAVEL PACK WELLS, MIDDLEBOROUGH, MA

The OWNER has considered the Bid submitted by you on October 29, 2015, for the above described Work in response to its Advertisement for Bid and Information for Bidders.

You are hereby notified that your Bid has been accepted for the **TOTAL SUM PRICE**

of $ Thirty-One Thousand Six Hundred and xx/100 ($31,600.00)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Labor and Materials Bonds and certificates of insurance within *ten (10)* calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within the *ten (10)* calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged ACCEPTANCE OF NOTICE to the OWNER.

Dated this _____ day of _____, 2015.

FOR THE OWNER:

_____

Town Manager
Middleborough, MA

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

_____

this the _____ day of _____, 2015.

By _____

Title _____

END OF SECTION

AMORY ENGINEERS, P.C.
DUXBURY, MASSACHUSETTS

TABULATION OF BIDS
CLEANING AND REDEVELOPMENT OF
TW GRAVEL PACKED WELLS
Middleborough Water Department, Middleborough, MA
October 29, 2015 - 11:00 AM

Date: 10/29/2015
By: RSJ
Checked By:

				Amory Engineers		F.G. Sullivan Drilling Co., Inc.		Denis L. Maher Co., LLC		Maher Services, Inc.		Weston & Sampson CMR, Inc	
						Lancaster, MA		Ayer, MA		North Reading, MA		Peabody, MA	
Item	**Description**	**Quantity**		**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	**Mobilization and Demobilization**												
1a	Mobilization and demobilization for conventional	lump	sum	$ 1,750.00	$ 1,750.00	$ 750.00	$ 750.00	$ 1,800.00	$ 1,800.00	$ 3,000.00	$ 3,000.00	$ 1,175.00	$ 1,175.00
	redevelopment of Cross Street Well												
1b	Mobilization and demobilization for conventional	lump	sum	1,750.00	1,750.00	750.00	750.00	1,800.00	1,800.00	3,000.00	3,000.00	1,175.00	1,175.00
	redevelopment of Rock Well No. 1												
2	**Pump Removal and Reinstallation**												
2a	Removal, cleaning and reinstallation of pumping	lump	sum	5,000.00	5,000.00	5,200.00	5,200.00	4,500.00	4,500.00	5,000.00	5,000.00	9,836.00	9,836.00
	unit at Cross Street Well												
2b	Removal, cleaning and reinstallation of pumping	lump	sum	5,000.00	5,000.00	5,200.00	5,200.00	4,500.00	4,500.00	5,500.00	5,500.00	9,988.00	9,988.00
	unit at Rock Well No. 1												
3	**Redevelopment of Wells**												
3a	Redevelopment by simultaneously surging and	40	hrs.	170.00	6,800.00	140.00	5,600.00	145.00	5,800.00	135.00	5,400.00	245.00	9,800.00
	pumping Cross Street Well, surging with												
	chemicals necessary and disinfection of the												
	well on completion of redevelopment												
3b	Redevelopment by simultaneously surging and	40	hrs.	170.00	6,800.00	140.00	5,600.00	145.00	5,800.00	135.00	5,400.00	245.00	9,800.00
	pumping Rock Well No. 1, surging with												
	chemicals necessary and disinfection of the												
	well on completion of redevelopment												
4	Inhibited hydrochloric acid	1000	gals.	5.00	5,000.00	6.20	6,200.00	6.00	6,000.00	5.00	5,000.00	4.00	4,000.00
5	Phosphate	600	lbs.	2.00	1,200.00	2.75	1,650.00	1.00	600.00	2.00	1,200.00	2.00	1,200.00
6	Chlorine (HTH), 65 percent concentration	60	lbs.	3.00	180.00	2.50	150.00	2.00	120.00	2.00	120.00	4.00	240.00
7	**Video inspection**												
7a	Video inspection of Cross Street Well casing	lump	sum	800.00	800.00	250.00	250.00	800.00	800.00	200.00	200.00	1,335.00	1,335.00
	and screen												
7b	Video inspection of Rock Well No. 1 casing	lump	sum	800.00	800.00	250.00	250.00	800.00	800.00	200.00	200.00	1,335.00	1,335.00
	and screen												
		Bidder's Total:					**$ 31,600.00**		**$ 32,520.00**		**$ 34,020.00**		**$ 49,884.00**
		Calculated Total:			**$ 35,080.00**		**$ 31,600.00**		**$ 32,520.00**		**$ 34,020.00**		**$ 49,884.00**

Jacqueline Shanley

From: Robert G. Nunes
Sent: Thursday, November 12, 2015 8:18 AM
To: Jacqueline Shanley; Selectman Stephen J. McKinnon; Selectman Allin Frawley; Selectman Diane C. Stewart; Selectman John M. Knowlton; Selectman Leilani Dalpe
Cc: Caroline R. LaCroix; Judy MacDonald
Subject: Insurance Advisor
Attachments: advisors_contract-town of middleorough.doc

Hello all,

Attached for your review is a proposed consulting contract for insurance advisory services. I'm recommending that the town solicit proposals for property, general liability, auto, workers comp and other policies. The town expends close to one million dollars annually on insurances. I'm confident that we can realize savings in FY17 and beyond if we go out to the market and seek bids.

I solicited three proposals for consulting services. I am recommending that BD Smith and Associates be awarded the contract. The contract is not to exceed $9,950. There are sufficient funds in the FY16 unclassified budget to pay for consulting services.

I respectfully request that this issue be placed on Monday's BOS agenda.

Below is the proposed procurement schedule.

Review current policies	1/15/16
Interview possible brokers	1/1/16
Town Manager to meet with brokers	1/30/16
Develop bid document	2/15/16
Request insurance quotes to be in by	5/30/16
Meet with town officials	6/8/16
Review bid proposals	6/17/16

Thank you.

Bob

Robert G. Nunes
Town Manager
508-947-0928

AGREEMENT FOR INSURANCE ADVISING SERVICES

This document constitutes an agreement ("Agreement") by and between _The Town of Middleborough and Bradley Smith d/b/a BD Smith and Associates_ ("Adviser"). The purpose of this agreement is to set forth the terms and conditions for the performance of the insurance counseling services requested by the Client as described herein.
The Client is seeking the independent advice of the Adviser. As such, the Client understands and agrees that this contract is **not** for the placement of insurance coverage and the Adviser is **not** responsible for the ultimate placement of such coverage or for the financial condition of any insurer or other entity providing insurance or service to Client. Unless otherwise specifically identified as an additional service, Adviser shall also not be responsible for any activity associated with the continued management of the Client's insurance.

I. SCOPE OF REVIEW

The Adviser agrees to provide a written review of the Client's insurance as agreed by both the Client and Adviser as signified by the initials of both next to each of the below enumerated services. Services not agreed upon by both Client and Adviser will **not** be provided. Review of those areas agreed upon will include comment on the adequacy of coverage and reasonableness of premium.
The Client has requested, and the Adviser has agreed to provide, an assessment of only the following specific areas of the Client's insurance program:

Property
General Liability
Directors/Officers
Automobile
Workers Comp
Crime
Computer (Hardware,Software, Data)
Assessment of broker services
Insurance Bid Service
Meeting with Town Officials

The scope of work will include the following:
Review Existing Insurance Policies
Interview Brokers and bring in three Brokers to be interviewed by the Town Manager
Development of the Bid Documents
Review all Bids and make recommendations

II. FINAL REPORT

Upon conclusion of the above services, the Adviser shall issue a written summary of its conclusions and recommendations. The information contained in the Adviser's final

summary shall be based upon the then existing state of the Client's operations or situation. Issues which were not disclosed to the Adviser or which occur after the Adviser issuances the final summary will not be included in the summary. Therefore, the Client understands and agrees that the final summary shall be valid only with respect to the conditions which existed at the time information was provided to the Adviser. The final report will be delivered to the Client no later than 30 day prior to the end of the contract.

III. ADDITIONAL SERVICES

In addition to the review of the Client's general insurance program, the following services are available to Client for an additional charge:
Client Adviser
Risk Management Service _____ _____
Insurance Bid Service _____ _____
Claims Management Service _____ _____
Loss Control Service _____ _____
Periodic Review Service _____ _____
Special Service (Specify) _____ _____

IV. EXCLUDED SERVICES

Unless added as an additional service above, nothing herein shall be deemed to require. Adviser to provide the following service (s):

Tendering of premium payments.
Arranging renewal of policies.

V. TERMINATION

This Agreement may be terminated by either party by providing the other with a written Notice of Cancellation. In the event this Agreement is terminated, Client agrees to promptly pay for all services rendered by Adviser up to the date of receipt of the Notice of Cancellation.

VI. ADVISER FEE

The fee charged by the Adviser for the services to be provided shall be
$ 125.00___/hr. Principal
$_____/hr. Senior Adviser **or**
$_____/hr. Staff Adviser
The Client will pay the Advisor a $3,000.00 retainer no later than 30 days after the signing of this contract. The Advisor will bill the Client month for hours works with payment due within 30 days of each billing.
The fee is based upon the specific services requested by the Client and agreed upon by the Adviser. In addition to the above fees for professional services, Client agrees to pay for necessary direct expenses such as travel, food and lodging, toll facsimile

and telephone charges, express mail, and duplication services. The term of this contract will be one year from the date this contract is signed and the total cost of this contract will not exceed $9,950.00.

VII. CLIENT RESPONSIBILITIES

In order for the Adviser to perform its services, it will require the cooperation of the Client in providing access to necessary information. Accordingly, the Client agrees to provide the Adviser with (1) all of the Client's existing policies of insurance in the area(s), which Client has asked Adviser to review, (2) all business, financial, or personal information requested by the Adviser; and (3) all such other information as shall be reasonably requested by the Adviser. Adviser shall be entitled to rely, without further verification, upon responsibility for the adequacy of, or failure to provide, advice to Client should Client fail to provide complete and accurate information to Adviser.

VIII. LEGAL PROVISIONS

Limitation of Liability

Client understands that the Adviser is not serving as a risk manager for the Client, and does not assume the liabilities associated with such a position. Accordingly, to the fullest extent permitted by law, Client agrees that the total liability of Adviser, including its owners, officers, directors, employees, and agents, in the aggregate, for any and all claims the Client may have against the Adviser of any type, whether in law, equity, or subrogation, arising out of or relating to any alleged act, error, omission, misrepresentation, or breach by Adviser, shall not exceed the total compensation received by the Adviser under this Agreement.

Alternative Dispute Resolution

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of or relating to any services provided under this agreement to mediation. Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its existing terms and procedures. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This provision shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

Integration/Governing Law

This Agreement represents the full and complete understanding of the parties hereto, and supercedes any and all other agreements, understandings, and exchanges, whether written or oral.

The Advisor will maintain a Professional Liability Policy in place throughout the term of this contract with a limit of liability of at least $1,000,000.

This Agreement shall be governed under the law of the Commonwealth of Massachusetts.

Bradley Smith d/b/a BD Smith and Associate, Advisor

_____ _____

Date

Town of Middleborough

Board of Selectmen

_____

_____

_____

Date

Tax Compliance Affidavit

Pursuant to M.G.L. c.62c S49A, I certify under the penalties of perjury that I, Bradley Smith, d/b/s BD Smith and Associates, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholdings and remitting child support.

Bradley Smith Date